FITLIFE BRANDS, INC.
Form S-4/A
August 21, 2015
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As filed with the Securities and Exchange Commission on _________, 2015 — Registration No. 333-205532

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1 to
Form S-4
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

FITLIFE BRANDS, INC.
(Exact name of registrant as specified in its governing instruments)

Nevada	2833	20-3464383
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(IRS Employer Identification Number)

4509 143rd Street, Suite 1
Omaha, NE 68137
(402) 333-5260
(Address, including zip code and telephone number, including area code, of registrant’s principal executive offices)

Michael Abrams
Chief Financial Officer
4509 143rd Street, Suite 1
Omaha, NE 68137
(402) 333-5260
(Name, address, including zip code and telephone number, including area code, of agent for service)

Copies to:

Roger Wells	Ryan Newburn
Guy Lawson	Newburn Law P.C.
McGrath North Mullin & Kratz, PC LLO	1550 Larimer St., Suite 128

Suite 3700 First National Tower
1601 Dodge Street
Omaha, NE 68102
(402) 341-3070

Denver, CO 80202
(720) 202-7297

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

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If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box: ¨

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement of the same offering. ¨

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	¨	Accelerated filer	¨
Non-accelerated filer (Do not check if a smaller reporting company)	¨	Smaller reporting company	x

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Information contained herein is subject to completion or amendment. A registration statement relating to the shares of FitLife common stock to be issued in the merger has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This proxy statement/prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale is not permitted or would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY PROXY STATEMENT/PROSPECTUS
DATED AUGUST __, 2015, SUBJECT TO COMPLETION

ISATORI, INC.

MERGER PROPOSED

Dear Stockholders:

On behalf of iSatori, Inc., it is my pleasure to invite you to a special meeting of stockholders of iSatori, Inc., to be held at our offices at 15000 West 6th Avenue, Suite 202, Golden, Colorado 80401, Denver, Colorado on September 29, 2015 at 10:00 a.m. Mountain Daylight Time. At the special meeting you will be asked to adopt the agreement and plan of merger by and between FitLife Brands, Inc. ("FitLife"), ISFL Merger Sub, Inc. ("Merger Sub") and iSatori, Inc. ("iSatori"), dated as of May 18, 2015 (the "merger agreement"), pursuant to which Merger Sub will merge with and into iSatori, with iSatori as the surviving corporation and a wholly-owned subsidiary of FitLife (the "merger"). At the special meeting you will also be asked to approve on an advisory (non-binding) basis the compensation to iSatori's named executive officers that is based on or otherwise related to the merger, and to approve the adjournment, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve the merger.

If the merger occurs, each share of iSatori common stock will be converted into the right to receive 0.3000 of a share of FitLife common stock, par value $0.01 per share (the "exchange ratio"), with cash paid in lieu of fractional shares of iSatori common stock. Each share of iSatori preferred stock, which consists of Series A $20 Convertible Preferred Stock and Series D $20 Convertible Preferred Stock, will be converted into the right to receive the number of shares of FitLife common stock for each share of iSatori common stock into which such share of preferred stock is convertible as of the effective time of the merger. The exchange ratio is subject to adjustment for iSatori's net debt and non-cash working capital. Consequently, you will not know the exact per share merger consideration you will receive as a result of the merger when you vote on the merger agreement and the transactions contemplated thereby.

The exchange ratio will be adjusted, if at all, based on an estimate, made five days before the closing date of the merger, of the total on the closing date by which iSatori's net debt is less than $900,000, and iSatori's non-cash working capital is less than $2,370,000. If this total, referred to as the "total adjustment amount" is greater than $75,000, then the exchange ratio will be increased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504, iSatori's fully diluted outstanding shares as of the date of the merger agreement. If the total adjustment amount is less $76,000 then the exchange ratio will be decreased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504.

The board of directors of iSatori has determined that the merger agreement and the transactions contemplated therein, including the merger, are fair to and in the best interests of iSatori and its stockholders, and approved and declared advisable the merger agreement and the transactions contemplated therein, including the merger. The board recommends that the stockholders of iSatori vote "FOR" the proposal to adopt the merger agreement.

The market value of the merger consideration will fluctuate with the price of FitLife common stock. iSatori common stock and FitLife common stock are not traded on any national securities exchange. iSatori common stock is traded on the OTC Pink Marketplace under the symbol "IFIT" and FitLife common stock is traded on OTC Pink Marketplace under the symbol "FTLF." Based on the closing price of FitLife common stock on May 18, 2015, the last trading day before the public announcement of the signing of the merger agreement, the value of the per share merger consideration payable to holders of ISatori common stock was $0.498. Based on the closing price of FitLife common stock of $1.73 on August 20, 2015, the last practicable date before the date of this document, the value of the per share merger consideration payable to holders of iSatori common stock was $0.577. You should obtain current stock price quotations for iSatori common stock and FitLife common stock.

We cannot complete the merger unless the holders of at least a majority of the votes represented by the shares of iSatori common stock and iSatori Series A $20 Convertible Preferred Stock and Series D $20 Convertible Preferred Stock, voting on as an as converted basis with the common stock, outstanding on August 13, 2015, the record date for the special meeting, approve the adoption of the merger agreement. Whether or not you plan to attend the special meeting, please take the time to vote by completing and mailing the enclosed proxy card to iSatori. If you sign, date and mail your proxy card without indicating how you want to vote, your proxy will be counted as a vote "FOR" the proposals to adopt the merger agreement and approve the merger, approve the advisory (non-binding) proposal on the compensation to iSatori's named executive officers that is based on or otherwise related to the merger, and the adjournment, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve the merger . If you do not return your proxy card, abstain from voting or do not instruct your broker how to vote any shares held for you in "street name," the effect will be a vote "AGAINST" such proposals.

This document contains a more complete description of the special meeting and the terms of the merger agreement and the merger. We urge you to review this entire document carefully. You may also obtain information about FitLife from documents that FitLife has filed with the Securities and Exchange Commission ("SEC"). Our board of directors unanimously recommends that you vote in favor of the adoption and approval of the merger agreement and the transactions contemplated thereby.

Stephen Adelé
President and Chief Executive Officer

An investment in FitLife common stock in connection with the merger involves risks. See "Risk Factors" beginning on page 17.

Neither the SEC nor any state securities commission has approved or disapproved of the securities to be issued under this proxy statement/prospectus or determined if this proxy statement/prospectus is accurate or adequate. Any representation to the contrary is a criminal offense.

Proxy statement/prospectus dated [·], 2015
and first mailed to stockholders of iSatori, Inc. on or about August 27, 2015

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iSatori, Inc.
15000 W. 6th Avenue, Suite 202
Denver, Colorado 80401
Telephone: (303) 215-9174

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
To Be Held on September 29, 2015

The Special Meeting of Stockholders (the “special meeting”) of iSatori, Inc. (“iSatori”) will be held at our offices at 15000 West 6th Avenue, Suite 202, Golden, Colorado 80401, Denver, Colorado on September 29, 2015 at 10:00 a.m. Mountain Daylight Time. At the special meeting, our stockholders holding common stock, Series A $20 Convertible Preferred Stock and Series D $20 Convertible Preferred Stock, voting on as an as converted basis with the common stock, will be asked to vote on the following proposals:

- Proposal 1. to adopt the Agreement and Plan of Merger, dated as of May 18, 2015 (as it may be amended from time to time, the "merger agreement"), by and between FitLife Brands, Inc. ("FitLife"), ISFL Merger Sub, Inc. (“Merger Sub”) and iSatori and the transactions contemplated thereby, pursuant to which Merger Sub will merge with and into iSatori, with iSatori as the surviving corporation and a wholly-owned subsidiary of FitLife (the "merger") and to approve the merger;

- Proposal 2. to approve on an advisory (non-binding) basis the compensation that may be paid or become payable to iSatori’s named executive officers that is based on or otherwise related to the proposed merger; and

- Proposal 3. to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve the merger.

No other matters may be brought before the special meeting of iSatori stockholders. Only stockholders of record if iSatori common stock, Series A $20 Convertible Preferred Stock and Series D $20 Convertible Preferred Stock at the close of business on August 13, 2015, will be entitled to notice of and to vote at the meeting.

Holders of iSatori common stock, but not holders of preferred stock, have the right to seek the appraised fair value of their shares of iSatori common stock under applicable provisions of the General Corporation Law of the State of Delaware ("DGCL"). In order for such a stockholder of iSatori to perfect his right to appraisal, the stockholder must carefully follow the procedure set forth in the DGCL. A copy of the applicable statutory provisions of the DGCL is included as Appendix C to the accompanying proxy statement/prospectus and a summary of these provisions can be found under the caption "The Merger—Appraisal Rights".

By order of the Board of Directors:

Stephen Adelé
President and Chief Executive Officer

Denver, Colorado
August 27, 2015

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Please Vote

A proxy card is enclosed. Whether or not you plan to attend the special meeting, please complete, sign and date the proxy card and promptly mail it in the enclosed envelope. You may revoke your proxy card in the manner described in the proxy statement/prospectus at any time before it is exercised. If you attend the special meeting, you may vote in person if you wish, even if you have previously returned your proxy card.

ADDITIONAL INFORMATION

This proxy statement/prospectus forms a part of a registration statement on Form S-4 filed by FitLife with the Securities and Exchange Commission (SEC). It constitutes a prospectus of FitLife under Section 5 of the Securities Act of 1933, as amended, and the rules and regulations thereunder (the Securities Act), with respect to the shares of FitLife common stock to be issued to shareholders of iSatori in the merger. In addition, it constitutes a proxy statement under Section 14(a) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the Exchange Act), and a notice of meeting with respect to the iSatori special meeting of stockholders.

If you would like to request documents from FitLife, please contact FitLife at the following address:

FitLife Brands, Inc.
4509 143rd Street, Suite 1
Omaha, NE 68137
Attention: Michael Abrams
Chief Financial Officer
Telephone: (402) 333-5260

If you would like to request documents from iSatori, please contact iSatori at the following address:

iSatori, Inc.
15000 6th Avenue, Suite 202,
Golden, Colorado 80401
Attention: Corporate Secretary
Telephone: (303) 215-9174

To obtain timely delivery of the documents before the special meeting of iSatori stockholders, you must request the information by September 21, 2015.

ABOUT THIS PROXY STATEMENT/PROSPECTUS

iSatori has supplied all information contained in this proxy statement/information statement/prospectus relating to iSatori. FitLife has supplied all information contained in this proxy statement/information statement/prospectus relating to FitLife. Both have contributed to information relating to the merger.

You should rely only on the information contained in this document. No one has been authorized to provide you with information that is different from that contained in or incorporated by reference into this document. This document is dated [·], 2015. You should not assume that the information contained in this document is accurate as of any date other than the date hereof.

This document does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which, or from any person to whom, it is unlawful to make any such offer or solicitation in such jurisdiction.

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QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETING

The following questions and answers briefly address some commonly asked questions about the iSatori special meeting. They may not include all the information that is important to stockholders of iSatori. Stockholders should carefully read this entire proxy statement/prospectus, including the annexes and the other documents referred to herein.

Unless the context otherwise requires, references in this proxy statement/prospectus to "FitLife" refers to FitLife Brands, Inc., a Nevada corporation and its direct and indirect subsidiaries, "Merger Sub" refers to ISFL Merger Sub, a Delaware corporation and a wholly owned subsidiary of FitLife, and "iSatori" refers to iSatori Inc., a Delaware corporation and its direct and indirect subsidiaries. References to "we," "our," "us," or "our company" refer to either to FitLife or iSatori as the context requires.

Q: What is the merger?

A: FitLife Brands, Inc., which is referred to as FitLife, and iSatori, Inc., which is referred to as iSatori, have entered into an Agreement and Plan of Merger, dated as of May 18, 2015, which is referred to as the merger agreement. A copy of the merger agreement is attached as Annex A to this proxy statement/prospectus. The merger agreement contains the terms and conditions of the proposed business combination of FitLife and iSatori. Under the merger agreement, ISFL Merger Sub, a direct wholly owned subsidiary of FitLife, will merge with and into iSatori, with iSatori continuing as the surviving entity and a wholly owned subsidiary of FitLife, in a transaction which is referred to as the merger.

Q: Why am I receiving these materials?

A: The merger cannot be completed unless iSatori stockholders of common stock, and Series A $20 Convertible Preferred Stock and the Series D $20 Convertible Preferred Stock, which are referred to as the Series A and Series D preferred stock, approve the adoption of the merger agreement by affirmative vote. iSatori is holding a special meeting of its stockholders to vote on the adoption and approval of the merger agreement. Information about this special meeting and the merger is contained in this proxy statement/prospectus.

This proxy statement/prospectus constitutes both a proxy statement of iSatori and a prospectus of FitLife. It is a proxy statement because the board of directors of iSatori is soliciting proxies from iSatori stockholders of common stock and Series A and Series D preferred stock. It is a prospectus because FitLife will issue shares of its common stock in exchange for outstanding shares of iSatori common stock and preferred stock in the merger.

Q: What will iSatori stockholders receive in the merger?

A: At the effective time of the merger, each share of iSatori common stock will be converted into the right to receive 0.3000 of a share of FitLife common stock, par value $0.01 per share (the "exchange ratio"), with cash paid in lieu of fractional shares of iSatori common stock. Each share of Series A and Series D preferred stock will be converted into the right to receive the number of shares of FitLife common stock for each share of iSatori common stock into which such share of preferred stock is convertible as of the effective time of the merger.

The exchange ratio is subject to adjustment for iSatori's net debt and non-cash working capital. Consequently, you will not know the exact per share merger consideration you will receive as a result of the merger when you vote on the merger agreement and the transactions contemplated thereby.

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Q: How will the exchange ratio be adjusted?

A: The exchange ratio will be adjusted, if at all, based on an estimate, made five days before the closing date of the merger, of the total on the closing date by which iSatori's net debt is less than $900,000, and iSatori's non-cash working capital is less than $2,370,000. If this total, referred to as the "total adjustment amount" is greater than $75,000, then the exchange ratio will be increased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504, iSatori's fully diluted outstanding shares as of the date of the merger agreement. If the total adjustment amount is less $76,000 then the exchange ratio will be decreased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504.

Q: What will happen to the options and warrants to purchase iSatori common stock and preferred stock and iSatori restricted stock units?

A: Each iSatori option, warrant and restricted stock unit, each of which are referred to as a "converted option", will be converted into an option or warrant, as applicable, to purchase a number of shares of FitLife common stock equal to the number of shares of iSatori common stock for which the converted option was exercisable for immediately prior to the effective time of the merger, multiplied by the exchange ratio. The exercise price for a converted option will be the exercise price of the converted option immediately prior to the effective time of the merger divided by the exchange ratio. All iSatori options, warrants and restricted stock units will continue to be subject to all of their other respective terms and conditions.

Q: When do iSatori and FitLife expect to complete the merger?

A: FitLife and iSatori are working to complete the merger as soon as practicable. We currently expect that the merger will be completed before the end of the third quarter of 2015. Neither FitLife nor iSatori can predict, however, the actual date on which the merger will be completed. See "The Merger Agreement—Conditions to Completion of the Merger" beginning on page 70.

Q: What am I being asked to vote on and why is this approval necessary?

A: iSatori stockholders of common stock and Series A and Series D preferred stock are being asked to vote on three proposals:

- Proposal 1. to adopt the merger agreement and to approve the merger;
- Proposal 2. to approve on an advisory (non-binding) basis the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger; and
- Proposal 3. to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve the merger.

The votes required for each proposal are as follows:

- Proposal 1. The affirmative vote, in person or by proxy, of a majority of the votes represented by the shares of iSatori common stock and iSatori Series A and Series D preferred stock, voting on an as converted basis with the common stock, outstanding on August 13, 2015, the record date for the special meeting, is required to adopt the merger agreement and to approve the merger.
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Proposal 2. The affirmative vote, in person or by proxy, of a majority of the votes represented the shares of iSatori common stock and iSatori Series A and Series D preferred stock, voting on an as converted basis with the common stock, outstanding on August 13, 2015, is required to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger.

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- Proposal 3. The affirmative vote, in person or by proxy, of a majority of the votes represented by the shares of iSatori common stock and iSatori Series A and Series D preferred stock, voting on an as converted basis with the common stock, outstanding on August 13, 2015, is required to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and to approve the merger.

Stephen Adelé, President, Chief Executive Officer and Chairman of the Board of iSatori, and Russell Cleveland, member of the Board of iSatori and President of RENN Capital, have signed a Voting Agreement with FitLife committing to vote all of their shares in favor of adopting the merger agreement and approving the merger. Together Mr. Adelé and Mr. Cleveland are entitled to vote 10,263,222 shares of iSatori common stock, or approximately 76.74% of the outstanding shares of iSatori common stock, including shares of iSatori Series A and Series D preferred stock voting on an as converted basis, and thus have sufficient votes to assure adoption and approval of the merger agreement.

Q: What constitutes a quorum?

A: The representation of holders of at least a majority of the vote represented by total number of shares of common stock outstanding, and Series A and Series D preferred stock on an as converted basis, as of August 13, 2015, the record date of the special meeting, whether present in person or represented by proxy, is required in order to conduct business at the special meeting. This requirement is called a quorum. Abstentions, if any, which are described below, will be treated as present for the purposes of determining the presence or absence of a quorum for the special meeting.

Q: How does the board of directors of iSatori recommend that I vote?

A: The board of directors of iSatori recommends that iSatori stockholders vote "FOR" the adoption and approval of the merger agreement, "FOR" the approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to iSatori’s named executive officers that is based on or otherwise related to the proposed merger and "FOR" the approval of the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and to approve the merger.

Q: What do I need to do now?

A: After carefully reading and considering the information contained in this proxy statement/prospectus, please vote your shares as soon as possible so that your shares will be represented at the special meeting. Please follow the instructions set forth on the proxy card or on the voting instruction form provided by the record holder if your shares are held in the name of your broker, bank or other nominee.

Please do not submit your iSatori stock certificates at this time. If the merger is completed, you will receive instructions for surrendering your iSatori stock certificates in exchange for shares of FitLife common stock from the exchange agent.

Q: How do I vote?

A: If you are a registered stockholder (that is, if you own iSatori common stock or Series A or Series D preferred stock in your own name and not through a broker, bank or other nominee that holds shares for your account in a “street name” capacity), you can vote either in person at the special meeting or by proxy without attending the special meeting. You may vote by proxy submitted by internet or by mailing the enclosed proxy card. When you submit a proxy by internet or return a proxy card that is properly signed and completed, the shares represented by your proxy will be voted as you specify on the proxy card. If you attend the special meeting in person, you may vote at the meeting and your proxy (if you previously returned one) will not be counted.

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If you hold your shares in “street name,” you must either direct the bank, broker or other record holder of your shares as to how to vote your shares, or obtain a proxy from the bank, broker or other record holder to vote at the meeting. Please refer to the voter instruction cards used by your bank, broker or other record holder for specific instructions on methods of voting, including by using the Internet.

Your shares will be voted as you indicate. If you return the proxy card but you do not indicate your voting preferences, then the individuals named on the proxy card will vote your shares in accordance with the recommendations of the iSatori Board. The iSatori Board and management do not now intend to present any matters at the special meeting other than those outlined in the notice of the special meeting. Should any other matter requiring a vote of stockholders arise, stockholders returning the proxy card confer upon the individuals named on the proxy card discretionary authority to vote the shares represented by such proxy on any such other matter in accordance with their best judgment.

If you do not vote and you hold your shares in street name, and your broker does not have discretionary power to vote your shares, your shares may constitute “broker non-votes” (as described above) and will not be counted in determining the number of shares necessary for approval of certain proposals. However, shares that constitute broker non-votes will be counted for the purpose of establishing a quorum for the meeting. Voting results will be tabulated and certified by the inspector of elections appointed for the meeting.

Q: When and where will the special meeting be held? What must I bring to attend the special meeting?

A: The special meeting will be held at iSatori’s offices at 15000 West 6th Avenue, Suite 202, Golden, Colorado 80401, Denver, Colorado on September 29, 2015 at 10:00 a.m. local time. If you wish to attend the special meeting, you must bring photo identification. If you hold your shares through a bank, broker, custodian or other record holder, you must also bring proof of ownership such as the voting instruction form from your broker or other nominee or an account statement.

Q: What if I fail to vote or abstain?

A: A failure to vote or an abstention will have the same effect as a vote cast "AGAINST" the proposal to adopt and approve the merger agreement.

Q: What will happen if I return my proxy or voting instruction card without indicating how to vote?

A: If you sign and return your proxy or voting instruction card without indicating how to vote, your proxy will be voted as recommended by the iSatori Board.

Q: May I change my vote after I have delivered my proxy or voting instruction card?

A: Yes. If you are a stockholder of record, you may revoke or change your vote at any time before the proxy is exercised by filing with the iSatori corporate secretary a notice of revocation or another proxy bearing a later date or by attending the special meeting and voting in person. For shares you hold beneficially in “street name,” you may change your vote by submitting new voting instructions to your broker, bank or other nominee or, if you have obtained a legal proxy from your broker, bank or other nominee giving you the right to vote your shares, by attending the special meeting and voting in person. In either case, the powers of the proxy holders will be suspended if you attend the special meeting in person and so request, although attendance at the meeting will not by itself revoke a previously granted proxy.

If your shares are held in an account at a broker, bank or other nominee and you have delivered your voting instruction card to your broker, bank or other nominee, you should contact your broker, bank or other nominee to change your vote.

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Q: What are the material U.S. federal income tax consequences of the merger?

A: It intended that for U.S. federal income tax purposes the merger will qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, which is referred to as the Code. Provided that the merger so qualifies, a holder of iSatori common stock or preferred stock will not recognize any gain or loss for U.S. federal income tax purposes upon the exchange of the holder's iSatori shares for shares of FitLife common stock in the merger, except with respect to cash received in lieu of a fractional share of FitLife common stock.

Q: Do I have appraisal rights in connection with the merger?

A: Under Delaware law, stockholders of iSatori common stock will be entitled to exercise appraisal rights in connection with the merger. Stockholders of preferred stock will not be entitled to exercise appraisal rights.

Q: Whom should I contact if I have any questions about the proxy materials or voting?

A: If you have any questions about the proxy materials or if you need assistance submitting your proxy or voting your shares or need additional copies of this proxy statement/prospectus or the enclosed proxy card, you should contact the iSatori Corporate Secretary, at 15000 W. 6th Avenue, Suite 202, Denver, Colorado 80401 or via Telephone at (303) 215-9174.

SUMMARY

The following summary highlights selected information described in more detail elsewhere in this proxy statement/prospectus and the documents incorporated by reference into this proxy statement/prospectus and may not contain all the information that may be important to you. To understand the transactions and the matters being voted on by iSatori stockholders at their special meeting more fully, and to obtain a more complete description of the legal terms of the merger agreement, you should carefully read this entire document, including the annexes, and the documents to which iSatori and FitLife refer you. Each item in this summary includes a page reference directing you to a more complete description of that topic. See "Where You Can Find More Information" beginning on page 121.

The Parties (see pages 92 and 100)

iSatori, Inc.

iSatori is a consumer products firm that develops and sells scientifically engineered nutritional products through online marketing, Fortune 500 retailers, and thousands of retail stores around the world. Shares of iSatori common stock trade on the OTCBB under the symbol "IFIT." Its principal executive offices are located at 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401, and its telephone number is (303) 215-9174.

FitLife Brands, Inc.

FitLife is a national provider of innovative and proprietary nutritional supplements for health conscious consumers marketed under the brand names NDS Nutrition Products™ www.ndsnutrition.com), PMD™ (www.pmdsports.com), SirenLabs™ (www.sirenlabs.com) and CoreActive™ (www.coreactivenutrition.com). FitLife manufactures and distributes a full line of nutritional supplements to support athletic performance, weight loss and general health predominantly through franchised General Nutrition Centers, Inc. ("GNC") stores located both domestically and internationally.

FitLife is headquartered at 4509 S. 143rd Street, Suite 1, Omaha, Nebraska 68137. FitLife's common stock currently trades under the symbol FTLF on the OTCBB.

ISFL Merger Sub, Inc.

ISFL Merger Sub, Inc., or Merger Sub, a wholly owned subsidiary of FitLife, is a Delaware corporation formed on May 13, 2015, for the purpose of effecting the merger. Merger Sub has not conducted any activities other than those incidental to its formation and the matters contemplated by the merger agreement, including the preparation of applicable regulatory filings in connection with the merger.

iSatori Special Meeting (see page 30)

Date, Time and Place. The iSatori special meeting will be held on September 29, 2015, beginning at 10:00 a.m., local time, at iSatori's offices at 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401, unless postponed to a later date.

Purpose. The special meeting of iSatori stockholders is being held to consider and vote on the following proposals:

Proposal 1. to adopt the merger agreement and to approve the merger;

Proposal 2. to approve on an advisory (non-binding) basis the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger; and

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Proposal 3. to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve the merger.

Record Date; Voting Rights. The record date for the determination of stockholders entitled to notice of and to vote at the iSatori special meeting is August 13, 2015. Only iSatori stockholders who held shares of record at the close of business on August 13, 2015 are entitled to vote at the special meeting and any adjournment or postponement of the special meeting, so long as such shares remain outstanding on the date of the special meeting. iSatori common stock and iSatori Series A and Series D preferred stock are the only classes of stock entitled to vote, and holders of iSatori common stock and iSatori Series A and Series D preferred stock are entitled to vote on each proposal presented at the iSatori special meeting. Each share of iSatori common stock entitles its holder of record to one vote at the iSatori special meeting. As of the record date, the 22,500 shares of iSatori convertible preferred stock issued and outstanding entitle funds advised by RENN Capital Group, Inc. (referred to in this proxy statement/prospectus as "RENN Capital") as the record holder to a total of 5,150 votes (on an as-converted basis) at the iSatori special meeting.

Vote Required. The votes required for each proposal are as follows:

The votes required for each proposal are as follows:

Proposal 1. The affirmative vote, in person or by proxy, of a majority of the votes represented by the shares of iSatori common stock and iSatori Series A and Series D preferred stock, voting on an as converted basis with the common stock, outstanding on August 13, 2015, the record date for the special meeting, is required to adopt the merger agreement and to approve the merger.

Proposal 2. The affirmative vote, in person or by proxy, of a majority of the votes represented the shares of iSatori common stock and iSatori Series A and Series D preferred stock, voting on an as converted basis with the common stock, outstanding on August 13, 2015, is required to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger.

Proposal 3. The affirmative vote, in person or by proxy, of a majority of the votes represented by the shares of iSatori common stock and iSatori Series A and Series D preferred stock, voting on an as converted basis with the common stock, outstanding on August 13, 2015, is required to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and to approve the merger.

As of the record date, there were 13,368,791 shares of iSatori common stock outstanding, held by 44 holders of record, 9,500 shares of iSatori Series A preferred stock and 13,000 shares of iSatori Series D preferred stock outstanding, all of which were held of record by funds advised by RENN Capital. In addition, as of the record date, iSatori directors and executive officers, as a group, owned and were entitled to vote 10,294,600 shares of iSatori common stock, or approximately 76.98% of the outstanding shares of iSatori common stock, were entitled to vote 9,500 shares of iSatori Series A preferred stock, or 100% of the outstanding shares of iSatori Series A preferred stock and were entitled to vote 13,000 shares of iSatori Series D preferred stock, or 100% of the outstanding shares of iSatori Series D preferred stock.

Stephen Adelé, President, Chief Executive Officer and Chairman of the Board of iSatori, is entitled to vote 6,480,203 shares of iSatori common stock and Russell Cleveland, member of the Board of iSatori and President of RENN Capital, is entitled to vote 3,771,869 shares of iSatori common stock, 9,500 shares of iSatori Series A preferred stock and 13,000 shares of iSatori Series D preferred stock. Together Mr. Adelé and Mr. Cleveland are entitled to vote 10,263,222 shares of iSatori common stock, or approximately 76.74% of the outstanding shares of iSatori common stock, including shares of iSatori Series A and Series D preferred stock voting on an as converted basis. Mr. Adelé and Mr. Cleveland have signed a Voting Agreement with FitLife committing to vote all of these shares in favor of adopting the merger agreement and approving the merger, and thus have sufficient votes to assure adoption of the merger agreement and approval of the merger.

Directors and executive officers of iSatori other than Mr. Adelé and Mr. Cleveland are entitled to vote 42,528 shares of iSatori common stock, or approximately 0.32% of the outstanding shares of iSatori common stock. iSatori currently expects that these directors and executive officers will vote their shares in favor of the proposal to adopt the merger agreement and to approve the merger, although none of them has entered into any agreement obligating them to do so.

The Merger (see page 38)

FitLife and iSatori have entered into the merger agreement, which provides that, subject to the terms and conditions of the merger agreement and in accordance with the Delaware General Corporation Law, which is referred to as the DGCL, Merger Sub will merge with and into iSatori, with iSatori continuing as the surviving entity and a direct wholly owned subsidiary of FitLife.

Consideration to be Received in the Merger by iSatori Stockholders (see page 38)

At the effective time of the merger, each share of iSatori common stock will be converted into the right to receive 0.3000 of a share of FitLife common stock, par value $0.01 per share (the “exchange ratio”), with cash paid in lieu of fractional shares of iSatori common stock. Each share of iSatori preferred stock, which consists of Series A $20 Convertible Preferred Stock and Series D $20 Convertible Preferred Stock, will be converted into the right to receive the number of shares of FitLife common stock for each share of iSatori common stock into which such share of preferred stock is convertible as of the effective time of the merger. The exchange ratio is subject to adjustment for iSatori’s net debt and non-cash working capital. Consequently, you will not know the exact per share merger consideration you will receive as a result of the merger when you vote on the merger agreement and the transactions contemplated thereby.

The exchange ratio will be adjusted, if at all, based on an estimate made five days before the closing date of the merger, of the total on the closing date by which iSatori’s net debt is less than $900,000, and iSatori’s non-cash working capital is less than $2,370,000. If this total, referred to as the “total adjustment amount” is greater than $75,000, then the exchange ratio will be increased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504, iSatori’s fully diluted outstanding shares as of the date of the merger agreement. If the total adjustment amount is less $76,000 then the exchange ratio will be decreased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504.

Treatment of Options, Warrants and Restricted Stock Units (see page 38)

Each iSatori option, warrant and restricted stock unit, each of which are referred to as a “converted option,” will be converted into an option or warrant, as applicable, to purchase a number of shares of FitLife common stock equal to the number of shares of iSatori common stock for which the converted option was exercisable for immediately prior to the effective time of the merger, multiplied by the exchange ratio. The exercise price for a converted option will be the exercise price of the converted option immediately prior to the effective time of the merger divided by the exchange ratio. All iSatori options, warrants and restricted stock units will continue to be subject to all of their other respective terms and conditions.

For a more complete discussion of the treatment of iSatori options and other stock-based awards, see "The Merger Agreement—Treatment of iSatori Preferred Stock, Stock Options, Warrants and Restricted Stock Units" on page 69.

Effects of the Merger (see page 38)

Upon the terms and subject to the conditions of the merger agreement, and in accordance with the Delaware law, upon completion of the merger, Merger Sub will merge with and into iSatori, with iSatori continuing as the surviving entity and as a direct, wholly owned subsidiary of FitLife.

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Recommendation of iSatori's Board of Directors and Reasons for the Merger (see page 44)

iSatori's board of directors recommends that iSatori stockholders vote "FOR" the adoption of the merger agreement and approval of the merger.

In the course of reaching its decision to approve the merger agreement and the transactions contemplated by the merger agreement, iSatori's board of directors considered a number of factors in its deliberations. For a more complete discussion of these factors, see "The Merger—Recommendation of iSatori's Board of Directors and Reasons for the Merger" beginning on page 44.

Opinions of iSatori's Financial Advisor (see page 49)

In connection with the proposed merger, iSatori's financial advisor, The BVA Group LLC (referred to in this proxy statement/prospectus as "BVA"), rendered to the board of directors of iSatori its oral opinion on May 12, 2015, subsequently confirmed in writing, that as of such date, and based upon and subject to various assumptions, considerations, qualifications and limitations set forth in its written opinion, the exchange ratio provided for in the merger agreement was fair from a financial point of view to the shareholders of iSatori.

The full text of BVA's written opinion, dated May 12, 2015, is attached as Annex B to this proxy statement/prospectus. BVA's opinion was directed only to the fairness of the exchange ratio to the iSatori shareholders from a financial point of view, was provided to iSatori's board of directors in connection with its evaluation of the merger, did not address any other aspect of the merger and did not, and does not, constitute a recommendation to any holder of iSatori's capital stock as to how any such holder should vote on the merger or act on any matter relating to the merger.

Interests of Certain iSatori Persons in the Merger (see page 55)

When considering the recommendation of iSatori's board of directors with respect to the merger, you should be aware that iSatori's executive officers and directors may have interests in the merger that are different from, or in addition to, those of iSatori's stockholders more generally. These interests may present such executive officers and directors with actual or potential conflicts of interest. iSatori's board of directors was aware of these interests during its deliberations on the merits of the merger and in deciding to recommend that iSatori stockholders vote for the adoption of the merger agreement and the approval of the merger at the meeting. These interests include:

- treatment of iSatori equity awards held by directors and executive officers;
- employment agreements that provide severance rights upon certain termination events;
- appointment of Stephen Adelé, Seth Yakatan and Todd Ordal as members of the board of directors of FitLife following the merger;
- the indemnification of iSatori's directors and executive officers by FitLife; and
- employment agreement with Stephen Adelé to serve as Chief Innovation Officer of FitLife.

For a more detailed description, see “The Merger—Interests of Certain iSatori Persons in the Merger” beginning on page 55.

Governance of FitLife Following Consummation of the Merger (see page 57)

In connection with the merger, the size of the FitLife board will be increased from its present size of five members to seven members. One of the current members of the FitLife board will resign, and Stephen Adelé, Seth Yakatan and Todd Ordal will be elected to the FitLife board.

John Wilson and Michael Abrams will remain FitLife's Chief Executive Officer and President, and Chief Financial Officer, respectively. Stephen Mr. Adelé will be appointed as Chief Innovation Officer and remain Chief Executive Officer of iSatori.

Material U.S. Federal Income Tax Consequences of the Merger (see page 58)

The merger is intended to be treated for U.S. federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (referred to in this proxy statement/prospectus as the "Code").

If the merger so qualifies, then a U.S. Holder of iSatori common stock generally will not recognize any gain or loss on the conversion of such holder's iSatori common stock and/or preferred stock into FitLife common stock in the merger.

The tax consequences of the merger to each iSatori stockholder may depend on such holder's particular facts and circumstances. iSatori stockholders are urged to consult their tax advisors to understand fully the consequences to them of the merger in their specific circumstances. A more detailed discussion of the material U.S. federal income tax consequences of the merger can be found in the section entitled "The Merger—Material U.S. Federal Income Tax Consequences of the Merger" beginning on page 58.

Accounting Treatment of the Transactions (see page 61)

The merger will be accounted for as an acquisition of iSatori by FitLife under the acquisition method of accounting in accordance with accounting principles generally accepted in the U.S., or U.S. GAAP.

Regulatory Approvals (see page 61)

Neither FitLife nor iSatori is required to make any filings or to obtain any approvals or clearances from any antitrust regulatory authorities to consummate the merger. FitLife must comply with applicable federal and state securities laws and OTCBB rules and regulations in connection with the issuance of shares of FitLife common stock in the merger, including the filing with the SEC of the registration statement of which this proxy statement/information statement/ prospectus is a part.

Treatment of iSatori Stock Options and iSatori Stock Based Awards (see page 62)

In connection with the merger, each of iSatori and FitLife will take all actions as may be necessary so that at the effective time of the merger, each iSatori stock option, stock warrant and restricted stock unit and each other iSatori stock-based award will, automatically and without any action on behalf of the holder thereof, be converted into a stock option or award, as the case may be, denominated in, or measured in whole or in part by the value of, shares of capital stock of FitLife.

Treatment of iSatori Series A and Series D Preferred Stock (see page 62)

In connection with the merger, each outstanding shares of iSatori Series A and Series D preferred will be converted, at the effective time of the merger, into the right to receive shares of FitLife common stock in accordance with the exchange ratio, together with cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, pursuant to the merger agreement.

Delisting of iSatori Common Stock (see page 63)

As a result of the merger, shares of iSatori common stock currently listed on the OTCBB will cease to be listed on the OTCBB.

Appraisal Rights (see page 63)

Under Delaware law, holders of iSatori common stock may have the right to receive an appraisal of the fair value of their shares of iSatori common stock in connection with the merger. To exercise appraisal rights, an iSatori stockholder must not vote for adoption of the merger agreement and approval of the merger and must strictly comply with all of the procedures required by Delaware law. These procedures are described more fully beginning on page 63.

The Merger Agreement (see page 67)

FitLife, and iSatori, entered into the merger agreement as of May 18, 2015. A copy of the merger agreement is attached as Annex A to this proxy statement/prospectus. The merger agreement contains the terms and conditions of the proposed business combination of FitLife and iSatori. Under the merger agreement Merger Sub will merge with and into iSatori, with iSatori continuing as the surviving entity and a wholly owned subsidiary of FitLife

Non-Solicitation of Alternative Acquisition Proposals (see page 75)

In the merger agreement, iSatori and FitLife agreed not to solicit proposals relating to certain alternative transactions or, except as described below, engage in discussions or negotiations with respect to, or provide nonpublic information to any person in connection with, any proposal for an alternative transaction. If iSatori or FitLife, as the case may be, receives a written unsolicited bona fide proposal relating to an alternative transaction that its respective board of directors has determined in good faith (after consultation with its outside legal counsel and financial advisors) constitutes a superior proposal or could reasonably be expected to result in a superior proposal, then iSatori or FitLife, as applicable, may, subject to certain conditions, furnish nonpublic information to the third party making the proposal for an alternative transaction and engage in discussions or negotiations with the third party with respect to the proposal for an alternative transaction.

Conditions to Completion of the Merger (see page 70)

The obligations of iSatori and FitLife to consummate the merger are subject to the satisfaction of the following conditions:

The obligations of each of FitLife and iSatori to complete the merger are subject to:

- approval by iSatori stockholders of the merger proposal;
- effectiveness of the registration statement of which this proxy statement/prospectus forms a part and the absence of a stop order or proceedings threatened or initiated by the SEC for that purpose;
- absence of any law or injunction prohibiting the consummation of the merger;
- absence of any pending or threatened action seeking to prohibit the consummation of the merger; and

authorization, consent and approval from all governmental entities required to be obtained prior to consummation of the merger.

The obligations of each of FitLife and iSatori to complete the merger are also subject to:

- the truth and correctness of the other's representations and warranties, subject to certain de minimis or materiality exceptions;
- the prior performance by the other, in all material respects, of all of its obligations under the merger agreement;

with respect to other, the non-occurrence of a material adverse effect since the date of the merger agreement;.

receipt of a certificate executed by an executive officer or another senior officer of the other as to the other's satisfaction of the above three conditions.

iSatori's obligation to complete the merger is subject to the receipt of the employment agreement between FitLife and Stephen Adelé, executed by FitLife.

FitLife's obligation to complete the merger is subject to:

no more than 5% of iSatori issued and outstanding shares common stock and preferred stock, in the aggregate, have delivered a demand for appraisal of such shares;

receipt of the employment agreement between FitLife and Stephen Adelé, executed by Stephen Adelé; and

receipt from U.S. Bank of (i) a written consent to the merger, if required and (ii) a written commitment to provide FitLife and iSatori, as the surviving company in the merger, additional financing on terms reasonably satisfactory to FitLife, in an amount to pay off all existing obligations of iSatori with respect to iSatori's existing financing arrangements with Colorado Business Bank, and to finance the working capital and operating requirements of iSatori, as the surviving company in the merger, following the completion of the merger.

Termination of the Merger Agreement (see page 80)

The merger agreement may be terminated and the merger may be abandoned at any time prior to the closing date under the following circumstances:

The merger agreement may be terminated at any time prior to completion of the merger (except as specified below, including after the required iSatori stockholder approval is obtained):

by mutual written consent of FitLife and iSatori; or

by either FitLife or iSatori:

if the merger has not been completed on or prior to September 30, 2015, which date is referred to as the end date (unless the party seeking to terminated was the principal cause of the failure);

if any final and non-appealable law or order by any governmental entity permanently prohibits completion of the merger and related transactions (this right to terminate will not be available to a party who has breached its obligation to use reasonable best efforts to obtain the required regulatory approvals);

if iSatori stockholders do not approve the merger proposal at the iSatori special meeting;

upon a breach or failure to perform by the other party of any of its representations, warranties, covenants or agreement in the merger agreement resulting in the failure to satisfy a closing condition, which has not been cured within the time permitted under the merger agreement (provided the party seeking to terminate is not in material breach); or

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if (i) the other party's board of directors effects a change of recommendation (whether or not permitted by the merger agreement), or (ii) either party or any of its directors or officers has breached (or deemed to have breached) the non-solicitation obligations in any material respect;

by FitLife at any time, and, by iSatori prior to obtaining stockholder approval, if, the board of directors of such party has authorized such party to enter into a definitive agreement with respect to a superior offer in compliance with relevant provisions of the merger agreement and such party pays the other party the termination fee; or

by FitLife or iSatori if the board of directors of the other party (i) fails to recommend against an alternative acquisition proposal, (ii) fails to publically reaffirm its recommendation of the merger upon request, (iii) waives, terminates, amends or modifies any standstill or similar agreement with a third party, (iv) approves any transaction, or any third party becoming an "interested stockholder" under, Section 203 of the DGCL, or (v) in the case iSatori, renders certain restrictions set forth in iSatori's certificate of incorporation inapplicable to any alternative acquisition proposal, or, (vi) if the board of the other party resolves (or iSatori with respect to (v)), proposes, agrees or publically announces an intention to take any of the actions referred to in the foregoing.

Expenses and Termination Fee Relating to the Merger (see page 82)

Generally, all costs and expenses incurred in connection with the merger agreement and the transactions contemplated by the merger agreement will be paid by the party incurring those expenses, subject to the exceptions described under “The Merger Agreement—Other Covenants and Agreements” on page 79.

Upon termination of the merger agreement, iSatori or FitLife, as the case may be, will under certain circumstances be required to pay the other party or its designee a termination fee of $200,000 in cash (referred to in this proxy statement/prospectus as the “termination fee”). See “The Merger Agreement—Effect of Termination, Termination Fees and Expense Reimbursement” on page 82 for a more complete description of the circumstances under which iSatori or FitLife may be required to pay the other party the termination fee.

Comparison of Rights of Common Stockholders of iSatori and FitLife (see page 117)

iSatori stockholders receiving shares of FitLife common stock in the merger will have different rights once they become stockholders of FitLife due to differences between the governing corporate documents of iSatori and the governing corporate documents of FitLife. These differences are described in more detail under “Comparison of Rights of Common Stockholders of iSatori and FitLife” beginning on page 117.

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COMPARATIVE PER SHARE MARKET PRICE AND DIVIDEND INFORMATION

	FitLife Brands, Inc.			iSatori, Inc.		
	Stock Price		Dividend	Stock Price		Dividend
	High	Low	PerShare	High	Low	PerShare
2015						
Third quarter (through August 20, 2015)	$ 1.75	$ 1.55	$ -	$ 0.63	$ 0.45	$ -
Second quarter	$ 2.15	$ 1.56	$ -	$ 0.95	$ 0.49	$ -
First quarter	$ 2.58	$ 1.95	$ -	$ 1.25	$ 0.67	$ -
2014						
Fourth quarter	$ 2.85	$ 2.50	$ -	$ 1.22	$ 0.62	$ -
Third quarter	$ 2.88	$ 2.22	$ -	$ 1.60	$ 1.10	$ -
Second quarter	$ 2.63	$ 1.95	$ -	$ 2.26	$ 1.34	$ -
First quarter	$ 3.24	$ 1.98	$ -	$ 2.64	$ 1.51	$ -
2013						
Fourth quarter	$ 2.45	$ 1.63	$ -	$ 3.27	$ 2.25	$ -
Third quarter	$ 2.80	$ 1.40	$ -	$ 3.27	$ 2.00	$ -
Second quarter	$ 1.30	$ 0.90	$ -	$ 3.85	$ 3.40	$ -
First quarter	$ 1.20	$ 0.80	$ -	$ 3.75	$ 2.47	$ -

	FitLife Brands, Inc.	iSatori, Inc.	Equivalent Market Value Per Share of iSatori, Inc.
August 20, 2015	$ 1.73	$ 0.50	$ 0.52
May 18, 2015	$ 1.66	$ 0.75	$ 0.50

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UNAUDITED COMPARATIVE PER SHARE INFORMATION

		Six Months Ended June 30, 2015
FitLife Brands, Inc. - Historical		
Per common share data:		
Net income		
Basic and diluted	$	0.02
Unaudited book value	$	0.85
iSatori, Inc. - Historical		
Per common share data:		
Net income		
Basic and diluted	$	(0.04)
Unaudited book value	$	0.11
FitLife Brands, Inc. - Unaudited pro forma combined with iSatori, Inc.		
Per common share data:		
Net income		
Basic and diluted	$	(0.02)
Unaudited book value	$	1.12

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this proxy statement/information statement/prospectus, including those relating to FitLife's and iSatori's statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as "expects," "anticipates," "intends," "plans," "believes," "estimates," "will," "should," "may" or s expression, are forward-looking statements. These statements are not historical facts but instead represent only FitLife's and/or iSatori's expectations, estimates and projections regarding future events.

The forward-looking statements contained in this proxy statement/information statement/prospectus are not guarantees of future performance and involve certain risks and uncertainties that are difficult to predict. The future results and stockholder values of iSatori and FitLife may differ materially from those expressed in the forward-looking statements contained in this document due to, among other factors:

- the timing and anticipated completion of the proposed merger;
- the likelihood of the satisfaction of certain conditions to completion of the merger and whether and when the merger will be completed;
- FitLife's ability to integrate successfully the businesses of iSatori, or that such integration will be more time consuming or costly than expected; and
- the risk that the expected benefits of and potential value created by the proposed merger will not be realized within the expected time period or at all.

These statements are subject to risks and uncertainties, including the risks described in this document under the section "Risk Factors," that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements in this document. Forward-looking statements are not guarantees of performance. These statements are based upon the current beliefs and expectations of management of FitLife and iSatori and are subject to a number of factors that could cause actual outcomes and results to be materially different from those projected or anticipated. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Except to the extent required by applicable law or regulation, neither FitLife nor iSatori undertakes any obligation to update or publish revised forward-looking statements to reflect events or circumstances after the date hereof or the date of the forward-looking statements or to reflect the occurrence of unanticipated events.

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RISK FACTORS

An investment in FitLife common stock involves a high degree of risk. You should carefully consider the following information about these risks, together with the other information contained in this proxy statement/prospectus, before investing in FitLife common stock. If any of the events anticipated by the risks described below occur, FitLife results of operations and financial condition could be adversely affected which could result in a decline in the market price of FitLife common stock, causing you to lose all or part of your investment.

Risks Related to the Merger

Because the market price of shares of FitLife common stock will fluctuate, and the exchange ratio will not be adjusted based on such fluctuation, iSatori stockholders cannot be sure of the value of the merger consideration they will receive.

Upon completion of the merger, each outstanding share of iSatori common stock will be converted into the right to receive 0.3000 shares of FitLife common stock. The number of shares of FitLife common stock to be issued pursuant to the merger agreement for each share of iSatori common stock will not change to reflect changes in the market price of FitLife or iSatori common stock. Because the exchange ratio will not be adjusted to reflect any changes in the market value of FitLife common stock or iSatori common stock, the market value of the FitLife common stock issued in connection with the merger and the iSatori common stock surrendered in connection with the merger may be higher or lower than the values of those shares on earlier dates. Stock price changes may result from, among other things, changes in the business, operations or prospects of FitLife or iSatori prior to or following the merger, litigation or regulatory considerations, general business, market, industry or economic conditions and other factors both within and beyond the control of FitLife and iSatori. The market price of FitLife common stock at the time of completion of the merger may vary significantly from the market prices of FitLife common stock on the date the merger agreement was executed, the date of this proxy statement/prospectus and the date of the iSatori special stockholder meeting. Accordingly, at the time of the iSatori special stockholder meeting, you will not know or be able to calculate the market value of the merger consideration you will receive upon completion of the merger. Neither FitLife nor iSatori is permitted to terminate the merger agreement solely because of changes in the market price of either company's common stock.

The exchange ratio will be adjusted, if at all, based on an estimate made five days before the closing date of the merger, of the total on the closing date by which iSatori’s net debt is less than $900,000, and iSatori’s non-cash working capital is less than $2,370,000. If this total, which is referred to as the total adjustment amount is greater than $75,000, then the exchange ratio will be increased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504, iSatori’s fully diluted outstanding shares as of the date of the merger agreement. If the total adjustment amount is less $76,000 then the exchange ratio will be decreased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504.

Current FitLife and iSatori stockholders will have a reduced ownership and voting interest after the merger.

FitLife will issue or reserve for issuance approximately 4,360,933 shares of FitLife common stock for issuance to iSatori stockholders in the merger (including shares of FitLife common stock to be issued in connection with outstanding iSatori equity awards). As a result of these issuances, current FitLife and iSatori stockholders are expected to hold approximately 67.6% and 32.4%, respectively, of the combined company's outstanding common stock immediately following completion of the merger. However, those percentages may change to 72% and 28%, and 79% and 21%, respectively, if FitLife fully exercises its option to purchase, or both the option to purchase and the right of first refusal, respectively. In connection with the merger, FitLife received an option to purchase, together with a right of first refusal to purchase, certain shares of FitLife stock that will be issued to certain affiliates of iSatori’s shareholders.

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FitLife and iSatori stockholders currently have the right to vote for their respective directors and on other matters affecting the applicable company. When the merger occurs, each iSatori stockholder that receives shares of FitLife common stock will become a stockholder of FitLife with a percentage ownership of the combined company that will be smaller than the stockholder's percentage ownership of iSatori. Correspondingly, each FitLife stockholder will remain a stockholder of FitLife with a percentage ownership of the combined company that will be smaller than the stockholder's percentage of FitLife prior to the merger. As a result of these reduced ownership percentages, FitLife stockholders will have less voting power in the combined company than they now have with respect to FitLife, and former iSatori stockholders will have less voting power in the combined company than they now have with respect to iSatori.

The merger agreement limits each of FitLife’s and iSatori's ability to pursue alternatives to the merger, which could discourage a potential acquirer of either iSatori or FitLife from making an alternative transaction proposal and, in certain circumstances, could require FitLife or iSatori to pay to the other a significant termination fee.

Under the merger agreement, FitLife and iSatori are restricted, subject to limited exceptions, from pursuing or entering into alternative transactions in lieu of the merger. In general, unless and until the merger agreement is terminated, both FitLife and iSatori are restricted from, among other things, soliciting, initiating, seeking, knowingly encouraging or facilitating a competing acquisition proposal from any person. Each of the FitLife Board and the iSatori Board is limited in its ability to change its recommendation with respect to the merger-related proposals. FitLife or iSatori may terminate the merger agreement and enter into an agreement with respect to a superior offer only if specified conditions have been satisfied, including compliance with the non-solicitation provisions of the merger agreement, the expiration of certain waiting periods that may give the other party an opportunity to amend the merger agreement so the superior offer is no longer a superior offer and the payment of the required termination fee. These provisions could discourage a third party that may have an interest in acquiring all or a significant part of FitLife or iSatori from considering or proposing such an acquisition, even if such third party were prepared to pay consideration with a higher per share cash or market value than the consideration proposed to be received or realized in the merger, or might result in a potential acquirer proposing to pay a lower price than it would otherwise have proposed to pay because of the added expense of the termination fee that may become payable. As a result of these restrictions, neither FitLife nor iSatori may be able to enter into an agreement with respect to a more favorable alternative transaction without incurring potentially significant liability to the other. See "The Merger Agreement—Non-Solicitation of Alternative Acquisition Proposals" beginning on page 75.

FitLife and iSatori will be subject to various uncertainties and contractual restrictions while the merger is pending that could adversely affect their financial results.

Uncertainty about the effect of the merger on employees, suppliers and customers may have an adverse effect on FitLife and/or iSatori. These uncertainties may impair FitLife’s and/or iSatori's ability to attract, retain and motivate key personnel until the merger is completed and for a period of time thereafter, and could cause customers, suppliers and others who deal with FitLife or iSatori to seek to change existing business relationships with FitLife or iSatori. Employee retention and recruitment may be particularly challenging prior to completion of the merger, as employees and prospective employees may experience uncertainty about their future roles with the combined company.

The pursuit of the merger and the preparation for the integration of the two companies may place a significant burden on management and internal resources. Any significant diversion of management attention away from ongoing business and any difficulties encountered in the transition and integration process could affect the financial results of FitLife, iSatori and/or the combined company.

In addition, the merger agreement restricts each of FitLife and iSatori, without the other's consent, from making certain acquisitions and dispositions and taking other specified actions while the merger is pending. These restrictions may prevent FitLife and/or iSatori from pursuing attractive business opportunities and making other changes to their respective businesses prior to completion of the merger or termination of the merger agreement. See "The Merger Agreement—Conduct of Business Prior to Closing" beginning on page 73.

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If completed, the merger may not achieve its intended results, and FitLife and iSatori may be unable to successfully integrate their operations.

FitLife and iSatori entered into the merger agreement with the expectation that the merger will result in various benefits, including, among other things, cost savings and operating efficiencies.

Achieving the anticipated benefits of the merger is subject to a number of uncertainties, including whether the businesses of FitLife and iSatori can be integrated in an efficient and effective manner.

It is possible that the integration process could take longer than anticipated and could result in the loss of valuable employees, the disruption of each company's ongoing businesses, processes and systems or inconsistencies in standards, controls, procedures, practices, policies and compensation arrangements, any of which could adversely affect the combined company's ability to achieve the anticipated benefits of the merger. The combined company's results of operations could also be adversely affected by any issues attributable to either company's operations that arise or are based on events or actions that occur prior to the closing of the merger. The companies may have difficulty addressing possible differences in corporate cultures and management philosophies. The integration process is subject to a number of uncertainties, and no assurance can be given that the anticipated benefits will be realized or, if realized, the timing of their realization. Failure to achieve these anticipated benefits could result in increased costs or decreases in the amount of expected revenues and could adversely affect the combined company's future business, financial condition, operating results and prospects.

Delays in completing the merger may substantially reduce the expected benefits of the merger

Satisfying the conditions to, and completion of, the merger may take longer than, and could cost more than, FitLife and iSatori expect. Any delay in completing or any additional conditions imposed in order to complete the merger may materially adversely affect the synergies and other benefits that FitLife and iSatori expect to achieve from the merger and the integration of their respective businesses. In addition, each of FitLife and iSatori may terminate the merger agreement if the merger is not completed by September 30, 2015.

Failure to complete the merger could negatively affect the share prices and the future businesses and financial results of FitLife and iSatori.

Completion of the merger is not assured and is subject to risks, including the risks that approval of the transaction by stockholders of iSatori will not be obtained or that certain other closing conditions will not be satisfied. If the merger is not completed, the ongoing businesses and financial results of FitLife or iSatori may be adversely affected and FitLife and iSatori will be subject to several risks, including:

- having to pay certain significant costs relating to the merger without receiving the benefits of the merger, including, in certain circumstances, a termination fee of $200,000 in the case of both FitLife and iSatori;

- the potential loss of key personnel during the pendency of the merger as employees may experience uncertainty about their future roles with the combined company;

- FitLife and iSatori will have been subject to certain restrictions on the conduct of their businesses which may have prevented them from making certain acquisitions or dispositions or pursuing certain business opportunities while the merger was pending;

the share price of FitLife and/or iSatori may decline to the extent that the current market prices reflect an assumption by the market that the merger will be completed; and

each of FitLife and iSatori may be subject to litigation related to any failure to complete the merger.

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The pro forma financial statements included in this proxy statement/prospectus are presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the merger.

The pro forma financial statements contained in this proxy statement/prospectus are presented for illustrative purposes only, are based on various adjustments, assumptions and preliminary estimates and may not be an indication of the combined company's financial condition or results of operations following the merger for several reasons. See "Unaudited Pro Forma Condensed Combined Financial Information" beginning on page 108. The actual financial condition and results of operations of the combined company following the merger may not be consistent with, or evident from, these pro forma financial statements. In addition, the assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may affect the combined company's financial condition or results of operations following the merger. Any potential decline in the combined company's financial condition or results of operations may cause significant variations in the stock price of the combined company.

The merger may not be accretive to EBITDA and may cause dilution to FitLife's EBITDA per share, which may negatively affect the market price of FitLife's common stock.

FitLife currently anticipates that the merger will be accretive to EBITDA in 2016, which is expected to be the first full year following completion of the merger. This expectation is based on preliminary estimates that are subject to change. FitLife also could encounter additional transaction and integration-related costs, may fail to realize all of the benefits anticipated in the merger or be subject to other factors that affect preliminary estimates. Any of these factors could cause a decrease in FitLife's EBITDA per share or decrease or delay the expected accretive effect of the merger and contribute to a decrease in the price of FitLife's common stock.

FitLife and iSatori will incur substantial transaction fees and costs in connection with the merger.

FitLife and iSatori expect to incur non-recurring expenses totaling approximately $450,000. Additional unanticipated costs may be incurred in the course of the integration of the businesses of FitLife and iSatori. The companies cannot be certain that the elimination of duplicative costs or the realization of other efficiencies related to the integration of the two businesses will offset the transaction and integration costs in the near term, or at all.

FitLife may need to obtain new financing in connection with the termination of iSatori's existing credit facilities or the refinancing of certain of iSatori's existing indebtedness, which new financing may be more costly or time-consuming to obtain than expected.

In connection with the merger, the parties intend to terminate iSatori's existing financing arrangements with Colorado Business Bank. FitLife intends to obtain financing in an amount to pay off all existing obligations of iSatori with respect to iSatori’s financing arrangements with Colorado Business Bank, and to finance the working capital and operating requirements of iSatori, as the surviving company in the merger, following the completion of the merger. There is no assurance that the new financing will be obtained on desired terms and within a desired timeframe or will not contain terms, conditions or restrictions that would be detrimental to the combined company after the completion of the merger. Obtaining such financing arrangement with U.S. Bank is a condition to the completion of the merger.

Certain directors and executive officers of iSatori have interests in the merger that are different from, or in addition to, those of other iSatori stockholders, which could have influenced their decisions to support or approve the merger.

In considering whether to approve the proposals at the iSatori special meeting, iSatori stockholders should recognize that certain directors and executive officers of iSatori have interests in the merger that differ from, or that are in addition to, their interests as stockholders of iSatori. These interests include, among others, ownership interests in the combined company, continued service as a director or an executive officer of the combined company, the accelerated vesting of certain equity awards and/or severance benefits as a result of termination of employment in connection with the merger. These interests, among others, may influence the directors and executive officers of iSatori to approve and/or recommend merger-related proposals. The iSatori Board was aware of and considered these interests at the time each approved the merger agreement. See "The Merger—Interests of Certain iSatori Persons in the Merger" beginning on page 55.

The shares of FitLife common stock to be received by iSatori stockholders as a result of the merger will have different rights from the shares of iSatori common stock.

Upon completion of the merger, iSatori stockholders will become FitLife stockholders and their rights as stockholders will be governed by FitLife's articles of incorporation and by-laws. Certain of the rights associated with FitLife common stock are different from the rights associated with iSatori common stock. Please see "Comparison of Rights of Common Stockholders of iSatori and FitLife" beginning on page 117 for a discussion of the different rights associated with FitLife common stock.

The merger may not be tax-free to iSatori stockholders.

iSatori, FitLife and Merger Sub intend for the merger to qualify as a reorganization within the meaning of Section 368(a) of the Code, but there can be no assurance that the IRS would not assert, or that a court would not sustain, a position contrary to any described herein. Therefore, if the merger does not qualify as a reorganization, then the exchange of iSatori stock for stock of FitLife pursuant to the merger may be taxable to the iSatori stockholders. Therefore, each holder of iSatori stock is urged to consult with his, her or its own tax advisor with respect to the tax consequences of the merger.

Although FitLife intends to have its common stock listed on either the NYSE MKT or the Nasdaq Capital Markets following the completion of the merger, there can be no assurance that the common stock will be so listed or, if listed, that FitLife will be able to comply with the continued listing standards.

Following the completion of the merger, FitLife will use its reasonable best efforts to cause its common stock to be approved for listing on either the NYSE MKT or Nasdaq Capital Markets. However, there can be no assurance that FitLife will be able to meet the initial listing standards of the NYSE MKT or the Nasdaq Capital Markets or any other exchange or, if its stock is listed, that FitLife will be able to maintain such listing. If FitLife is not able to list its common stock on an exchange, or have it quoted on Nasdaq or the NYSE, or after listing, its common stock is subsequently delisted for failure to meet the continued listing standards of the applicable exchange, FitLife’s common stock could be quoted on the OTCBB or on the “pink sheets.” As a result, FitLife could face significant adverse consequences including:

a limited availability of market quotations for its securities;

a determination that its common stock is a “penny stock” which will require brokers trading in its common stock to adhere to more stringent rules, possibly resulting in a reduced level of trading activity in the secondary trading market for its common stock;

a limited amount of analyst coverage; and

a decreased ability to issue additional securities or obtain additional financing in the future.

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Risks Related to FitLife

Although FitLife has achieved profitable operations during the year ended December 31, 2014, it may not be able to sustain profitability. FitLife's failure to sustain profitability or effectively manage growth could result in net losses, and therefore negatively affect FitLife's financial condition.

To achieve continual and consistent profitable operations, FitLife must maintain growth in revenue from its products, including sales to GNC franchisees. In the event of any decrease in sales, if FitLife is not able to maintain growth, or if FitLife is unable to effectively manage its growth, FitLife may not be able to sustain profitability, and may incur net losses in the future, and those net losses could be material. In the event FitLife achieves net losses, its financial condition could be negatively affected, and such affect could be material.

FitLife is currently dependent on sales to GNC franchisees for the vast majority of its total sales.

Direct sales to GNC franchises during the year ended December 31, 2014 represented 50.0% of total sales, while sales to GNC's centralized distribution platform accounted for approximately 48.0% of total sales including indirect distribution of product to domestic and international franchisees. GNC's franchisees are not required to purchase product from FitLife. In the event GNC franchisees cease purchasing products from FitLife, or otherwise reduce their purchases, FitLife's total revenues would be negatively impacted, and such impact could be material.

FitLife's ability to materially increase sales is largely dependent on the ability to increase sales of product to additional GNC franchisees, as well as increasing sales of FitLife Core Active Nutrition Products and, in the longer term, GNC corporate stores. FitLife may invest significant amounts in these expansions with little success.

FitLife currently is focusing its marketing efforts on increasing the sale of products to additional GNC franchisees, both domestically and internationally, as well as increasing the number of independent retailers selling Core Active Nutrition Products. FitLife may not be successful increasing sales to additional GNC franchisees, or contracting with additional independent retailers to market and sell Core Active Nutrition Products. In addition, although FitLife increased international distribution efforts of its products in the year ended December 31, 2014, FitLife does not have an established history of international expansion, and therefore FitLife has no assurance that any further efforts to sell its products outside the United States will result in material increased revenue. FitLife may need to overcome significant regulatory and legal barriers in order to continue to sell its products internationally, and FitLife cannot give assurance as to whether it will be able to comply with such regulatory or legal requirements.

Additionally, FitLife's planned launch into GNC corporate stores is a new venture for FitLife. There are no assurances FitLife will be successful in the corporate stores. If unsuccessful, the attempt to expand into corporate stores could generate operating losses and those losses could be material.

FitLife is affected by extensive laws, governmental regulations, administrative determinations, court decisions and similar constraints, which can make compliance costly and subject it to enforcement actions by governmental agencies.

The formulation, manufacturing, packaging, labeling, holding, storage, distribution, advertising and sale of FitLife products are affected by extensive laws, governmental regulations and policies, administrative determinations, court decisions and similar constraints at the federal, state and local levels, both within the United States and in any country where it conducts business. There can be no assurance that FitLife or its independent distributors will be in compliance with all of these regulations. A failure by FitLife or its distributors to comply with these laws and regulations could lead to governmental investigations, civil and criminal prosecutions, administrative hearings and court proceedings, civil and criminal penalties, injunctions against product sales or advertising, civil and criminal liability for FitLife and/or its principals, bad publicity, and tort claims arising out of governmental or judicial findings of fact or conclusions of law adverse to FitLife or its principals. In addition, the adoption of new regulations and policies or changes in the interpretations of existing regulations and policies may result in significant new compliance costs or discontinuation of product sales, and may adversely affect the marketing of FitLife products, resulting in decreases in revenues.

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FitLife is currently dependent on a limited number of independent suppliers and manufacturers of its products, which may affect its ability to deliver its products in a timely manner. If FitLife is not able to ensure timely product deliveries, potential distributors and customers may not order its products, and its revenues may decrease.

FitLife relies entirely on a limited number of third parties to supply and manufacture its products. FitLife products are manufactured on a purchase order basis only and manufacturers can terminate their relationships with FitLife at will. These third party manufacturers may be unable to satisfy FitLife's supply requirements, manufacture its products on a timely basis, fill and ship its orders promptly, provide services at competitive costs or offer reliable products and services. The failure to meet any of these critical needs would delay or reduce product shipment and adversely affect FitLife's revenues, as well as jeopardize FitLife's relationships with its distributors and customers. In the event any of FitLife's third party manufacturers were to become unable or unwilling to continue to provide FitLife with products in required volumes and at suitable quality levels, FitLife would be required to identify and obtain acceptable replacement manufacturing sources. There is no assurance that FitLife would be able to obtain alternative manufacturing sources on a timely basis. Additionally, all FitLife third party manufacturers source the raw materials for FitLife's products, and if FitLife were to use alternative manufacturers it may not be able to duplicate the exact taste and consistency profile of the product from the original manufacturer. An extended interruption in the supply of FitLife products would result in decreased product sales and FitLife revenues would likely decline. FitLife believes that it can meet its current supply and manufacturing requirements with its current suppliers and manufacturers or with available substitute suppliers and manufacturers. Historically, FitLife has not experienced any delays or disruptions to its business caused by difficulties in obtaining supplies.

FitLife is dependent on its third party manufacturers to supply its products in the compositions FitLife requires, and FitLife does not independently analyze its products. Any errors in its product manufacturing could result in product recalls, significant legal exposure, and reduced revenues and the loss of distributors.

While FitLife requires that its manufacturers verify the accuracy of the contents of FitLife products, FitLife does not have the expertise or personnel to monitor the production of products by these third parties. FitLife relies exclusively, without independent verification, on certificates of analysis regarding product content provided by its third party suppliers and limited safety testing by them. FitLife cannot be assured that these outside manufacturers will continue to supply products to FitLife reliably in the compositions FitLife requires. Errors in the manufacture of its products could result in product recalls, significant legal exposure, adverse publicity, decreased revenues, and loss of distributors and endorsers.

FitLife faces significant competition from existing suppliers of products similar to FitLife's. If FitLife is not able to compete with these companies effectively, FitLife may not be able to maintain profitability.

FitLife faces intense competition from numerous resellers, manufacturers and wholesalers of protein shakes and nutritional supplements similar to FitLife's, including retail, online and mail order providers. Many of FitLife's competitors have longer operating histories, established brands in the marketplace, revenues significantly greater than FitLife's and better access to capital than FitLife. FitLife expects that these competitors may use their resources to engage in various business activities that could result in reduced sales of FitLife's products. Companies with greater capital and research capabilities could re-formulate existing products or formulate new products that could gain wide marketplace acceptance, which could have a depressive effect on FitLife's future sales. In addition, aggressive advertising and promotion by FitLife's competitors may require FitLife to compete by lowering prices because FitLife does not have the resources to engage in marketing campaigns against these competitors, and the economic viability of FitLife's operations likely would be diminished.

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Adverse publicity associated with FitLife's products, ingredients, or those of similar companies, could adversely affect FitLife's sales and revenue.

FitLife's customers' perception of the safety and quality of its products or even similar products distributed by others can be significantly influenced by national media attention, publicized scientific research or findings, product liability claims and other publicity concerning its products or similar products distributed by others. Adverse publicity, whether or not accurate, that associates consumption of FitLife's products or any similar products with illness or other adverse effects, will likely diminish the public's perception of FitLife's products. Claims that any products are ineffective, inappropriately labeled or have inaccurate instructions as to their use, could have a material adverse effect on the market demand for FitLife's products, including reducing its sales and revenues.

The efficiency of nutritional supplement products is supported by limited conclusive clinical studies, which could result in less market acceptance of these products and lower revenues or lower growth rates in revenues.

FitLife's nutritional supplement products are made from various ingredients including vitamins, minerals, amino acids, herbs, botanicals, fruits, berries and other substances for which there is a long history of human consumption. However, there is little long-term experience with human consumption of certain product ingredients or combinations of ingredients in concentrated form. Although FitLife believes all of its products fall within the generally known safe limits for daily doses of each ingredient contained within them, nutrition science is imperfect. Moreover, some people have peculiar sensitivities or reactions to nutrients commonly found in foods, and may have similar sensitivities or reactions to nutrients contained in FitLife's products. Furthermore, nutrition science is subject to change based on new research. New scientific evidence may disprove the efficacy of FitLife's products or prove its products to have effects not previously known. FitLife could be adversely affected by studies that may assert that its products are ineffective or harmful to consumers, or if adverse effects are associated with a competitor's similar products.

FitLife's products may not meet health and safety standards or could become contaminated.

FitLife does not have control over all of the third parties involved in the manufacturing of its products and their compliance with government health and safety standards. Even if FitLife's products meet these standards they could otherwise become contaminated. A failure to meet these standards or contamination could occur in FitLife's operations or those of its distributors or suppliers. This could result in expensive production interruptions, recalls and liability claims. Moreover, negative publicity could be generated from false, unfounded or nominal liability claims or limited recalls. Any of these failures or occurrences could negatively affect FitLife's business and financial performance.

The sale of FitLife's products involves product liability and related risks that could expose it to significant insurance and loss expenses.

FitLife faces an inherent risk of exposure to product liability claims if the use of its products results in, or is believed to have resulted in, illness or injury. Most of FitLife's products contain combinations of ingredients, and there is little long-term experience with the effect of these combinations. In addition, interactions of these products with other products, prescription medicines and over-the-counter drugs have not been fully explored or understood and may have unintended consequences. While FitLife's third party manufacturers perform tests in connection with the formulations of its products, these tests are not designed to evaluate the inherent safety of its products.

Although FitLife maintains product liability insurance, it may not be sufficient to cover all product liability claims and such claims that may arise, could have a material adverse effect on its business. The successful assertion or settlement of an uninsured claim, a significant number of insured claims or a claim exceeding the limits of FitLife's insurance coverage would harm it by adding further costs to its business and by diverting the attention of its senior management from the operation of its business. Even if FitLife successfully defends a liability claim, the uninsured litigation costs and adverse publicity may be harmful to its business.

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Any product liability claim may increase FitLife's costs and adversely affect its revenues and operating income. Moreover, liability claims arising from a serious adverse event may increase FitLife's costs through higher insurance premiums and deductibles, and may make it more difficult to secure adequate insurance coverage in the future. In addition, FitLife's product liability insurance may fail to cover future product liability claims, which, if adversely determined, could subject it to substantial monetary damages.

If the products FitLife sells do not have the healthful effects intended, its business may suffer.

In general, FitLife's products sold consist of nutritional supplements, which are classified in the United States as "dietary supplements" which do not currently require approval from the FDA or other regulatory agencies prior to sale. Although many of the ingredients in such products are vitamins, minerals, herbs and other substances for which there is a long history of human consumption, they contain innovative ingredients or combinations of ingredients. Although FitLife believes all of such products and the combinations of ingredients in them are safe when taken as directed by FitLife, there is little long-term experience with human or other animal consumption of certain of these ingredients or combinations thereof in concentrated form. The products could have certain side effects if not taken as directed or if taken by a consumer that has certain medical conditions. Furthermore, there can be no assurance that any of the products, even when used as directed, will have the effects intended or will not have harmful side effects.

A slower growth rate in the nutritional supplement industry could lessen FitLife's sales and make it more difficult for FitLife to sustain consistent growth.

The nutritional supplement industry has been growing at a strong pace over the past ten years, despite continued negative impacts of popular supplements like Echinacea and ephedra on the supplement market. However, any reported medical concerns with respect to ingredients commonly used in nutritional supplements could negatively impact the demand for FitLife's products. Meanwhile, low-carb products, affected liquid meal replacements and similar competing products addressing changing consumer tastes and preferences could affect the market for certain categories of supplements. All these factors could have a negative impact on FitLife's sales growth.

Compliance with changing corporate governance regulations and public disclosures may result in additional risks and exposures.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002 and new regulations from the SEC, have created uncertainty for public companies such as FitLife. These laws, regulations, and standards are subject to varying interpretations in many cases and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. As a result, FitLife's efforts to comply with evolving laws, regulations, and standards have resulted in, and are likely to continue to result in, increased expenses and significant management time and attention.

Loss of key personnel could impair FitLife's ability to operate.

FitLife's success depends on hiring, retaining and integrating senior management and skilled employees. FitLife is currently dependent on certain current key employees, including John Wilson, its Chief Executive Officer, who is vital to FitLife's ability to grow its business and achieve profitability. As with all personal service providers, FitLife's officers can terminate their relationship with FitLife at will. FitLife's inability to retain these individuals may result in FitLife's reduced ability to operate its business.

A limited trading market currently exists for FitLife's securities and FitLife cannot assure you that an active market will ever develop, or if developed, will be sustained.

There is currently a limited trading market for FitLife securities on the OTCBB marketplace. An active trading market for the common stock may not develop. Consequently, FitLife cannot assure you when and if an active-trading market in FitLife shares will be established, or whether any such market will be sustained or sufficiently liquid to enable holders of shares of FitLife common stock to liquidate their investment in FitLife. If an active public market should develop in the future, the sale of unregistered and restricted securities by current shareholders may have a substantial impact on any such market.

The price of FitLife securities could be subject to wide fluctuations and your investment could decline in value.

The market price of the securities of a company such as FitLife with little name recognition in the financial community and without significant revenues can be subject to wide price swings. For example, the adjusted closing price of FitLife common stock has ranged from a high $3.24 to a low of $1.95 during the period commencing January 1, 2014 and ending December 31, 2014. The market price of FitLife's securities may be subject to wide changes in response to quarterly variations in operating results, announcements of new products by FitLife or its competitors, reports by securities analysts, volume trading, or other events or factors. In addition, the financial markets have experienced significant price and volume fluctuations for a number of reasons, including the failure of certain companies to meet market expectations. These broad market price swings, or any industry-specific market fluctuations, may adversely affect the market price of FitLife securities.

Companies that have experienced volatility in the market price of their stock have been the subject of securities class action litigation. If FitLife were to become the subject of securities class action litigation, it could result in substantial costs and a significant diversion of FitLife management's attention and resources.

Because FitLife common stock may be classified as "penny stock," trading may be limited, and the share price could decline. Because FitLife common stock may fall under the definition of "penny stock," trading in the common stock, if any, may be limited because broker-dealers would be required to provide their customers with disclosure documents prior to allowing them to participate in transactions involving the common stock. These disclosure requirements are burdensome to broker-dealers and may discourage them from allowing their customers to participate in transactions involving FitLife common stock.

FitLife may issue preferred stock with rights senior to the common stock.

FitLife articles of incorporation authorize the issuance of up to 10,000,000 shares of preferred stock and 10,000,000 shares of Series A preferred stock, par value $0.01 per share, 1,000 shares of Series B preferred stock, par value $0.01 per share, and 500 shares of Series C preferred stock par value $0.01 per share, are currently authorized (the "Preferred Stock") and, therefore, could be issued without shareholder approval subject to the 10,000,000 share limitation. Currently, there are no shares of Preferred Stock issued and outstanding, and FitLife has no existing plans to issue any shares of Preferred Stock. However, the rights and preferences of any such class or series of Preferred Stock, were FitLife to issue it, would be established by FitLife's board of directors in its sole discretion and may have dividend, voting, liquidation and other rights and preferences that are senior to the rights of the common stock.

You should not rely on an investment in FitLife common stock for the payment of cash dividends.

FitLife has never paid cash dividends on its stock and does not anticipate paying any cash dividends in the foreseeable future. You should not make an investment in FitLife common stock if you require dividend income. Any return on investment in FitLife common stock would only come from an increase in the market price of FitLife stock, which is uncertain and unpredictable.

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Risks Related to iSatori

iSatori operates in a highly competitive industry. iSatori's failure to compete effectively could adversely affect its market share, revenues and growth prospects.

The U.S. nutritional supplements retail industry is large and highly fragmented. Participants include specialty retailers, supermarkets, drugstores, mass merchants, multi-level marketing organizations, on-line merchants, mail-order companies and a variety of other smaller participants. iSatori believes that the market is also highly sensitive to the introduction of new products, which may rapidly capture a significant share of the market. In the United States, iSatori also competes for sales with heavily advertised national brands manufactured by large pharmaceutical and food companies, as well as other retailers. In addition, as some products become more mainstream, iSatori experiences increased price competition for those products as more participants enter the market. iSatori's international competitors include large international pharmacy chains, major international supermarket chains and other large U.S.-based companies with international operations. iSatori may not be able to compete effectively and its attempts to do so may require it to reduce its prices, which may result in lower margins. Failure to effectively compete could adversely affect iSatori's market share, revenues and growth prospects.

Unfavorable publicity or consumer perception of iSatori's products, the ingredients they contain and any similar products distributed by other companies could cause fluctuations in iSatori's operating results and could have a material adverse effect on iSatori's reputation, the demand for its products and its ability to generate revenues and the market price of iSatori common stock.

iSatori is highly dependent upon consumer perception of the safety and quality of its products and the ingredients they contain, as well as similar products distributed by other companies. Consumer perception of products and the ingredients they contain can be significantly influenced by scientific research or findings, national media attention and other publicity about product use. A product may be received favorably, resulting in high sales associated with that product that may not be sustainable as consumer preferences change. Future scientific research or publicity could be unfavorable to iSatori's industry or any of iSatori's particular products or the ingredients they contain and may not be consistent with earlier favorable research or publicity. A future research report or publicity that is perceived by iSatori's consumers as less favorable or that questions earlier research or publicity could have a material adverse effect on iSatori's ability to generate revenues. As such, period-to-period comparisons of iSatori's results should not be relied upon as a measure of its future performance. Adverse publicity in the form of published scientific research or otherwise, whether or not accurate, that associates consumption of iSatori's products or the ingredients they contain or any other similar products distributed by other companies with illness or other adverse effects, that questions the benefits of iSatori's or similar products, or that claims that such products are ineffective could have a material adverse effect on iSatori's reputation, the demand for its products, its ability to generate revenues and the market price of iSatori common stock.

iSatori's failure to appropriately respond to changing consumer preferences and demand for new products could significantly harm its customer relationships and product sales.

iSatori's business is particularly subject to changing consumer trends and preferences. iSatori's continued success depends in part on its ability to anticipate and respond to these changes, and iSatori may not be able to respond in a timely or commercially appropriate manner to these changes. If iSatori is unable to do so, its customer relationships and product sales could be harmed significantly.

Furthermore, the nutritional supplements industry is characterized by rapid and frequent changes in demand for products and new product introductions. iSatori's failure to accurately predict these trends could negatively impact consumer opinion of its stores as a source for the latest products. This could harm iSatori's customer relationships and cause losses to its market share. The success of iSatori's new product offerings depends upon a number of factors, including iSatori's ability to: accurately anticipate customer needs; innovate and develop new products; successfully commercialize new products in a timely manner; price its products competitively; manufacture and deliver its products in sufficient volumes and in a timely manner; and differentiate its product offerings from those of its competitors.

If iSatori does not introduce new products or make enhancements to meet the changing needs of its customers in a timely manner, some of its products could become obsolete, which could have a material adverse effect on its revenues and operating results.

iSatori's failure to comply with Federal Trade Commission ("FTC") regulations and existing consent decrees imposed on it by the FTC could result in substantial monetary penalties and could adversely affect its operating results.

The FTC exercises jurisdiction over the advertising of dietary supplements and has instituted numerous enforcement actions against dietary supplement companies, for failure to have adequate substantiation for claims made in advertising or for the use of false or misleading advertising claims. As a result of these enforcement actions, iSatori is currently subject to a consent decree that limits its ability to make certain claims with respect to its products. Violations of this order could result in substantial monetary penalties, which could have a material adverse effect on iSatori's financial condition or results of operations.

iSatori may incur material product liability claims, which could increase its costs and adversely affect its reputation, revenues, and operating income.

As a retailer and distributor of products designed for human consumption, iSatori is subject to product liability claims if the use of its products is alleged to have resulted in injury. iSatori's products consist of vitamins, minerals, herbs and other ingredients that are classified as foods or dietary supplements and are not subject to pre-market regulatory approval in the United States. iSatori's products could contain contaminated substances, and some of its products contain ingredients that do not have long histories of human consumption. Previously unknown adverse reactions resulting from human consumption of these ingredients could occur.

In addition, third-party manufacturers produce the products iSatori sells. As a distributor of products manufactured by third parties, iSatori may be liable for various product liability claims for products it does not manufacture. Although iSatori's purchase agreements with its third-party vendors typically require the vendor to indemnify iSatori to the extent of any such claims, any such indemnification is limited by its terms. Moreover, as a practical matter, any such indemnification is dependent on the creditworthiness of the indemnifying party and its insurer, and the absence of significant defenses by the insurers. iSatori may be unable to obtain full recovery from the insurer or any indemnifying third party in respect of any claims against iSatori in connection with products manufactured by such third party.

Even with adequate insurance and indemnification, product liability claims could significantly damage iSatori's reputation and consumer confidence in its products. iSatori's litigation expenses could increase as well, which also could have a material adverse effect on iSatori's results of operations even if a product liability claim is unsuccessful or is not fully pursued.

iSatori may experience product recalls, which could reduce its sales and margin and adversely affect its results of operations.

iSatori may be subject to product recalls, withdrawals or seizures if any of the products iSatori formulates, manufactures or sells are believed to cause injury or illness or if iSatori is alleged to have violated governmental regulations in the manufacturing, labeling, promotion, sale or distribution of such products.

As is common in iSatori's industry, iSatori relies on its third-party vendors to ensure that the products they manufacture and sell to iSatori comply with all applicable regulatory and legislative requirements. In general, iSatori seeks representations and warranties, indemnification and/or insurance from its vendors. However, even with adequate insurance and indemnification, any claims of non-compliance could significantly damage iSatori's reputation and consumer confidence in its products, and materially and adversely affect the market price of iSatori common stock. In addition, the failure of such products to comply with applicable regulatory and legislative requirements could prevent iSatori from marketing the products or require it to recall or remove such products from the market, which in certain cases could materially and adversely affect iSatori's business, financial condition and results of operation.

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An increase in the price or shortage of supply of key raw materials could adversely affect iSatori’s business.

iSatori’s products are composed of certain key raw materials. If the prices of these raw materials were to increase significantly, it could result in a significant increase to iSatori in the prices iSatori’s contract manufacturers and third-party manufacturers charge iSatori for its branded products and third-party products. Raw material prices may increase in the future and iSatori may not be able to pass on such increases to its customers. A significant increase in the price of raw materials that cannot be passed on to customers could have a material adverse effect on iSatori’s results of operations and financial condition. In addition, if iSatori no longer is able to obtain products from one or more of its suppliers on terms reasonable to iSatori or at all, iSatori’s revenues could suffer. Events such as the threat of political or social unrest, or the perceived threat thereof, may also have a significant impact on raw material prices and transportation costs for iSatori’s products. In addition, the interruption in supply of certain key raw materials essential to the manufacturing of iSatori’s products may have an adverse impact on iSatori’s suppliers' ability to provide it with the necessary products needed to maintain iSatori’s customer relationships and an adequate level of sales.

SHOULD ONE OR MORE OF THE FOREGOING RISKS OR UNCERTAINTIES MATERIALIZE, OR SHOULD THE UNDERLYING ASSUMPTIONS PROVE INCORRECT, ACTUAL RESULTS MAY DIFFER SIGNIFICANTLY FROM THOSE ANTICIPATED, BELIEVED, ESTIMATED, EXPECTED, INTENDED OR PLANNED.

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ISATORI SPECIAL MEETING

General

This proxy statement/prospectus is being provided to iSatori stockholders as part of a solicitation of proxies by the board of directors of iSatori for use at the special meeting of iSatori stockholders and at any adjournments or postponements of such special meeting. This proxy statement/prospectus provides iSatori stockholders with information about the special meeting of iSatori stockholders and should be read carefully in its entirety.

Date, Time and Place of the iSatori Special Meeting

The iSatori special meeting will be held on September 29, 2015, beginning at 10:00 a.m., local time, at iSatori's offices at 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401, unless postponed to a later date.

Purposes of the iSatori Special Meeting

The special meeting of iSatori stockholders is being held to consider and vote upon the following proposals:

Proposal 1: to adopt the merger agreement, which is further described in the sections titled "The Merger" beginning on page 38 and "The Merger Agreement" beginning on page 67 and a copy of which is attached to this proxy statement prospectus as Annex A, and to approve the merger;

Proposal 2: to approve on an advisory (non-binding) basis the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger; and

Proposal 3: to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve the merger.

Section 14A of the Exchange Act, which was enacted as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, requires that iSatori provide its stockholders with the opportunity to vote to approve, on an advisory, non-binding basis, the "golden parachute" compensation arrangements for the iSatori named executive officers, as disclosed in the table titled "Golden Parachute Compensation" under the section entitled "The Merger—Interests of Certain iSatori Persons in the Merger" beginning on page 55 and the accompanying footnotes. Through Proposal 2, iSatori is asking its stockholders to indicate their approval of the various equity acceleration which iSatori's named executive officers will or may be eligible to receive in connection with the proposed merger as indicated in such table. iSatori is seeking approval of the following resolution:

"RESOLVED, that the stockholders of iSatori, Inc. approve, solely on an advisory, non-binding basis, the golden parachute compensation which may be paid to iSatori's named executive officers in connection with the proposed merger, as disclosed pursuant to Item 402(t) of Regulation S-K in the table titled "Golden Parachute Compensation" under the section entitled "The Merger—Interests of Certain iSatori Persons in the Merger" beginning on page 55 and the accompanying footnotes."

iSatori stockholders should note that Proposal 2 is merely an advisory vote which will not be binding on iSatori, its board of directors or FitLife. Further, the underlying plans and arrangements are contractual in nature and not, by their terms, subject to stockholder approval. Accordingly, regardless of the outcome of the advisory vote, if the proposed merger is consummated, the eligibility of the iSatori named executive officers for such payments and benefits will not be affected by the outcome of the advisory vote.

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Recommendation of iSatori's Board of Directors

The board of directors of iSatori recommends that the iSatori stockholders vote:

Proposal 1: "FOR" the adoption of the merger agreement and approval of the merger;

Proposal 2: "FOR" the approval on an advisory (non-binding) basis of the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger; and

Proposal 3: "FOR" the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and approve merger.

iSatori's board of directors unanimously approved the merger agreement and determined that the merger agreement and the transactions contemplated by the merger agreement, including the merger, are advisable and in the best interests of iSatori and its stockholders. See "The Merger—Recommendation of iSatori's Board of Directors and Reasons for the Merger" beginning on page 44.

In considering the recommendation of iSatori's board of directors with respect to the merger agreement and the other transactions contemplated by the merger agreement, including the merger on the terms set forth in the merger agreement, iSatori stockholders should be aware that some of iSatori's directors and executive officers may have interests that are different from, or in addition to, the interests of iSatori stockholders more generally. See "The Merger—Interests of Certain iSatori Persons in the Merger" beginning on page 55.

This proxy statement/prospectus contains important information regarding these proposals and factors that iSatori stockholders should consider when deciding how to cast their votes. iSatori stockholders are encouraged to read the entire document carefully, including the annexes to and documents incorporated by reference into this document, for more detailed information regarding the merger agreement and the transactions contemplated by the merger agreement, including the merger.

Attendance at the iSatori Special Meeting

Only iSatori stockholders of record as of the record date, beneficial owners as of the record date, holders of valid proxies for the special meeting and invited guests of iSatori may attend the special meeting.

All attendees should be prepared to present government-issued photo identification (such as a driver's license or passport) for admittance. The additional items, if any, that attendees must bring depend on whether they are stockholders of record, beneficial owners or proxy holders.

An iSatori stockholder who holds shares directly registered in such stockholder's name with iSatori's transfer agent, Corporate Stock Transfer, (referred to in this proxy statement/prospectus as a "stockholder of record"), who wishes to attend the special meeting in person should bring government-issued photo identification.

A stockholder who holds shares in "street name" through a broker, bank, trustee or other nominee (referred to in this proxy statement/prospectus as a "beneficial owner") who wishes to attend the special meeting in person should bring:

government-issued photo identification; and

proof of beneficial ownership as of the record date (e.g., a letter from the broker, bank, trustee or other nominee that is the record owner of such beneficial owner's shares, a brokerage account statement or the voting instruction form provided by the broker).

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A person who holds a validly executed proxy entitling such person to vote on behalf of a record owner of iSatori shares (referred to in this proxy statement/prospectus as a “proxy holder”) who wishes to attend the special meeting in person should bring:

government-issued photo identification;

the validly executed proxy naming such person as the proxy holder, signed by the iSatori stockholder; and

proof of the signing stockholder’s record ownership as of the record date.

No cameras, recording equipment or other electronic devices will be allowed in the meeting room. Failure to provide the requested documents at the door or failure to comply with the procedures for the special meeting may prevent stockholders from being admitted to the iSatori special meeting.

iSatori is able to provide reasonable assistance to help persons with disabilities participate in the special meeting if iSatori is notified in advance of requested accommodations. Please write to iSatori’s principal executive offices at 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401, Attention: Corporate Secretary.

Record Date

The record date for the determination of stockholders entitled to notice of and to vote at the iSatori special meeting is August 13, 2015. Only iSatori stockholders who held shares of record at the close of business on August 13, 2015 are entitled to vote at the special meeting and any adjournment or postponement of the special meeting, as long as such shares remain outstanding on the date of the special meeting.

Outstanding Shares as of Record Date

As of the record date, there were 13,368,791 shares of iSatori common stock outstanding, held by 44 holders of record, 9,500 shares of iSatori Series A preferred stock and 13,000 shares of iSatori Series D preferred stock outstanding, all of which were held of record by funds advised by RENN Capital. In addition, as of the record date, iSatori directors and executive officers, as a group, owned and were entitled to vote 10,294,600 shares of iSatori common stock, or approximately 76.98% of the outstanding shares of iSatori common stock, were entitled to vote 9,500 shares of iSatori Series A preferred stock, or 100% of the outstanding shares of iSatori Series A preferred stock and were entitled to vote 13,000 shares of iSatori Series D preferred stock, or 100% of the outstanding shares of iSatori Series D preferred stock.

A complete list of registered iSatori stockholders entitled to vote at the iSatori special meeting will be available for inspection at the principal place of business of iSatori at 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401 during regular business hours for a period of no less than 10 days before the special meeting and at the place of the iSatori special meeting during the meeting.

Shares and Voting of iSatori’s Directors and Executive Officers

Stephen Adelé, President, Chief Executive Officer and Chairman of the Board of iSatori, is entitled to vote 6,480,203 shares of iSatori common stock and Russell Cleveland, member of the Board of iSatori and President of RENN Capital, is entitled to vote 3,771,869 shares of iSatori common stock, 9,500 shares of iSatori Series A preferred stock and 13,000 shares of iSatori Series D preferred stock. Together Mr. Adelé and Mr. Cleveland are entitled to vote 10,263,222 shares of iSatori common stock, including the shares of Series A preferred stock and Series D preferred stock on an as converted basis, or approximately 76.74% of the outstanding shares of iSatori common stock, including shares of iSatori Series A and Series D preferred stock voting on an as converted basis. Mr. Adelé and Mr. Cleveland have signed a Voting Agreement with FitLife committing to vote all of these shares in favor of adopting the merger agreement and approving the merger and thus have sufficient votes to assure adoption of the merger agreement and approval of the merger.

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Directors and executive officers of iSatori other than Mr. Adelé and Mr. Cleveland are entitled to vote 42,528 shares of iSatori common stock, or approximately 0.32% of the outstanding shares of iSatori common stock. iSatori currently expects that these directors and executive officers will vote their shares in favor of the proposal to adopt the merger agreement and to approve the merger, although none of them has entered into any agreement obligating them to do so.

Voting Rights and Security Ownership of Certain Beneficial Owners and Management

The following table sets forth information with respect to the beneficial ownership of shares of iSatori's common stock as of August 13, 2015, by: (i) each person known by iSatori to be the owner of more than 5% of the outstanding shares of iSatori's common stock, (ii) each officer and director and (iii) all officers and directors as a group. Each stockholder's beneficial ownership is based on 13,368,791 shares of iSatori common stock outstanding.

Name and Address of Beneficial Owner(1)	Number of Shares of Common Stock Beneficially Owned(2)	Percentage Ownership	
Stephen Adelé (3) Chief Executive Officer and President	6,808,944	50.93	%
Russell Cleveland(4)(5) Director	3,777,019	28.25	%
Robert M. Galecke(6) Director	57,409	*	%
Larry Morgan(7) Director	4,688	*	%
Todd Ordal(8) Director	8,251	*	%
Seth Yakatan(9) Director and Interim Chief Financial Officer	4,098	*	%
Executive officers, directors and director-nominees as a group(10)	10,772,140	80.58	%
RENN Universal Growth Investment Trust PLC(11)	2,660,645	19.9	%
RENN Global Entrepreneurs Fund Inc.(12)	1,116,365	8.35	%

* Represents beneficial ownership of less than 1% of the outstanding shares of iSatori common stock.

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(1) Unless otherwise indicated, the address for each director and officer is c/o iSatori, Inc., 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401. Unless otherwise indicated, iSatori believes that all persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned by them. The information in this table is based on statements in filings with the SEC, or other reliable information available to iSatori.

(2) Beneficial ownership of shares and percentage ownership are determined in accordance with the rules of the SEC. In calculating the number of shares beneficially owned by an individual or entity and the percentage ownership of that individual or entity, shares underlying warrants held by that individual or entity that are either currently exercisable or exercisable within 60 days from August 13, 2015 are deemed outstanding. These shares, however, are not deemed outstanding for the purpose of computing the percentage ownership of any other individual or entity.

(3) Stephen Adelé Enterprises, Inc. is the record holder of 6,480,203 of these shares. Mr. Adelé is the sole stockholder of Stephen Adelé Enterprises, Inc., and may be considered to have beneficial ownership of the Stephen Adelé Enterprises, Inc.'s interests. Includes currently exercisable options to purchase 322,741 shares of common stock and 6,000 shares of common stock owned by Mr. Adelé's children.

(4) Includes 3,771,860 shares of common stock, 1,900 shares of common stock issuable upon conversion of Series A Preferred Stock and 3,250 shares of common stock issuable upon the conversion of Series D Preferred Stock, all held by funds to which RENN Capital Group, Inc. serves as investment manager.

(5) Mr. Cleveland is employed as President and CEO of RENN Capital Group, Inc., which serves as investment manager to RENN Global Entrepreneurs Fund, Inc. and to RENN Universal Growth Investment Trust PLC. Mr. Cleveland disclaims beneficial ownership of all shares held by RENN Global Entrepreneurs Fund, Inc. and to RENN Universal Growth Investment Trust PLC except to the extent of his pecuniary interest therein.

(6) Includes 25,491 shares of common stock, and 31,918 shares of common stock issuable upon the exercise of options.

(7) Includes 4,668 shares of common stock.

(8) Includes 8,251 shares of common stock.

(9) Includes 4,098 shares of common stock.

(10) Includes 10,412,322 shares of common stock, currently exercisable options to purchase 354,659 shares of common stock, 1,900 shares of common stock issuable upon conversion of Series A Preferred Stock and 3,250 shares of common stock issuable upon the conversion of Series D Preferred Stock.

(11) Includes 2,660,645 shares of common stock, 950 shares of common stock issuable upon conversion of Series A Preferred Stock and 1,625 shares of common stock issuable upon the conversion of Series D Preferred Stock. The address for this company is 8080 N. Central Expressway, Suite 210; Dallas, TX 75206.

(12) Includes 1,116,365 shares of common stock and 1,625 shares of common stock issuable upon the conversion of Series D Preferred Stock. The address for this company is 8080 N. Central Expressway, Suite 210; Dallas, TX 75206.

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Quorum

In order for business to be conducted at the special meeting, a quorum must be present. A quorum requires the presence, in person or by proxy, of holders of a majority of the issued and outstanding shares of iSatori common stock and iSatori Series A preferred stock and Series D preferred stock entitled to vote at the special meeting. For purposes of determining whether there is a quorum, all shares that are present, including abstentions and broker non-votes, will count towards the quorum. Broker non-votes occur when a beneficial owner holding shares in "street name" does not instruct the broker, bank or other nominee that is the record owner of such stockholder's shares on how to vote those shares on a particular proposal.

Vote Required

The votes required for each proposal are as follows:

Proposal 1. The affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of iSatori common stock and iSatori Series A and Series D preferred stock entitled to vote on Proposal 1, voting as a single class, is required to adopt the merger agreement and to approve the merger. The required vote on Proposal 1 is based on the number of outstanding shares—not the number of shares actually voted. The failure of any iSatori stockholder to submit a vote (i.e., not submitting a proxy and not voting in person) and any abstention from voting by an iSatori stockholder will have the same effect as a vote against Proposal 1. Because Proposal 1 is non-routine, brokers, banks and other nominees do not have discretionary authority to vote on Proposal 1 and will not be able to vote on Proposal 1 absent instructions from the beneficial owner. As a result, broker non-votes will have the same effect as voting against Proposal 1.

Proposal 2. The affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of iSatori common stock and iSatori Series A and Series D preferred stock entitled to vote on Proposal 2, voting as a single class, is required to approve, on an advisory (non-binding) basis, the compensation that may be paid or become payable to iSatori's named executive officers that is based on or otherwise related to the proposed merger. The required vote on Proposal 2 is based on the number of shares present—not the number of outstanding shares. Abstentions from voting by an iSatori stockholder will have no effect on the outcome on Proposal 2. The failure of any iSatori stockholder to submit a vote (i.e., not submitting a proxy and not voting in person) will have no effect on the outcome of Proposal 2. Brokers, banks and other nominees do not have discretionary authority to vote on Proposal 2 and will not be able to vote on Proposal 2 absent instructions from the beneficial owner. Because broker non-votes will count as shares of stock that are present, broker non-votes will, however, have the same effect as voting against Proposal 2. While iSatori's board of directors intends to consider the vote resulting from this proposal, the vote is advisory only and therefore not binding on iSatori or FitLife, and, if the proposed merger with FitLife are approved by iSatori stockholders and consummated, the compensation will be payable even if Proposal 2 is not approved.

Proposal 3. The affirmative vote, in person or by proxy, of holders of a majority of the outstanding shares of iSatori common stock and iSatori Series A and Series D preferred stock entitled to vote on Proposal 3, voting as a single class, is required to approve the adjournment of the iSatori special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to adopt the merger agreement and to approve the merger. The required vote on Proposal 3 is based on the number of shares present—not the number of outstanding shares. Abstentions from voting by an iSatori stockholder will have no effect on the outcome on Proposal 3. The failure of any iSatori stockholder to submit a vote (i.e., not submitting a proxy and not voting in person) will have no effect on the outcome of Proposal 3. Brokers, banks and other nominees do not have discretionary authority to vote on Proposal 3 and will not be able to vote on Proposal 3 absent instructions from the beneficial owner. Because broker non-votes will count as shares of stock that are present, broker non-votes will, however, have the same effect as voting against Proposal 3.

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Stephen Adelé, President, Chief Executive Officer and Chairman of the Board of iSatori, and Russell Cleveland, member of the Board of iSatori and President of RENN Capital, have signed a Voting Agreement with FitLife committing to vote all of their shares in favor of adopting the merger agreement and approving the merger. Together Mr. Adelé and Mr. Cleveland are entitled to vote 10,263,222 shares of iSatori common stock, or approximately 76.74% of the outstanding shares of iSatori common stock, including shares of iSatori Series A and Series D preferred stock voting on an as converted basis, and thus have sufficient votes to assure adoption and approval of the merger agreement.

How To Vote

iSatori stockholders as of the record date may have their shares voted by submitting a proxy or may vote in person at the special meeting by following the instructions provided on the enclosed proxy card. iSatori recommends that iSatori stockholders entitled to vote submit a proxy even if they plan to attend the special meeting.

iSatori stockholders who hold their shares beneficially in “street name” and wish to submit a proxy must provide instructions to the broker, bank, trustee or other nominee that holds their shares of record as to how to vote their shares with respect to Proposals 1, 2 and 3. iSatori stockholders who hold their shares beneficially and wish to vote in person at the special meeting must obtain proxies issued in their own names (known as a “legal proxy”).

iSatori stockholders of record may submit a proxy in one of two ways or vote in person at the special meeting:

- Internet: iSatori stockholders may submit their proxy over the Internet at the web address shown on their proxy card. Internet voting is available 24 hours a day and will be accessible until 11:59 p.m., Eastern time, on September 28, 2015. Stockholders will be given an opportunity to confirm that their voting instructions have been properly recorded. iSatori stockholders who submit a proxy this way should NOT send in their proxy card.

- Mail: iSatori stockholders may submit their proxy by properly completing, signing, dating and mailing their proxy card in the postage-paid envelope (if mailed in the United States) included with this proxy statement/prospectus. iSatori stockholders who vote this way should mail the proxy card early enough so that it is received before the date of the special meeting.

- In Person: iSatori stockholders may vote in person at the special meeting or by sending a representative with an acceptable proxy that has been signed and dated. Attendance at the special meeting will not, however, in and of itself constitute a vote or a revocation of a prior proxy.

iSatori stockholders are encouraged to submit a proxy promptly. Each valid proxy received in time will be voted at the special meeting according to the choice specified, if any. Executed but uninstructed proxies (i.e., proxies that are properly signed, dated and returned but are not marked to tell the proxies how to vote) will be voted in accordance with the recommendations of iSatori’s board of directors.

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Proxies and Revocation

iSatori stockholders of record may revoke their proxies at any time before their shares are voted at the iSatori special meeting in any of the following ways:

- sending a written notice of revocation to iSatori at 15000 W. 6th Avenue, Suite 202, Golden, Colorado 80401 Attention: Corporate Secretary, which must be received before their shares are voted at the special meeting;

- properly submitting a new, later-dated proxy card, which must be received before their shares are voted at the special meeting (in which case only the later-dated proxy is counted and the earlier proxy is revoked);

- submitting a proxy via Internet at a later date (in which case only the later-dated proxy is counted and the earlier proxy is revoked); or

- attending the iSatori special meeting and voting in person. Attendance at the special meeting will not, however, in and of itself, constitute a vote or revocation of a prior proxy.

- iSatori beneficial owners may change their voting instruction only by submitting new voting instructions to the brokers, banks or other nominees that hold their shares of record.

Inspector of Election

The board of directors of iSatori has appointed a representative of Corporate Stock Transfer, Inc. to act as the inspector of election at the iSatori special meeting.

Solicitation of Proxies

iSatori will pay for the proxy solicitation costs related to the iSatori special meeting, except that iSatori and FitLife will share equally the expenses incurred in connection with the filing, printing and mailing of the registration statement on Form S-4 and this proxy statement/prospectus. In addition to sending and making available these materials, some of iSatori’s directors, officers and other employees may solicit proxies by contacting iSatori stockholders by telephone, by mail, by e-mail or in person. iSatori stockholders may also be solicited by press releases issued by iSatori and/or FitLife, postings on iSatori’s or FitLife’s websites and advertisements in periodicals. None of iSatori’s directors, officers or employees will receive any extra compensation for their solicitation services.

Adjournments

The iSatori special meeting may be adjourned in the absence of a quorum by the affirmative vote of holders of a majority of the iSatori shares having voting power present in person or represented by proxy at the special meeting.

Even if a quorum is present, the iSatori special meeting could also be adjourned in order to provide more time to solicit additional proxies in favor of adoption of the merger agreement and approval of the merger if sufficient votes are cast in favor of Proposal 3.

If the adjournment is for more than 30 days or if after the adjournment a new record date is set for the adjourned meeting, a notice of the adjourned meeting must be given to each stockholder of record entitled to vote at the special meeting.

Questions and Additional Information

iSatori stockholders may contact iSatori's Corporate Secretary, with any questions about the proposals or how to vote or to request additional copies of any materials at 15000 W. 6th Avenue, Suite 202, Denver, Colorado 80401 or via Telephone at (303) 215-9174.

THE MERGER

The following is a discussion of the merger and the material terms of the merger agreement between FitLife and iSatori. You are urged to read carefully the merger agreement in its entirety, a copy of which is attached as Annex A to this proxy statement/prospectus and incorporated by reference herein.

Effects of the Merger

iSatori and FitLife, among others, have entered into the merger agreement, pursuant to which, through a series of transactions, iSatori will become a wholly-owned subsidiary of FitLife, and iSatori stockholders will become stockholders of FitLife.

Consideration to be Received in the Merger by iSatori Stockholders

At the effective time of the merger, each share of iSatori common stock will be converted into the right to receive 0.3000 of a share of FitLife common stock, par value $0.01 per share (the "exchange ratio"), with cash paid in lieu of fractional shares of iSatori common stock. Each share of iSatori preferred stock, which consists of Series A $20 Convertible Preferred Stock and Series D $20 Convertible Preferred Stock, will be converted into the right to receive the number of shares of FitLife common stock for each share of iSatori common stock into which such share of preferred stock is convertible as of the effective time of the merger. The exchange ratio is subject to adjustment for iSatori's net debt and non-cash working capital. Consequently, you will not know the exact per share merger consideration you will receive as a result of the merger when you vote on the merger agreement and the transactions contemplated thereby.

The exchange ratio will be adjusted, if at all, based on an estimate made five days before the closing date of the merger, of the total on the closing date by which iSatori's net debt is less than $900,000, and iSatori's non-cash working capital is less than $2,370,000. If this total, referred to as the "total adjustment amount" is greater than $75,000, then the exchange ratio will be increased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504, iSatori's fully diluted outstanding shares as of the date of the merger agreement. If the total adjustment amount is less $76,000 then the exchange ratio will be decreased by an amount equal to the total adjustment amount divided by $1.66, then divided again by 13,508,504.

Treatment of Options, Warrants and Restricted Stock Units

Each iSatori option, warrant and restricted stock unit, each of which are referred to as a "converted option," will be converted into an option or warrant, as applicable, to purchase a number of shares of FitLife common stock equal to the number of shares of iSatori common stock for which the converted option was exercisable for immediately prior to the effective time of the merger, multiplied by the exchange ratio. The exercise price for a converted option will be the exercise price of the converted option immediately prior to the effective time of the merger divided by the exchange ratio. All iSatori options, warrants and restricted stock units will continue to be subject to all of their other respective terms and conditions.

For a more complete discussion of the treatment of iSatori options and other stock-based awards, see "The Merger Agreement—Treatment of iSatori Preferred Stock, Stock Options, Warrants and Restricted Stock Units" on page 69.

The Merger

Upon the terms and subject to the conditions of the merger agreement, and in accordance with the DGCL, upon completion of the merger, Merger Sub will merge with and into iSatori, with iSatori continuing as the surviving entity and as a direct, wholly owned subsidiary of FitLife.

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Background of the Merger

For a number of years, the boards of directors and management of iSatori and FitLife have confronted growing challenges in their industry, including as a result of prevailing macroeconomic trends and increased competition from online retailers, mass merchants, warehouse clubs, and other retailers that are placing a greater emphasis on sports nutrition product sales.

Each of iSatori and FitLife has continually reviewed its respective business strategy and prospects for earnings enhancement and growth in the context of these challenges and has evaluated opportunities to improve its operations and financial performance in order to create value for its respective stockholders. In the past, such reviews have on occasion resulted in considering combinations with or acquisitions of other companies, capital market transactions with joint venture partners and strategic alliances.

As a veteran of, and active participant in, the fitness and nutritional supplement industry, Stephen Adelé, CEO of iSatori, was aware of the FitLife business and operating model. Mr. Adelé, given his vast experience in the sports nutrition industry had knowledge of the management team of FitLife. Historically the parties had engaged in conversations about the industry, the challenges facing the respective businesses, industry trends and collective pursuit of strategic alternatives, however nothing ever substantively materialized from such conversations.

As part of its review of potential strategic alternatives, in early November 2014, iSatori engaged in the active pursuit of strategic alternatives and evaluated the possibility of raising capital, acquiring a business and several potential business combinations. In that context, iSatori worked with its board of directors and Seth Yakatan, a member of its board of directors and current interim CFO to evaluate such strategic alternatives.

Historically, iSatori has worked with Ryan M. Newburn, Esq. of Newburn Law, P.C. as its corporate legal advisor in connection with the securities laws and transactions and in the exploration of additional corporate matters. Newburn Law was consulted at the initiation of this process for the analysis and evaluation of strategic options.

At a meeting held on October 31, 2014, iSatori’s board of directors, together with Michael Wilemon, iSatori’s now former CFO, reviewed, among other matters, the potential strategies that could be undertaken to enhance the overall value of iSatori. Options discussed in this meeting were the: (i) prospects of raising capital, (ii) the prospects of purchasing other companies, (iii) the prospects of a potential merger, and (iv) other strategic alternatives.

During the month of November 2014, management engaged in a process of evaluating these options. Management conducted meetings/interviews with several institutional investors, individual investors, investment banking firms, other alternative investment entities and several SEC-oriented legal firms. From these meetings and diligence efforts, three primary strategic options emerged: (i) the ability of the company to raise additional debt capital, (ii) the ability of the company to raise additional equity capital, (iii) and the prospects of a potential merger. FitLife was one of the companies under consideration as a potential merger candidate.

On December 4, 2014, Stephen Adelé, Seth Yakatan and Jason T. Adelman, a major direct holder of FitLife, met in Los Angeles and discussed the potential of a merger between iSatori and FitLife. During this discussion, rough concepts were evaluated and general terms of a potential transaction were discussed. The parties felt that the potential of a business combination could have merit and would provide significant shareholder value to the shareholders of each party. The parties believed benefits that could be seen from a combination included: (i) enhanced critical mass, (ii) enhanced growth prospects, (iii) product and channel diversification, (iv) operational leverage with suppliers and distributors, and (v) the prospect of greater public awareness in the capital markets. It was agreed that further conversations between the management teams of the companies would be a productive next step.

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At a meeting held on December 9, 2014, iSatori's board of directors, together with Mr. Wilemon, discussed the constraints on the company's ability to raise additional debt and equity capital. The board of directors also discussed the possibility of a merger transaction. The notion of a merger with FitLife was discussed in the context of several options that were available to the company. Both the strengths and weaknesses surrounding a potential merger with FitLife were extensively discussed and analyzed by the board. The meeting in Los Angeles with Jason Adelman was discussed. It was noted that the management teams of both parties would arrange for an additional discussion sometime during January of 2015.

At a meeting held on December 22, 2014, in Dallas, Texas, Mr. Adelé, Russell Cleveland, a member the board directors of iSatori, John S. Wilson, CEO, President and member of the board of directors of FitLife, and Michael Abrams, CFO and member of the board of directors of FitLife, met in person to discuss a potential business combination. Mr. Yakatan attended the meeting via telephone. The strategic rationale behind a merger with FitLife was discussed in detail. The operational philosophy of the respective management teams was explored and discussed in detail. The rough outline of a transaction structure which all parties felt was equitable was outlined. Discussions surrounding valuation parameters for the transaction were extensively discussed. The meeting established a path forward and the creation of parameters for a rough transaction structure. It was agreed that, as a next step, FitLife would provide to iSatori a Term Sheet or Letter of Intent for evaluation.

On January 7, 2015, FitLife provided to iSatori a Letter of Intent that set forth a mutual understanding, in principle, concerning a proposed business combination with iSatori. The proposal was an agreement in principle and not intended to legally bind either party in connection with a merger.

At a meeting held on January 20, 2014, iSatori's board of directors, together with Mr. Wilemon, met to discuss the company and its operations. The board discussed in detail the Letter of Intent received from FitLife. The members of the board discussed the potential transaction in depth including a review of the combined and separate financials of iSatori and FitLife. Several issues were discussed and reviewed. The strategic rationale behind a merger with FitLife was discussed in detail. The operational philosophy of the respective management teams was explored and discussed in detail. Discussions surrounding valuation parameters for the transaction were extensively discussed. It was made an action item for management to edit the FitLife letter via a "redline" and return the document to FitLife for commentary and further negotiations.

Management worked principally with Newburn Law and Mr. Yakatan to revise the Letter of Intent and to revert the document to FitLife with changes.

On January 22, 2015, a draft of the redlined Letter of Intent was provided to the board of directors of iSatori and circulated for review and comment.

On January 23, 2015, iSatori's board of directors was provided with a detailed electronic communication from management and memorandum from Newburn Law outlining the proposed structure of the deal, a potential timeline of the deal and the potential transaction costs. Upon receipt of these documents, there were questions from board members regarding the proposed transaction structure, costs and timeline. The memorandum from Newburn Law outlined in detail why and how the events and processes of a merger could be conducted on the time frame proposed and with the structure proposed.

On January 23, 2015, a redlined version of the Letter of Intent was provided to fit Life.

On January 30, 2015, iSatori received a revised drat Letter of Intent from FitLife. During the next two weeks several telephonic conversations were had between the parties regarding several structural points surrounding the letter.

On February 4, 2015, Mr. Abrams, Mr. Adelé, Mr. Yakatan and Mr. Newburn participated on a call and discussed potential changes to the Letter of Intent provided by FitLife.

On February 5, 2015, Mr. Abrams provide Mr. Adelé with a spreadsheet showing how the exchange ratio was devised on how it would adjust to account for various financials scenarios with both companies.

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On February 9, 2015, Mr. Abrams, Mr. Adelé, and Mr. Yakatan participated on a call and discussed the exchange ratio, future potential synergies that could be obtained by the combined company as a possible capital raise in conjunction with the merger.

On February 10, 2015, Mr. Adelé updated members of iSatori's board of directors via email on the discussions with Mr. Abrams and FitLife.

On February 11, 2015, Mr. Abrams sent Mr. Adelé an email with additional proposed language for the Letter of Intent.

On February 12, 2015, Mr. Abrams provided Mr. Adelé with a revised proposed Letter of Intent and, on February 16, 2015, in advance of iSatori's scheduled board meeting, Mr. Adelé provided the revised Letter of Intent to iSatori's board of directors.

At a meeting held on February 17, 2014, iSatori's board of directors, together with Mr. Wilemon held their regularly scheduled meeting. The board discussed in detail the proposed Letter of Intent from FitLife. Mr. Adelé informed the board that numerous versions of the initial letter had been exchanged between the parties and the most recent version presented to the board contained the negotiations from the prior weeks of discussion. Mr. Adelé informed the board that he had had numerous conversations with Newburn Law and Davis Graham & Subbs LLP, the company's corporate counsel prior to Newburn Law, with regard to handling the legal matters associated with this transaction and to secure a cost estimate for their services. It was suggested that Newburn Law be appointed counsel for the merger transaction with FitLife. The board voted unanimously to approve Newburn Law's engagement to handle the FitLife transaction. During this meeting the CEO presented a proposed time line for the finalization of the merger, which was approximately 180 days. The board requested that a formal timeline, when completed, be sent to the board. It was additionally noted that a fairness opinion would be required to further evaluate and formally approve the deal. The board felt that, in order to formally approve the transaction and to determine if the transaction was in the best interest of shareholders, that the opinion and professional evaluation by an investment bank or other third party as to the terms of the merger was a required step to the consummation of the transaction. The board concluded this part of the meeting by accepting the Letter of Intent, as presented by management, unanimously. With regard to the next steps of transaction, the following topics were discussed by the board: (i) the timing and announcement of public disclosure of the transaction, (ii) the avoidance of insider trading, (iii) the overall desire to secure a draft purchase and sale agreement as quickly as possible, (iv) the benefits of the proposed transaction to shareholders and (v) the need to provide incentives to secure senior management team employment throughout transaction and beyond. Mr. Adelé was charged with the responsibility for the coordination of the transaction for iSatori, gathering the appropriate data and reporting back to the Board.

On February 27, 2015, iSatori and Fitlife exchanged a fully executed version of the Letter of Intent. FitLife then provided iSatori with a draft timeline for the project and its completion. The parties also exchanged a mutual due diligence request list and created an electronic data room to exchange due diligence information.

On March 5, 2015, an initial draft of the merger agreement was provided to Newburn Law by McGrath North, FitLife's counsel. Several discussions, conversations and communications were had between management and Newburn Law to review and comment on this document.

On March 12, 2015, Mr. Abrams and Mr. Adelé had a phone conversation to discuss the progress on the merger agreement and certain potential business opportunities for both companies.

On March 12, 2015, Newburn Law provided a redlined version of the merger agreement back to McGrath North.

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At a meeting held on March 17, 2015, iSatori's board of directors, together with Mr. Wilemon, met to discuss the company. The board discussed in detail the progress on the FitLife transaction. It was reported that several iterations of the transaction documents had been passed between the parties and that additional negotiations were on going. It was noted that there were still several items and key deal points that were unresolved. Both companies were awaiting year-end numbers before finalizing the exchange. Mr. Adelé apprised the board that he and Newburn Law were in constant communication with FitLife and their counsel. A new timeline for completion of the project was presented to the board and they were informed that due diligence was ongoing. It was further noted that iSatori was evaluating groups to undertake drafting the fairness opinion for presentation to the board for approval and review prior to approving the transaction and the signing of the merger document. A target date for the final transaction timeline was provided to the board.

On March 18, 2015, Mr. Abrams and Mr. Adelé had a phone conversation to discuss iSatori's turn of the merger agreement and the timing of drafts of certain ancillary documents.

On March 23, 2015, Mr. Abrams sent Mr. Adelé an email concerning the timing of returning another draft of the merger agreement.

On March 24, 2015, McGrath North provided a redlined version of the merger agreement back to Newburn Law.

On March 26, 2015, the latest draft of the transaction documents was reviewed by members of the board of directors of iSatori and it was determined that most of the substantive deal points had been agreed to by the parties. The board agreed to continue to move the process forward.

On March 31, 2015, McGrath North provided drafts of certain ancillary documents and agreements to the merger agreement to Newburn Law.

On April 1, 2015, McGrath North provided a draft of the voting agreement to Newburn Law.

On April 1, 2015, Mr. Abrams and Mr. Yakatan corresponded via email concerning holding a phone call to discuss open points on the proposed transaction documents.

On April 2, 2015, Mr. Abrams sent Mr. Yakatan an email with revised financial calculations, based on fiscal 2014, year-end numbers, and a revised proposed exchange ratio.

On April 6, 2015, Newburn Law provided redlined drafts of each of the transactions documents to McGrath North. Additionally, a significant number of due diligence files were provided by both parties and. Due diligence documents and materials of FitLife were reviewed by iSatori management and, it was concluded by iSatori management that, there were no material issues with FitLife, its operations, financial performance and contracts. iSatori's board of directors, after consultation with iSatori management, concluded that, based upon the due diligence review of FitLife, the process should proceed.

On April 9, 2015, Mr. Yakatan was named interim CFO of iSatori. He continued to serve as a member of the company's board of directors.

On April 10, 2015, Mr. Abrams sent Mr. Adelé and Mr. Yakatan an email concerning diligence, the current drafts of the transaction documents and timing.

On April 13, 2015, Mr. Yakatan and Mr. Abrams participated on a call to discuss outstanding points on the transaction documents.

On April 14, 2015, Mr. Abrams emailed Mr. Adelé and Mr. Yakatan concerning the capital structure of both companies. Mr. Abrams and Mr. Yakatan participated on a call the same day to discuss the substance of the email.

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On April 15, 2015, Mr. Abrams emailed Mr. Adelé and Mr. Yakatan concerning the proposed exchange ratio and the financial performance of both companies.

On April 16, 2015, Mr. Abrams emailed Mr. Adelé and Mr. Yakatan with additional information concerning the proposed exchange ratio and the financial performance of both companies. Mr. Abrams and Mr. Yakatan participated on a call the same day to discuss the substance of the email. Mr. Yakatan sent Mr. Abrams an email with updated capitalization numbers for iSatori.

On April 17, 2015, McGrath North provided revised drafts of the transaction agreements to Newburn Law. Mr. Abrams left Mr. Yakatan a voicemail and Mr. Yakatan and Mr. Abrams exchanged emails on the remaining issues on the transaction documents.

On April 19, 2015, Mr. Adelé, Mr. Yakatan, Mr. Newburn, Mr. Abrams and Roger Wells of McGrath North participated on a call to discuss outstanding deal and legal points on the transaction documents. Mr. Yakatan also began the process of contacting several firms in order to engage one for the purpose of writing a fairness opinion for the merger.

On April 20, 2015, Mr. Abrams, Mr. Adelé, Mr. Wilson and Mr. Yakatan exchanged emails concerning the proposed exchange ratio and the financial performance of both companies.

At a meeting held on April 21, 2015, iSatori's board of directors met to discuss the company. Management discussed the latest series of calls with FitLife. It was reported that the overall transaction documents were in agreement and any changes made from the last versions of the documents provided to the board were summarized. A review of the current timeline and open action items was presented. Management suggested that the company formally engage a firm to complete a fairness opinion to be presented to the board by mid-May. Management had five firms quote the fairness opinion and based on the quotes received and the timeframe committed to by the various parties, it was recommended by management that the firm The BVA Group be formally engaged to complete the work. The board unanimously approved a motion for the board to approve that the Company move forward with the engagement of The BVA Group to draft a fairness opinion on the merger. The board unanimously approved.

Throughout the period beginning on April 23, 2015 and April 28, 2015, Mr. Yakatan engaged in numerous telephonic and electronic communications with The BVA Group to outline the transaction parameters, review the valuation methodology utilized and facilitate The BVA Group's due diligence questions on both companies. In addition to management's due diligence process on FitLife, The BVA Group conducted an extensive due diligence process on the transaction and on both companies. The BVA Group sought and arranged site visits and on-site interviews with the management teams of both companies.

On April 23, 2015, Mr. Abrams and Mr. Adelé each emailed Newburn Law and McGrath North inquiring as to the status of the transaction documents.

On April 30, 2015, Mr. Abrams emailed Mr. Yakatan providing the merger model created by FitLife. Also on April 30, 2015, Mr. Yakatan, engaged in telephonic and electronic communications with Roth Capital Partners, LCC. Roth Capital Partners, LCC was engaged by FitLife to undertake a fairness opinion for FitLife shareholders. Roth sought and arranged site visits and on-site interviews with the management teams of both companies.

On May 1, 2015, Seth Yakatan shared additional financial due diligence with BVA.

On May 3, 2015 and May 4, 2015, Mr. Yakatan shared additional financial due diligence with The BVA Group. Also, on May 3, 2015, Stephen Adelé, Seth Yakatan, Newburn Law, Michael Abrams and counsel for FitLife engaged in telephonic and electronic communications to further negotiate outstanding deal points.

On May 5, 2015, Mr. Adelé, Mr. Yakatan, Mr. Newburn, Mr. Abrams and Mr. Wells participated on a call to discuss outstanding deal and legal points on the transaction documents.

On May 6, 2015, Newburn Law shared the proposed merger agreement with The BVA Group.

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At an in person meeting held on May 7, 2015, in Denver, Colorado, Mr. Adelé, Mr. Yakatan, Mr. Wilson and Mr. Abrams met in person to discuss the potential business combination and a potential transition plan following the merger.

On May 11, 2015, Mr. Adams, Mr. Adelé, Mr. Yakatan and Russell Cleveland, member of the board of directors of iSatori, exchanged emails concerning the structure of the voting and standstill agreement.

On May 12, 2015, McGrath North provided revised drafts of the transaction agreements to Newburn Law.

At a meeting held on May 12, 2015, iSatori's board of directors met to discuss the company, the merger and to review The BVA Group's fairness opinion. The BVA Group presented to the board its fairness opinion (which was reviewed and approved internally within their company) on the potential merger between iSatori and FitLife. The BVA Group rendered its opinion that the transaction is fair, from a financial point of view, for the shareholders of iSatori. Management then reviewed in detail the merger transaction with the board, which included a revised timeline and pending action items. Management then recommended that, based on the discussion during the previous meetings, and The BVA Group's fairness opinion, that the board approve the merger, the merger agreement and the transactions contemplated thereby. The board approved the merger, the merger agreement and the transactions contemplated thereby unanimously.

On May 13, 2015, Newburn Law and McGrath North exchanged drafts of each company's disclosure schedules and ancillary documents.

On May 14, 2015, Mr. Adelé, Mr. Yakatan, Mr. Newburn, Mr. Abrams and Mr. Wells participated on a call to discuss timing, press releases and any outstanding deal and legal points on the transaction documents. Mr. Adelé, Mr. Yakatan, Mr. Newburn, Mr. Abrams and Mr. Wells exchanged emails concerning final capitalizations, signature pages and press releases.

On May 15, 2015, Newburn Law and McGrath North exchanged mostly final drafts of the transactions documents and each company's disclosure schedules and ancillary documents.

On May 17, 2015, Newburn Law and McGrath North exchanged language concerning Mr. Adelé's employment agreement. Mr. Yakatan phoned Mr. Adams regarding the proposed transition plan. Newburn Law and McGrath North exchanged schedules and exhibits to the agreements.

On May 18, 2015, Mr. Adams emailed Mr. Adelé, Mr. Yakatan and Mr. Newburn with a proposed final draft of Mr. Adelé's employment agreement and transition plan. Mr. Adelé, Mr. Yakatan, and Mr. Abrams exchange numerous emails concerning the timing of announcing the merger.

On the afternoon of May 18, 2015, iSatori and FitLife executed the merger agreement and other agreements contemplated by the merger agreement. On the morning of May 19, 2015, iSatori and FitLife issued press releases announcing the merger.

Recommendation of iSatori's Board of Directors and Reasons for the Merger

By a vote at a meeting held on May 12, 2015, the iSatori board of directors unanimously determined that the merger agreement and the transactions contemplated by the merger agreement were advisable and in the best interests of iSatori and its stockholders and approved the merger agreement and the transactions contemplated by the merger agreement. The iSatori board of directors recommends that iSatori stockholders vote "FOR" the proposal to adopt the merger agreement at the iSatori special meeting.

In evaluating the proposed transaction, the iSatori board of directors consulted with iSatori's management and legal and financial advisors and, in reaching its determination and recommendation, the iSatori board of directors considered a number of factors. The iSatori board of directors also consulted with outside legal counsel regarding its obligations, legal due diligence matters and the terms of the merger agreement.

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Many of the factors considered favored the conclusion of the iSatori board of directors that the merger agreement, and the transactions contemplated thereby, is advisable and in the best interests of iSatori and its stockholders, including the following:

- the growing challenges faced by the industry, including increasing competition and macroeconomic trends, and the attendant risks to iSatori in continuing as an independent public company, especially given its recent issues with Colorado Business Bank;

- the expectation that the combined company will be well positioned to optimize and integrate its sales platform and distribution network;

- the opportunity to combine resources and expertise to better meet the needs of customers and consumers of both companies;

- the expectation that the combined company will deliver long-term operating improvement, with greater potential for earnings expansion;

- the increased financial strength of the combined company and the resulting ability to invest in current businesses and future growth opportunities;

- the expectation that the combination of the two companies will better enable scaling of innovations and new strategies that both companies have developed and pursued independently, including to promote growth as a multichannel distributor;

- the structure of the transactions as a merger of equals, including the governance terms in the merger agreement;

- the fact that, based on the shares and convertible securities then outstanding, iSatori stockholders would own approximately 32.5% of the combined company immediately following completion of the transaction, a number that reflects iSatori's relative contribution to the overall revenue of the combine entity (based on year ended 2014 numbers) less iSatori's debt;

- the projected long-term financial results of iSatori as a standalone company;

- the potential stockholder value that might result from other alternatives available to iSatori, including seeking an alternative transaction with another third party or remaining an independent public company, in each case, considering the potential for iSatori stockholders to share in any future earnings growth of iSatori's businesses and continued costs;

- the board's familiarity with, and understanding of, iSatori's business, assets, financial condition, results of operations, current business strategy and prospects;

- information and discussions with iSatori's management and advisors regarding FitLife's business, assets, financial condition, results of operations, current business strategy and prospects, including the projected long-term financial results of FitLife as a standalone company, the size and scale of the combined company and the expected pro forma effect of the proposed transactions on the combined company;

- the written opinion of the BVA Group LLC delivered to ISatori's board on May 12, 2015, which was confirmed by delivery of a written presentation, to the effect that, as of such date and based upon and subject to the assumptions made, procedures followed, matters considered and limitations on the review undertaken by BVA Group LLC in preparing the opinion, the exchange ratio pursuant to the merger agreement was fair, from a financial point of view, to holders of iSatori common stock, as more fully described under "--Opinion of iSatori's Financial Advisor" beginning on page 49. The full text of the written opinion of BVA Group LLC, dated May 12, 2015, which sets forth assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the opinion, is attached as Annex B to this proxy statement/prospectus; and

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- the review by the ISatori board of directors with its advisors of the structure of the proposed transactions and the financial and other terms of the merger agreement, including the parties' representations, warranties and covenants, the conditions to their respective obligations and the termination provisions, as well as the likelihood of consummation of the proposed transactions and the iSatori board's evaluation of the likely time period necessary to complete the transactions.

- The iSatori board of directors also considered the following specific aspects of the merger agreement:

- the nature of the closing conditions included in the merger agreement, including the reciprocal exceptions to the events that would constitute a material adverse effect on either iSatori or FitLife for purposes of the merger agreement, as well as the likelihood of satisfaction of all conditions to complete the transaction;

- the fact that the representations and warranties of iSatori and Fit Life, as well as the interim operating covenants requiring the parties to conduct their respective businesses in the ordinary course prior to completion of the transactions, subject to specific limitations, are generally reciprocal;

- the right of iSatori's board to change its recommendation in favor of the adoption of the merger agreement (other than in response to the receipt of a written unsolicited bona fide proposal relating to an alternative transaction, which is subject to the preceding sub-bullet above) if the iSatori board of directors has determined in good faith, after consultation with its outside legal counsel, that failure to take such action would be inconsistent with its directors' fiduciary duties, subject to certain conditions;

In the course of its deliberations, the iSatori board of directors also considered a variety of risks and other potentially negative factors, including the following:

- the potential for diversion of management and employee attention and for increased employee attrition during the period prior to completion of the transactions, and the potential effect of the transactions on iSatori's business and relations with customers, suppliers and partners;

- the fact that iSatori stockholders could be adversely affected by a decrease in the trading price of FitLife common stock during the pendency of the transactions and the fact that the merger agreement does not provide iSatori with a price-based termination right or other similar protection;

- the restrictions on the conduct of iSatori's business prior to completion of the proposed transactions, requiring iSatori to conduct its business only in the ordinary course, subject to specific limitations, which could delay or prevent iSatori from undertaking business opportunities that may arise pending completion of the transactions and could negatively impact iSatori's ability to attract and retain employees and decisions of customers, suppliers and partners;

- the fact that the merger agreement includes restrictions on the ability of iSatori to solicit proposals for alternative transactions or engage in discussions regarding such proposals, subject to exceptions and termination provisions (including the requirement to pay a termination fee in the event iSatori accepts a superior proposal), which could have the effect of discouraging such proposals from being made or pursued; and

- risks of the type and nature described under the sections titled "Risk Factors" and "Cautionary Statements Regarding Forward-Looking Statements" beginning on pages 17 and 16, respectively.

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FitLife's Board of Directors Reasons for the Merger

The FitLife board of directors at a meeting on May 13, 2015, determined that it is in the best interest of FitLife and its stockholders, and declared it advisable, to enter into the merger agreement, and by unanimous vote of the members of the board authorized the execution and performance of merger agreement and the issuance of FitLife common stock in the merger.

In evaluating the proposed transaction, the FitLife board consulted with its management and advisors in reaching its decision. Important to the decision of the FitLife board of directors was that the merger presented the following strategic elements which met FitLife's criteria for acquisitions:

- iSatori's high-quality revenue from premium and well respected brands;
- an established alternative distribution outside FitLife's current focus on GNC franchise locations, which offers both risk mitigation through diversification and strategic cross selling opportunities;
- management talent with deep industry knowledge, credibility and expertise; and,
- compelling intellectual property which could enable significant product differentiation and provide a sustainable competitive advantage in several critical products, channels and applications.

The FitLife board also considered the provisions and terms of the merger agreement as favorable, including:

- the representations, warranties and covenants given by iSatori;
- iSatori's agreement not to solicit alternative proposals, or engage in discussions or provide nonpublic information to any person in connection with any proposal for an alternative proposal, except in specific circumstances;
- the conditions to FitLife's obligations to complete the merger, including no occurrence of a material adverse effect on iSatori;
- the payment of a termination fee by iSatori to FitLife under certain terminations of the merger agreement: and
- the voting agreement by the holders by of iSatori common stock and preferred stock representing approximately 76% of the votes entitled to vote on the proposals at the iSatore special meeting.

The FitLife board of directors also considered risks in its consideration of the merger, including:

- the lack of limits on the exchange ratio for the number of shares of FitLife common to be exchanged for iSatori securities in the merger;
- reduced ownership of current FitLife stockholders of FitLife following the merger;
- limitations in merger agreement on FitLife's ability to pursue alternative transactions prior to the merger;
- the possibility that FitLife and iSatori will be unsuccessful in integrating their operations; and
- failure to complete the merger may negatively affect the FitLife share price and future business and financial results; and

- risks of the type and nature described under the sections titled “Risk Factors” and “Cautionary Statements Regarding Forward-Looking Statements” beginning on pages 17 and 16, respectively.

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Certain Financial Projections Utilized by iSatori's Board of Directors and iSatori's Financial Advisor

Financial Projections Related to iSatori

iSatori does not, as a matter of course, publicly disclose forecasts or internal projections as to future performance, earnings or other results due to the unpredictability of the underlying assumptions and estimates. In connection with the discussions regarding the proposed merger, iSatori management, however, prepared certain unaudited financial projections regarding iSatori's forecasted operating results for fiscal years 2015 through 2017. iSatori provided these projections to iSatori's board of directors, BVA and FitLife. BVA used these projections for its financial analyses.

The inclusion of any financial projections or assumptions in this proxy statement/prospectus should not be regarded as an indication that iSatori or its board of directors considered, or now considers, these projections to be a reliable predictor of future results. You should not place undue reliance on the unaudited financial projections contained in this proxy statement/prospectus. Please read carefully "—Important Information About the Unaudited Financial Projections" beginning on page 48.

iSatori uses a variety of financial measures that are not in accordance with GAAP, including EBIT and EBITDA, as supplemental measures to evaluate its operational performance. While iSatori believes that these non-GAAP financial measures provide useful supplemental information, there are limitations associated with the use of these non-GAAP financial measures. These non-GAAP financial measures are not prepared in accordance with GAAP, are not reported by all of iSatori's competitors and may not be directly comparable to similarly titled measures of iSatori's competitors due to potential differences in the exact method of calculation.

Financial Projections Related to FitLife

In connection with the discussions regarding the proposed merger, FitLife provided to iSatori the unaudited financial projections regarding FitLife's forecasted operating results for fiscal years 2015 through 2017 included in the FitLife management case. iSatori provided these projections to iSatori's board of directors for purposes of its consideration of the merger and to BVA for purposes of its financial analyses.

Important Information About the Unaudited Financial Projections

While the unaudited financial projections summarized above in the sections titled "—Certain Financial Projections Utilized by iSatori's Board of Directors and iSatori's Financial Advisor" beginning on page 48 were prepared in good faith and based on information available at the time of preparation, no assurance can be made regarding future events. The estimates and assumptions underlying the unaudited financial projections involve judgments with respect to, among other things, future economic, competitive, regulatory and financial market conditions and future business decisions that may not be realized and that are inherently subject to significant business, economic, competitive and regulatory uncertainties and contingencies, including, among others, risks and uncertainties described under "Risk Factors" and "Cautionary Statements Regarding Forward-Looking Statements" beginning on pages 17 and 16, respectively, all of which are difficult to predict and many of which are beyond the control of iSatori and FitLife, respectively, and will be beyond the control of FitLife after consummation of the merger. There can be no assurance that the underlying assumptions will prove to be accurate or that the projected results will be realized, and actual results will likely differ, and may differ materially, from those reflected in the unaudited financial projections, whether or not the merger is consummated. As a result, the unaudited financial projections cannot be considered a reliable predictor of future operating results, and this information should not be relied on as such.

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The unaudited financial projections were prepared solely for internal use by iSatori or FitLife, as the case may be, and not with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial data, published guidelines of the SEC regarding forward-looking statements and the use of non-GAAP measures or GAAP. In the view of iSatori management and FitLife management, the respective forecasts prepared by them were prepared on a reasonable basis based on the best information available to iSatori management and FitLife management, respectively, at the time of their preparation. The unaudited financial projections, however, are not fact and should not be relied upon as being necessarily indicative of future results, and readers of this proxy statement/prospectus are cautioned not to place undue reliance on this information. The inclusion of the unaudited financial projections in this proxy statement/prospectus shall not be deemed an admission or representation by iSatori or FitLife that such information is material. None of the unaudited financial projections reflect any impact of the merger.

All of the unaudited financial projections summarized in this section were prepared by and are the responsibility of the management of iSatori or FitLife, as the case may be. No independent registered public accounting firm has examined, compiled or otherwise performed any procedures with respect to the prospective financial information contained in these financial forecasts and, accordingly, no independent registered public accounting firm has expressed any opinion or given any other form of assurance with respect thereto and no independent registered public accounting firm assumes any responsibility for the prospective financial information. The reports of the independent registered public accounting firms incorporated by reference into this proxy statement/prospectus relate to the historical financial information of iSatori and FitLife, respectively. Such reports do not extend to the unaudited financial projections and should not be read to do so.

By including in this proxy statement/prospectus a summary of certain of the unaudited financial projections regarding the operating results of iSatori and FitLife, neither iSatori, FitLife nor any of their respective representatives has made or makes any representation to any person regarding the ultimate performance of iSatori or FitLife compared to the information contained in the financial projections. The unaudited financial projections cover multiple years and such information by its nature becomes less predictive with each succeeding year. Neither iSatori, FitLife nor, following consummation of the merger, FitLife undertakes any obligation, except as required by law, to update or otherwise revise the unaudited financial projections contained in this proxy statement/prospectus to reflect circumstances existing since their preparation or to reflect the occurrence of unanticipated events or to reflect changes in general economic or industry conditions, even in the event that any or all of the underlying assumptions are shown to be in error.

The summaries of the unaudited financial projections are not included in this proxy statement/prospectus in order to induce any iSatori stockholder to vote in favor of the proposal to adopt the merger agreement and to approve the merger or any of the other proposals to be voted on at the iSatori special meeting of stockholders.

Opinion of iSatori's Financial Advisor

Pursuant to an engagement letter dated April 21, 2015, iSatori retained The BVA Group LLC (referred to in this proxy statement/prospectus as "BVA") as its financial advisor in connection with the merger.

At the meeting of iSatori's board of directors on May 12, 2015, BVA rendered its oral opinion to the board of directors of iSatori that, as of such date and based upon and subject to the factors and assumptions set forth in its opinion, the exchange ratio in the proposed merger was fair, from a financial point of view, to the holders of iSatori common stock. The oral opinion was subsequently confirmed in writing by delivery of BVA's written opinion dated the same date. No limitations were imposed by iSatori's board of directors upon BVA with respect to the investigations made or procedures followed by it in rendering its opinion.

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The full text of the written opinion of BVA, dated May 12, 2015, which sets forth, among other things, the assumptions made, procedures followed, matters considered and limitations on the review undertaken in rendering its opinion, is attached as Annex B to this proxy statement/prospectus and is incorporated herein by reference. The iSatori stockholders are urged to read the opinion in its entirety. BVA's written opinion is addressed to the board of directors of iSatori, is directed only to the fairness from a financial point of view of the exchange ratio in the merger as of the date of the opinion and does not constitute a recommendation to any stockholder of iSatori as to how such stockholder should vote at the iSatori special meeting. The summary of BVA's opinion set forth in this proxy statement/prospectus is qualified in its entirety by reference to the full text of such opinion.

In arriving at its opinion, BVA, among other things:

- reviewed a draft, dated May 1, of the merger agreement;
- reviewed SEC filings by FitLife including: the annual reports on Form 10-K for the fiscal years ended December 31, 2010 through December 31, 2014;
- reviewed internally prepared financial information for FitLife as of March 31, 2015, which management of FitLife represented as accurately reflecting the financial position of FitLife as of that date;
- met with Stephen Adelé, President and Chief Executive Officer of iSatori and John Wilson, Chief Executive Officer of FitLife, during which they held discussions regarding, the operations, financial conditions, future prospects, projected operations and performance, and the strategic rationale for the merger, including potential merger synergies;
- conducted telephonic interviews with Seth Yakatan, Interim Chief Financial Officer of iSatori and Michael Abrams, Chief Financial officer of FitLife;
- reviewed multi-year financial forecasts provided by the management of iSatori and FitLife relating to the estimated future earnings of each respective company on a stand-alone basis for the next three fiscal years;
- reviewed revenue and product level financial information for both iSatori and Fitlife for the fiscal years ended December 31, 2012, 2013, and 2014;
- reviewed investor presentations prepared by FitLife management as of November 2014 and March 2015;
- compared the financial and operating performances of iSatori and FitLife with publicly available information concerning certain other companies that BVA deemed relevant and reviewed the current and historical market prices of certain publicly traded securities of such other companies;
- prepared valuation analysis of both iSatori and FitLife on a pre-merger basis as of May 12, 2015, as well as a valuation analysis of the combined companies on a proforma basis; and
- reviewed and analyzed the trading activity of iSatori's and FitLife's publicly-traded common stock for the twelve-month period preceding the May 12, 2015.

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BVA relied upon and assumed, without assuming responsibility or liability for independent verification, the accuracy and completeness of all information that was publicly available or was furnished to or discussed with BVA by iSatori or FitLife or otherwise reviewed by or for BVA. BVA did not conduct and was not provided with any valuation or appraisal of any assets or liabilities of iSatori or FitLife, nor did BVA evaluate the solvency of iSatori or FitLife under any state or federal laws relating to bankruptcy, insolvency or similar matters. In relying on financial analyses and forecasts provided to it, BVA assumed that they were reasonably prepared based on assumptions reflecting the best currently available estimates and judgments by the management of each company as to the expected future results of operations and financial condition of iSatori and FitLife. BVA expressed no view as to such analyses or forecasts or the assumptions on which they were based. BVA also assumed that each of the transactions will have the tax consequences described in discussions with, and materials furnished to BVA by, representatives of iSatori; that each of the transactions contemplated by the merger agreement will be consummated as described therein; and that the definitive merger agreement would not differ in any material respects from the draft provided to BVA. BVA also assumed that the representations and warranties made by iSatori and FitLife in the merger agreement and the related agreements are and will be true and correct in all respects material to its analysis.

The projections furnished to BVA for iSatori and FitLife were prepared by the management of each company for fiscal years 2015 through 2017. Neither iSatori nor FitLife publicly discloses internal management projections of the type provided to BVA in connection with BVA's analysis of the merger, and such projections were prepared in connection with the merger and not prepared with a view toward public disclosure. These projections were based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of management, including, without limitation, factors related to general economic and competitive conditions. Accordingly, actual results could vary significantly from those set forth in such projections.

BVA's opinion is based on economic, market and other conditions as in effect on, and the information made available to BVA as of, the date of such opinion. Subsequent developments may affect BVA's opinion, and BVA does not have any obligation to update, revise or reaffirm such opinion. BVA's opinion is limited to the fairness, from a financial point of view, to the holders of iSatori common stock of the exchange ratio in the merger, and BVA has expressed no opinion as to the fairness of any consideration to be paid in connection with the merger to other constituencies of iSatori or the underlying decision by iSatori to engage in the merger. Furthermore, BVA expressed no opinion with respect to the amount or nature of any compensation to any officers, directors or employees of any party to the merger, or any class of such persons, relative to the exchange ratio in the proposed merger applicable to the holders of iSatori common stock, or with respect to the fairness of any such compensation. BVA expressed no opinion as to the price at which the iSatori common stock or FitLife common stock will trade at any future time, whether before or after the closing of the merger.

BVA was not authorized to and did not solicit any expressions of interest from any other parties with respect to the sale of all or any part of iSatori or any other alternative transaction.

In accordance with its customary practices, BVA employed generally accepted valuation methods in reaching its opinion. The following is a summary of the material financial analyses utilized by BVA in connection with providing its opinion to the board of directors of iSatori on May 12, 2015. The financial analyses summarized below include information presented in tabular format. The tables are not intended to stand alone, and in order to more fully understand the financial analyses used by BVA, the tables must be read together with the full text of each summary. Considering the data set forth herein without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of BVA's financial analyses.

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Summary of Analysis Transaction Fairness

Public Market Capitalization Method

BVA analyzed the range of prices that iSatori and FitLife stock traded on the OTCBB during the time leading up to the date of our analysis. Based on closing prices for the month leading up to the date of the analysis, iSatori's stock price ranged from a low of $0.67 to a high of $1.25, which yielded a range of market capitalizations from $8.6 million to $16.1 million. Based on closing prices for the month leading up to the date of the analysis, FitLife's stock price ranged from a low of $1.75 to a high of $2.44, which yielded a range of market capitalizations from $14.3 million to $20.0 million. BVA analyzed trading volumes and stock price behavior over the one year period prior to May 12, 2015, as well as other qualitative factors regarding the market efficiency of iSatori's and FitLife's stock, and determined that the respective public market stock prices were not reliable indicators of value.

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* Although market makers did exist for each of the stocks, the vast majority of transactions were controlled by a very limited number of such market-makers.

Comparison of Projections

BVA compared the historical financials relating to the business of iSatori for fiscal years 2011 through 2014, and the projections for fiscal years 2015 through 2017, that were prepared by iSatori management, with the historical financials and projections relating to the business of FitLife for the same period, that were prepared by FitLife management. BVA noted that iSatori was projected to have compound annual revenue growth of 13.03% between fiscal years 2015 through 2017, while FitLife was projected to have compound annual revenue growth of 6.72% over the same period.

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Management Forecast: Stand Alone

Management Forecast: Combined Entity

Relative Discounted Cash Flow Analysis

BVA conducted a discounted cash flow analysis for the purpose of determining a range of discounted cash flow values for each company alone and for the entities combined. A discounted cash flow analysis is a method of evaluating an asset using estimates of the future unlevered free cash flows generated by the asset, and taking into consideration the time value of money with respect to those cash flows by calculating their “present value.” “Present value” refers to the current value of the cash flows generated by the asset, and is obtained by discounting those cash flows back to the present using a discount rate that takes into account macro-economic assumptions and estimates of risk, the opportunity cost of capital and other appropriate factors. “Terminal value” refers to the present value of all future cash flows generated by the asset for periods beyond the projections period.

BVA calculated the present value of the unlevered free cash flows that iSatori and FitLife are expected to generate during fiscal years 2015 through 2017 using the projections referred to above. BVA also calculated a range of terminal values for iSatori and FitLife by applying a perpetual growth rate ranging from 4.5% to 5.5% to the unlevered free cash flows of both companies during the terminal period of the projections. The unlevered free cash flows and the range of terminal values were discounted to present values using a range of discount rates from 12.5% to 13.5%. A capital structure of 90% equity and 10% debt was applied to the combined entity in accordance with BVA’s observations of the guideline companies as of May 12, 2015.

BVA was advised by iSatori management that iSatori will receive certain operating cash tax benefits if it is able to generate sufficient income to utilize certain deferred tax assets. As such, BVA calculated the net present value of the cash flows associated with these tax benefits. The resulting present value was added to the present value of the cash flows generated from the analysis summarized above.

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A summary of this analysis is presented below:

- iSatori discounted cash flow values ranged from $7.0 million to $8.0 million.

- FitLife discounted cash flow values ranged from $19.1 million to $22.8 million.

- Combined entity discounted cash flow ranged from $27.7 million to $33.4 million

Guideline Company Analysis

Using publicly available information, BVA compared selected financial data of iSatori and FitLife with similar data for eight other publicly traded companies engaged in businesses which BVA judged to be analogous to that of iSatori and FitLife's. The companies selected by BVA were as follows:

- Glanbia plc (GL9)

- GNC Holdings (GNC)

- Herbalife Ltd (HLF)

- Medifast Inc. (MED)

- Nature's Sunshine Products Inc. (NATR)

- Nutraceutical International Corp. (NUTR)

- USANA Health Sciences (USNA)

- Vitamin Shoppe (VSI)

BVA initially considered Muscle Pharm Corp. (MSLP) for the group but ultimately rejected its inclusion due to historical operating losses and recent unfavorable news.

These companies were selected, among other reasons, because they are publicly traded companies with operations and businesses that, for purposes of BVA's analysis, may be considered similar to those of iSatori and FitLife based on business sector participation, financial metrics and form of operations. For each company listed above, BVA calculated and compared various financial multiples and ratios based on publicly available financial data as of May 12, 2015. Among other calculations, BVA calculated the ratio of each company's market value of invested capital (MVIC) to last twelve months (LTM) and next twelve months (NTM) revenue and NTM EBITDA.

A summary of BVA's calculation of multiples are shown below:

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Summary of Valuation Analysis

Conclusion

Based on and subject to the analysis summarized above, BVA is of the opinion that, as of the date of its opinion, the terms of the proposed merger are fair, from a financial point of view, to the equity holders of the Company.

Interests of Certain iSatori Persons in the Merger

When considering the recommendation of iSatori's board of directors with respect to the merger, you should be aware that iSatori's executive officers and directors may have interests in the merger that are different from, or in addition to, those of iSatori's stockholders generally. These interests may present such executive officers and directors with actual or potential conflicts of interest. iSatori's board of directors was aware of these interests during its deliberations on the merits of the merger and in deciding to recommend that iSatori stockholders vote for the adoption of the merger agreement and the approval of the merger at the iSatori special meeting.

Acceleration of Vesting of Equity Awards upon Consummation of the Merger

iSatori's executive officers have previously been granted stock options, restricted stock units and performance restricted stock units under iSatori's employee incentive plans (collectively referred to in this proxy statement/prospectus as the "iSatori Plan"). Certain of these awards, by their terms, will vest early upon consummation of the merger or a similar qualifying event.

For an estimate of the amounts that would be payable to each of iSatori's executive officers in connection with a Qualifying Termination, see "—Compensation Related to the Merger" on page 57.

Change in Control Termination Benefits

Certain of iSatori's executive officers have employment agreements that contain change in control provisions that formalize their severance benefits if the officer is terminated under the circumstances discussed below before or after a change in control of iSatori (which will occur upon the completion of the merger). Generally, under the change in control provisions, an executive officer will receive the benefits provided under the agreement if:

- a change in control occurs, and

- after the change in control the officer's employment is terminated and the termination is a qualifying termination as defined in the employment agreement and described below.

- For purposes of the employment agreements, a qualifying termination means a termination of the executive officer's employment following consummation of the merger, either without cause or by the executive officer for good reason. Good reason generally includes:

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· material diminution in the executive's responsibilities, duties or authority;

- material diminution in the executive's base compensation;

- assignment of the executive to a principal office located beyond a 50-mile radius of the executive's then current work place; or

- material breach by iSatori of any material provision of the employment agreement.

- The principal benefits under the change in control agreements upon a qualifying termination include:

- the officer's salary through the termination date;

- payment of any reimbursable expenses incurred through the termination date; and

- severance pay equal to 50% of the sum of the officer's annual base salary.

Quantification of Change in Control and Termination Payments and Benefits to iSatori Executive Officers

The following table sets forth the amount of payments and benefits that each of iSatori's executive officers would receive in connection with the merger, assuming the consummation of the merger occurred on December 31, 2015 and the employment of iSatori's executive officers was terminated other than for cause on such date.

Change in Control and Termination Compensation

Executive Officer	Cash	Equity(1)	Perquisites / Benefits(2)	Total(3)
Stephen Adelé	$ 243,000(4)	$ 0	$ 6,426	$ 249,426
Seth Yakatan	$ 0	$ 296,000	$ 0	$ 296,000
Andrea Clem	$ 62,500(5)	$ 0	$ 0	$ 62,500
Ricky Anderson	$ 50,000(5)	$ 0	$ 0	$ 50,000

(1) This amount equals the value of the acceleration of equity-based awards upon a qualifying termination under the iSatori Plan (assuming a price per share of $0.75, the per-share closing price of iSatori on May 18, 2015, the last full trading day before the publication of press reports regarding a potential merger of iSatori and FitLife). Set forth below are the values of each type of incentive award that would automatically vest if each executive were to experience a qualifying termination on December 31, 2015. No amounts are included for stock option awards with a per-share exercise price equal to or exceeding $0.75.

(2) This amount equals the value of the health and welfare continuation benefits provided to Mr. Adelé under the terms of his employment agreement with FitLife.

(3) This amount includes the aggregate dollar value of the sum of all amounts reported in the preceding columns.

(4) This amount equals the lump sum cash severance payment provided to Mr. Adelé under the terms of his employment agreement with FitLife, which equals 100% Mr. Adelé's annual base salary.

(5) This amount equals the lump sum cash severance payment provided to the executive officer under the terms of his or her employment agreement, which equals 50% of the

executive officer's annual base salary.

Executive Officer	Stock Options	Restricted Stock Units (RSUs)	Performance RSUs	Total
Stephen Adelé	$ 0	$ 0	$ 0	$ 0
Seth Yakatan	$ 296,000(6)	$ 0	$ 0	$ 296,000
Andrea Clem	$ 0	$ 0	$ 0	$ 0
Ricky Anderson	$ 0	$ 0	$ 0	$ 0

(6) Represents the value of two separate, 200,000 share option grants with $0.01 per share strike prices. The first such grant is subject to accelerated vesting upon consummation of the merger and the second such grant is subject to contingent vesting, only vesting upon consummation of the merger or a similar transaction.

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Treatment of iSatori Director Compensation

The non-employee directors of iSatori, other than Russell Cleveland receive, as part of their compensation for serving on the board of directors, shares of iSatori common stock. These shares of common stock are not restricted and, as such, will not be affected by the consummation of the merger.

Compensation Related to the Merger

The following table sets forth the information required by Item 402(t) of Regulation S-K regarding the compensation for iSatori's "named executive officers" (as identified in accordance with SEC regulations) based on the proposed merger, assuming that the proposed merger is completed on September 30, 2015 (the latest practicable date, determined pursuant to Item 402(t) of Regulation S-K) and each of the named executive officers are terminated without cause on the same day.

Golden Parachute Compensation

Named Executive Officer	Cash	Equity(1)	Perquisites / Benefits(2)	Total(2)
Stephen Adelé	$ 243,000(4)	$ 0	$ 6,426	$ 249,426
Seth Yakatan	$ 0	$ 296,000	$ 0	$ 296,000
Andrea Clem	$ 62,500(5)	$ 0	$ 0	$ 62,500
Ricky Anderson	$ 50,000(5)	$ 0	$ 0	$ 50,000

(1) This amount equals the value of the acceleration of equity-based awards upon a qualifying termination under the iSatori Plan (assuming a price per share of $0.75, the per-share closing price of iSatori on May 18, 2015, the last full trading day before the publication of press reports regarding a potential merger of iSatori and FitLife). Set forth below are the values of each type of incentive award that would automatically vest if each executive were to experience a qualifying termination on December 31, 2015. No amounts are included for stock option awards with a per-share exercise price equal to or exceeding $0.75.

(2) This amount equals the value of the health and welfare continuation benefits provided to Mr. Adelé under the terms of his employment agreement with FitLife.

(3) This amount includes the aggregate dollar value of the sum of all amounts reported in the preceding columns.

(4) This amount equals the lump sum cash severance payment provided to Mr. Adelé under the terms of his employment agreement with FitLife, which equals 100% Mr. Adelé's annual base salary.

(5) This amount equals the lump sum cash severance payment provided to the executive officer under the terms of his or her employment agreement, which equals 50% of the executive officer's annual base salary.

Narrative to Golden Parachute Compensation Table

The tabular disclosure set forth above (i) assumes that each of the listed named executive officers is terminated without cause in connection with the proposed merger under circumstances that entitle such individual to severance payments and benefits under his or her employment agreement (as the case may be) as of September 30, 2015 (the latest practicable date, determined pursuant to Item 402(t) of Regulation S-K) and (ii), in the case of Mr. Yakatan, becomes entitled to accelerated vesting and/or payment in respect of all unvested equity-based awards held by such executive officer on such date, based on a price of $0.70 per share with respect to iSatori common stock (the average per-share closing price of iSatori over the first five business days following May 20, 2015, determined pursuant to Item 402(t) of Regulation S-K) and with performance based awards being paid out at the target level of performance.

Governance of FitLife Following Consummation of the Merger; Employment Agreement

The merger agreement contains certain provisions relating to the governance of FitLife following consummation of the merger. See "The Merger Agreement – Other Covenants and Agreements" beginning on page 79. Completion of the merger is subject to the conditions described under "The Merger Agreement—Conditions to Completion of the Merger" beginning on page 70.

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The board of directors of FitLife and its committees, following consummation of the merger, will have near equal representation from both parties as of the closing. Mr. Adelé, Mr. Yakatan and Mr. Ordal will be added to the board of directors of FitLife while Fadi Aramouni will resign from the board of directors of FitLife following consummation of the merger. Mr. Adelé will enter into an employment agreement with FitLife in connection with the merger. See "Board of Directors and Management of FitLife Following Completion of the Transactions" on pages 84 and 87.

Indemnification; Directors' and Officers' Insurance

Following the consummation of the merger, FitLife is required to split the cost to purchase a "tail" directors' and officers' liability insurance policy with six-year coverage for iSatori's present and former directors and officers. For a more complete description, see "The Merger Agreement -- Other Covenants and Agreements" beginning on page 79.

Board of Directors

The board of directors of FitLife and its committees, following consummation of the merger, will have near equal representation from both parties as of the closing. Mr. Adelé, Mr. Yakatan and Mr. Ordal will be added to the board of directors of FitLife while Mr. Aramouni will resign from the board of directors of FitLife following consummation of the merger.

Material U.S. Federal Income Tax Consequences of the Merger

The following is a general discussion of the material U.S. federal income tax consequences of the merger to U.S. Holders (as defined below) of iSatori common and/or preferred stock. This discussion does not address any tax consequences arising under the unearned income Medicare contribution tax pursuant to the Health Care and Education Reconciliation Act of 2010, nor does it address any tax consequences arising under the laws of any state, local or foreign jurisdiction, or under any U.S. federal laws other than those pertaining to the income tax.

This discussion is based upon the Code, the regulations promulgated under the Code and court and administrative rulings and decisions, all as in effect on the date of this proxy statement/prospectus. These authorities may change, possibly retroactively, and any change could affect the accuracy of the statements and conclusions set forth in this discussion.

This discussion addresses only those U.S. Holders (as defined below) of iSatori common and/or preferred stock that hold their shares of iSatori common and/or preferred stock and will hold their shares of FitLife common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment). Further, this discussion does not address all aspects of U.S. federal income taxation that may be relevant to you in light of your individual circumstances or that may be applicable to you if you are subject to special treatment under the U.S. federal income tax laws, including if you are:

- a financial institution;
- a tax-exempt organization;
- a real estate investment trust;
- an S corporation or other pass-through entity (or an investor in an S corporation or other pass-through entity);
- an insurance company;

- a regulated investment company or a mutual fund;
- a “controlled foreign corporation” or a “passive foreign investment company”;

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- a dealer or broker in stocks and securities, or currencies;
- a trader in securities that elects mark-to-market treatment;
- a holder of iSatori common and/or preferred stock subject to the alternative minimum tax provisions of the Code;
- a holder of iSatori common and/or preferred stock that received iSatori common and/or preferred stock through the exercise of an employee stock option, through a tax qualified retirement plan or otherwise as compensation;
- a holder of iSatori common and/or preferred stock that has a functional currency other than the U.S. dollar;
- a holder of iSatori common and/or preferred stock that holds iSatori common and/or preferred stock as part of a hedge, straddle, constructive sale, conversion or other integrated transaction;
- a person that is not a U.S. Holder (as defined below); or
- a U.S. expatriate.

For purposes of this discussion, the term “U.S. Holder” means a beneficial owner of iSatori common and/or preferred stock that is, for U.S. federal income tax purposes, (1) an individual citizen or resident of the United States, (2) a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) organized in or under the laws of the United States or any state thereof or the District of Columbia, (3) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (b) such trust has made a valid election to be treated as a U.S. person for U.S. federal income tax purposes or (4) an estate, the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source.

If an entity or an arrangement treated as a partnership for U.S. federal income tax purposes holds iSatori common and/or preferred stock, the U.S. federal income tax consequences of the transactions of a partner in such partnership (or owner of such entity) generally will depend on the status of the partner and the activities of the partnership (or entity). Any entity treated as a partnership for U.S. federal income tax purposes that holds iSatori common and/or preferred stock, and any partners in such partnership, should consult their own tax advisors with respect to the tax consequences of the transactions in their specific circumstances.

The tax consequences of the transactions will depend on your specific situation. You should consult with your own tax advisor as to the tax consequences of the transactions in your particular circumstances, including the applicability and effect of the alternative minimum tax and any state, local, foreign or other tax laws and of changes in those laws.

Tax Consequences of the Transactions

The parties intend for merger to be treated as a “reorganization” for U.S. federal income tax purposes within the meaning of Section 368(a) of the Code. iSatori and FitLife have not sought and will not seek any ruling from the Internal Revenue Service regarding any matters relating to the merger, and as a result, there can be no assurance that the Internal Revenue Service will not assert, or that a court would not sustain, a position contrary to any of the conclusions set forth below.

Assuming that the merger constitutes a “reorganization” within the meaning of Section 368(a) of the Code, upon the exchange of iSatori common and/or preferred stock for FitLife common stock and cash in lieu of fractional shares, the material U.S. federal income tax consequences of the transactions will be as follows.

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You will not recognize gain or loss upon exchanging your iSatori common and/or preferred stock for FitLife common stock, except for any gain or loss recognized with respect to cash received in lieu of a fractional share of FitLife common stock. The aggregate tax basis in the shares of FitLife common stock that you receive pursuant to the merger (including any fractional share deemed received and sold as described below) will equal your aggregate adjusted tax basis in the shares of iSatori common and/or preferred stock you surrender. Such aggregate adjusted tax basis will be allocated between the FitLife common stock you receive and any fractional share based on their relative fair market values. Your holding period for the shares of FitLife common stock that you receive pursuant to the merger (including any fractional share deemed received and sold as described below) will include your holding period for the shares of iSatori common and/or preferred stock you surrender.

Cash Instead of a Fractional Share

If you receive cash instead of a fractional share of FitLife common stock, you will be treated as having received the fractional share of FitLife common stock pursuant to the transactions and then as having sold that fractional share of FitLife common stock for cash. As a result, you will recognize gain or loss equal to the difference between the amount of cash received and the basis in your fractional share of FitLife common stock as set forth above. This gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if, as of the closing date, the holding period for such fractional share (as described above) is greater than one year. Long-term capital gains of individuals are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

If you acquired different blocks of iSatori common and/or preferred stock at different times or different prices, you should consult your tax advisor regarding the manner in which gain or loss should be determined in your specific circumstances.

Backup Withholding

If you are a non-corporate holder of iSatori common and/or preferred stock you may be subject, under certain circumstances, to backup withholding at a rate of 28% on any cash payments you receive. You generally will not be subject to backup withholding, however, if you:

- furnish a correct taxpayer identification number, certify that you are not subject to backup withholding on the substitute Form W-9 or successor form included in the letter of transmittal you will receive and otherwise comply with all the applicable requirements of the backup withholding rules; or

- provide proof acceptable to FitLife and the exchange agent that you are otherwise exempt from backup withholding.

Any amounts withheld under the backup withholding rules are not an additional tax and will generally be allowed as a refund or credit against your U.S. federal income tax liability, provided you timely furnish the required information to the Internal Revenue Service.

Holders of iSatori common and/or preferred stock are urged to consult their tax advisors with respect to the tax consequences of the transactions in their particular circumstances, including the applicability and effect of the alternative minimum tax and any state, local, foreign or other tax laws and of changes in those laws.

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Accounting Treatment of the Transactions

FitLife prepares its financial statements in accordance with U.S. GAAP. The merger will be accounted for by applying the acquisition method in accordance with Accounting Standards Codification 805, Business Combinations, or ASC 805, which requires the determination of the acquirer, the acquisition date, the fair value of assets and liabilities of the acquiree and the measurement of goodwill or a bargain purchase, if any. The accounting guidance provides that in identifying the acquiring entity in a combination effected through an exchange of equity interests, all pertinent facts and circumstances must be considered, including the relative voting rights of the stockholders of the constituent companies in the combined entity, the composition of the board of directors and senior management of the combined company, the relative size of each company and the terms of the exchange of equity securities in the business combination, including payment of any premium.

Based on the fact that current FitLife Board members will represent a majority of the directors of the FitLife Board immediately following completion of the merger, FitLife stockholders will own approximately 68% of the stock of the combined company with iSatori stockholders receiving a premium (as of the date preceding the merger announcement) over the fair market value of their shares on such date, as well as other terms of the merger, FitLife is considered to be the acquirer of iSatori for accounting purposes.

Accordingly, FitLife will allocate the purchase price to the fair value of iSatori's assets and liabilities at the acquisition date. If the fair value of the assets acquired and liabilities assumed is less than the purchase price, goodwill will be recognized for the difference. If the fair value of the assets acquired and liabilities assumed exceeds the purchase price, a bargain purchase will occur with a gain recognized for the difference. Currently, the preliminary purchase price allocation indicates that the preliminary fair value of the assets to be acquired and liabilities to be assumed is less than the preliminary purchase price and goodwill will be recognized for the difference.

All unaudited pro forma condensed combined consolidated financial statements contained in this proxy statement/prospectus were prepared using the acquisition method of accounting. The final allocation of the purchase price will be determined after the merger is completed and after completion of an analysis to determine the estimated fair value of iSatori's assets and liabilities. Accordingly, the final acquisition accounting adjustments may be materially different from the unaudited pro forma adjustments. Any decrease in the net estimated fair value of the assets and liabilities of iSatori as compared to the unaudited pro forma information included in this proxy statement/prospectus will have the effect of decreasing the estimated non-cash gain recognized related to the merger.

Regulatory Approvals

Neither FitLife nor iSatori is required to make any filings or to obtain any approvals or clearances from any antitrust regulatory authorities to consummate the merger. FitLife must comply with applicable federal and state securities laws and OTCBB rules and regulations in connection with the issuance of shares of FitLife common stock in the merger, including the filing with the SEC of the registration statement of which this proxy statement/information statement/ prospectus is a part.

Exchange of Shares

Prior to the effective time of the merger, FitLife will appoint an exchange agent to handle the exchange of shares of iSatori common stock for FitLife common stock. At the effective time of the merger, each share of iSatori common stock (excluding any shares of iSatori common stock held in treasury, which will be cancelled for no consideration) will be converted into the right to receive .3000 shares of FitLife without the need for any action by the holders of iSatori common stock, together with cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, as described below.

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iSatori stockholders will not receive any fractional shares of FitLife common stock in the merger. Instead, a stockholder of iSatori who otherwise would have received a fractional share of FitLife common stock will be entitled to receive, from the exchange agent appointed by FitLife pursuant to the merger agreement, a cash payment in lieu of such fractional shares representing such holder's proportionate interest in the proceeds from the sale by the exchange agent of the number of excess shares of FitLife common stock represented by the aggregate amount of fractional shares of FitLife common stock.

If a dividend or other distribution is declared with respect to shares of FitLife common stock with a record date after the effective time of the merger, such declaration will include a dividend or other distribution in respect of all shares of FitLife common stock issuable pursuant to the merger agreement.

After the effective time of the merger, shares of iSatori common stock will no longer be outstanding, will be cancelled and will cease to exist and each certificate, if any, that previously represented shares of iSatori common stock will represent only the right to receive FitLife common stock and cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, as described above. With respect to such shares of FitLife common stock deliverable upon the surrender of iSatori stock certificates, until holders of such iSatori stock certificates have surrendered such stock certificates to the exchange agent for exchange, those holders will not receive dividends or distributions with respect to shares of FitLife common stock with a record date after the effective time of the merger.

As soon as practicable after the effective time of the merger, FitLife will cause the exchange agent to send a letter of transmittal specifying, among other things, that delivery will be effected, and risk of loss and title to any certificates representing iSatori common stock shall pass, upon delivery of such certificates to the exchange agent. The letter will also include instructions explaining the procedure for surrendering iSatori stock certificates, if any, in exchange for shares of FitLife common stock.

Treatment of iSatori Stock Options and iSatori Stock-Based Awards

In connection with the merger, each outstanding iSatori stock option will be converted into an option to purchase, on the same terms and conditions as the iSatori stock option, a number of shares of FitLife common stock that is equal to the number of shares of iSatori common stock subject to the iSatori stock option multiplied by the exchange ratio, at an exercise price per share of FitLife common stock equal to the exercise price per share of iSatori common stock subject to the iSatori stock option divided by the exchange ratio. Each other iSatori stock-based award will be converted as a result of the merger into an award, on the same terms and conditions as the iSatori stock-based award, with respect to a number of shares of FitLife common stock that is equal to the number of shares of iSatori common stock underlying such iSatori stock-based award multiplied by the exchange ratio. Prior to the effective time of the merger, iSatori, FitLife and their respective boards of directors and compensation committees, as applicable, will take all actions necessary to effectuate the conversion of iSatori stock options and other stock-based awards as described in this paragraph.

Treatment of iSatori Series A and Series D Preferred Stock

In connection with the merger, each outstanding shares of iSatori Series A and Series D preferred will be converted, at the effective time of the merger, into the right to receive shares of FitLife common stock in accordance with the exchange ratio, together with cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, pursuant to the merger agreement.

Dividend Policy

FitLife has never declared or paid any cash dividends on its common stock. FitLife currently intends to retain future earnings, if any, to finance the expansion of its business. As a result, FitLife does not anticipate paying any cash dividends in the foreseeable future.

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Delisting of iSatori Common Stock

As a result of the merger, shares of iSatori common stock currently listed on the OTCBB will cease to be listed on the OTCBB.

Following the completion of the merger, FitLife will use its reasonable best efforts to cause its common stock to be approved for listing on either the NYSE MKT or Nasdaq Capital Markets. However, there can be no assurance that FitLife will be able to meet the initial listing standards of the NYSE MKT or the Nasdaq Capital Markets or any other exchange or, if its stock is listed, that FitLife will be able to maintain such listing.

Appraisal Rights

Summary of Appraisal Rights Procedures

The following discussion of the provisions of Section 262 of the Delaware General Corporation Law is not a complete statement of the law pertaining to appraisal rights and is qualified in its entirety by reference to the full text of Section 262 of the Delaware General Corporation Law, a copy of which is attached to this document as Annex C and is incorporated into this summary by reference.

iSatori is organized under Delaware law. Under Delaware law, any holder of iSatori common stock who does not wish to accept the consideration contemplated by the merger agreement for the holder’s shares of iSatori common stock has the right to dissent from the merger and seek an appraisal of, and to be paid in cash, the fair cash value (exclusive of any element of value arising from the accomplishment or expectation of the merger) for, shares of iSatori common stock, as determined by the Delaware Chancery Court, together with a fair rate of interest, if any. Your entitlement to appraisal rights is subject in all cases to your compliance with the provisions of Section 262 of the Delaware General Corporation Law. Under Section 262, not less than 20 days before iSatori’s special meeting, iSatori must notify each of the holders of record of its capital stock as of the record date for the iSatori special meeting that appraisal rights are available and include in the notice a copy of Section 262. iSatori intends that this document constitutes that notice.

Ensuring that you actually perfect your appraisal rights can be complicated. The procedural rules are specific and must be followed precisely. Your failure to comply with these procedural rules may result in your becoming ineligible to pursue appraisal rights. If that happens, your shares of iSatori common stock will be converted into the right to receive shares of FitLife stock, the merger consideration payable pursuant to the merger agreement. The following information is intended as only a brief summary of the material provisions of the statutory procedures you must follow in order to perfect your appraisal rights. Please review Section 262 of the Delaware General Corporation Law for a complete description of the necessary procedures to be followed.

If you are an iSatori stockholder and you wish to exercise your appraisal rights, you must satisfy the provisions of Section 262 of the Delaware General Corporation Law, including the following:

- You must make a written demand for appraisal: You must deliver a written demand for appraisal to iSatori before the vote on the merger agreement is taken at the iSatori special meeting. This written demand for appraisal must be separate from your proxy card. A vote against the merger agreement alone will not constitute a demand for appraisal.

- You must refrain from voting for adoption of the merger agreement: You must not vote for adoption of the merger agreement. If you vote, by proxy or in person, in favor of the merger agreement, this will terminate your right to appraisal. You will also terminate your right to appraisal if you return a signed proxy card and:

- fail to vote against adoption of the merger agreement; or
- fail to note that you are abstaining from voting.

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If you do any of these things, your appraisal rights will terminate even if you previously filed a written demand for appraisal and your shares of iSatori common stock will be converted into the right to receive shares of FitLife stock, the merger consideration payable pursuant to the merger agreement.

- You must continuously hold your iSatori shares: You must continuously hold your shares of iSatori common stock from the date you make the demand for appraisal through the effective date of the merger. If you are the record holder of iSatori common stock on the date the written demand for appraisal is made but thereafter transfer the shares prior to the effective date of the merger, you will lose any right to appraisal for those shares.

Description of Appraisal Rights Procedures

A written demand for appraisal of iSatori common stock is only effective if it is signed by, or for, the stockholder of record who owns those shares at the time the demand is made. The demand must also be signed precisely as the stockholder's name appears on his or her share certificate. If you are the beneficial owner of iSatori common stock, but not the stockholder of record, you must have the stockholder of record sign any demand for appraisal.

If you own iSatori common stock in a fiduciary capacity, such as a trustee, guardian or custodian, you must disclose the fact that you are signing the demand for appraisal in that capacity.

If you own iSatori common stock with more than one person, such as in a joint tenancy or tenancy in common, all the owners must sign, or have signed for them, the demand for appraisal. An authorized agent, which could include one or more of the joint owners, may sign the demand for appraisal for a stockholder of record; however, the agent must expressly disclose who the stockholder of record is and that the agent is signing the demand as that stockholder's agent.

If you are a record owner, such as a broker, who holds iSatori common stock as a nominee for others, you may exercise a right of appraisal with respect to the shares held for one or more beneficial owners, while not exercising that right for other beneficial owners. In that case, you should specify in the written demand the number of shares as to which you wish to demand appraisal. If you do not expressly specify the number of shares, we will assume that your written demand covers all the shares of iSatori common stock that are in your name.

If you are an iSatori stockholder who elects to exercise appraisal rights, you should mail or deliver a written demand to:

iSatori, Inc.
15000 West 6th Avenue, Suite 202
Golden, Colorado 80401
Attention: Corporate Secretary

It is important that iSatori receive all written demands before the vote concerning the merger agreement is taken at the iSatori special meeting. As explained above, this written demand should be signed by, or on behalf of, the stockholder of record. The written demand for appraisal should specify the stockholder's name and mailing address, the number of shares of stock owned, and that the stockholder is demanding appraisal of the stockholder's shares.

If the merger is consummated, each holder of iSatori common stock who has perfected appraisal rights in accordance with Section 262 will be entitled to be paid, for the stockholder's iSatori common stock, the fair value in cash of those shares. The Delaware Court of Chancery will appraise the shares, determining their fair value, exclusive of any element of value arising from the completion or expectation of the merger, together with a fair rate of interest, if any, to be paid upon the amount determined to be fair value. In determining the fair value, the Chancery Court may take into account all relevant factors and upon its determination will then direct the payment of the fair value of the shares, together with any interest, to the holders of iSatori common stock who have perfected their appraisal rights. The shares of iSatori common stock with respect to which holders have perfected their appraisal rights in accordance with Section 262 and have not effectively withdrawn or lost their appraisal rights are referred to in this document as the dissenting shares.

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If you fail to comply with any of these conditions and the merger becomes effective, you will only be entitled to receive the consideration provided in the merger agreement for your shares.

Written Notice: Within ten days after the effective date of the merger, FitLife, as the surviving corporation in the merger, must give written notice that the merger has become effective to each stockholder who has fully complied with the conditions of Section 262.

Petition with the Delaware Chancery Court: Within 120 days after the merger, either FitLife or any stockholder who has complied with the conditions of Section 262 may file a petition in the Delaware Chancery Court. This petition should request that the Chancery Court determine the value of the shares of stock held by all the stockholders who are entitled to appraisal rights. If you intend to exercise your appraisal rights, you should file this petition in the Chancery Court. FitLife has no obligation to file this petition, and if you do not file this petition within 120 days after the effective date of the merger, you will lose your rights of appraisal.

Request for Appraisal Rights Statement: If you have complied with the conditions of Section 262, you are entitled to receive a statement from FitLife. This statement will set forth the number of shares that did not vote in favor of the merger, and that have demanded appraisal rights, and the number of stockholders who own those shares. In order to receive this statement you must send a written request to FitLife within 120 days after the merger. FitLife has ten days after receiving a request to mail you the statement.

Chancery Court Procedures: If you properly file a petition for appraisal in the Chancery Court and deliver a copy to FitLife, FitLife will then have 20 days to provide the Chancery Court with a list of the names and addresses of all stockholders who have demanded appraisal rights and have not reached an agreement with FitLife as to the value of their shares. The Registry in Chancery, if so ordered by the Court, will give notice of the time and place fixed for the hearing of that petition to the stockholders on the list. At the hearing, the Chancery Court will determine the stockholders who have complied with Section 262 and are entitled to appraisal rights. The Chancery Court may also require you to submit your stock certificates to the Registry in Chancery so that it can note on the certificates that an appraisal proceeding is pending. If you do not follow the Chancery Court’s directions, you may be dismissed from the proceeding.

Appraisal of Shares: After the Chancery Court determines which stockholders are entitled to appraisal rights, the Chancery Court will appraise the shares of stock that are the subject of the demand for appraisal. To determine the fair value of the shares, the Chancery Court will consider all relevant factors except for any appreciation or depreciation due to the anticipation or accomplishment of the merger. After the Chancery Court determines the fair value of the shares, it will direct FitLife, as the surviving corporation of the merger, to pay that value to the stockholders who have successfully sought appraisal rights. The Chancery Court can also direct FitLife to pay interest, simple or compound, on that value if the Chancery Court determines that interest is appropriate. In order to receive payment for your shares under an appraisal procedure, you must surrender your stock certificates to FitLife.

iSatori stockholders should be aware that the fair value of their shares as determined under Section 262 of the Delaware General Corporation Law could be greater than, the same as, or less than the value of merger consideration. The BVA opinion delivered to iSatori’s board of directors does not, in any manner, address fair value under Section 262 of the Delaware General Corporation Law.

Costs and Expenses of Appraisal Proceeding: The Chancery Court may determine the costs of the appraisal proceeding and allocate them among the parties as the Chancery Court deems equitable under the circumstances. Upon application by a stockholder, the Chancery Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including reasonable attorneys’ fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. In the absence of that determination or assessment, each stockholder bears his, her or its own expenses.

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Loss of Stockholder's Rights: If you demand appraisal rights, after the effective date of the merger, you will not be entitled:

- to vote the shares of stock for which you have demanded appraisal rights for any purpose;
- to receive payment of dividends or any other distribution with respect to the shares of stock for which you have demanded appraisal, except for dividends or distributions, if any, that are payable to holders of record as of a record date prior to the effective time of the merger; or
- to receive the payment of the consideration provided for in the merger agreement (unless you properly withdraw your demand for appraisal).

If you do not file a petition for an appraisal within 120 days after the effective date of the merger, your right to an appraisal will terminate. You may withdraw your demand for appraisal and accept the merger consideration by delivering to FitLife a written withdrawal of your demand, except that:

- any attempt to withdraw made more than 60 days after the effective date of the merger will require the written approval of FitLife; and
- an appraisal proceeding in the Chancery Court cannot be dismissed unless the Chancery Court approves.

If you fail to comply strictly with the procedures described above you will lose your appraisal rights, in which event you will be entitled to receive the consideration with respect to your dissenting shares in accordance with the merger agreement. Consequently, if you are a holder of iSatori common stock and wish to exercise your appraisal rights, you are strongly urged to consult a legal advisor before attempting to exercise your appraisal rights.

Voting Agreement

The following summary describes specified aspects of the voting agreement entered into in connection with the merger. This discussion does not purport to be complete and is qualified in its entirety by reference to the voting agreement, which is attached as Exhibit 4.1 to iSatori's Schedule 13D/A filed on May 29, 2015 and incorporated herein by reference. We urge you to read the voting agreement carefully and in its entirety.

As an inducement to FitLife and Merger Sub to enter into the merger agreement, certain of iSatori's significant stockholders entered into a voting agreement with FitLife. As of August 13, 2015, these stockholders directly and indirectly owned an aggregate of approximately 10,263,222 shares of iSatori common stock, including shares of iSatori Series A preferred stock and iSatori Series D preferred stock on an as-converted basis, representing approximately 76.74% of the outstanding shares of iSatori common stock.

Pursuant to the terms of the voting agreement, the significant stockholders agreed to vote in favor of the merger, the adoption of the merger agreement and the approval of any other transactions contemplated by the merger agreement. In the event the significant stockholders are unable to or fail to vote their shares as agreed upon in the voting agreement, such stockholders appoint FitLife and its designees, as such stockholders' proxy and attorney-in-fact to vote such stockholders' shares of iSatori stock in accordance with the provisions of the voting agreement. The significant stockholders also agreed not to sell, transfer or otherwise dispose of such stockholders' shares of iSatori stock, subject to certain exceptions provided in the voting agreement.

The voting agreement terminates upon the earlier to occur of (i) the completion of the merger or (ii) the termination of the merger agreement in accordance with its terms. See "The Merger Agreement-Termination of the Merger Agreement" beginning on page 80.

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THE MERGER AGREEMENT

This section of this proxy statement/prospectus describes the material provisions of the merger agreement, but does not describe all of the terms of the merger agreement and may not contain all of the information about the merger agreement that is important to you. The following summary is qualified by reference to the complete text of the merger agreement, which is attached as Annex A to this proxy statement/prospectus and incorporated by reference herein. You are urged to read the full text of the merger agreement because it is the legal document that governs the merger.

The representations, warranties and covenants contained in the merger agreement were made only for purposes of the merger agreement, as of a specific date. These representations were made solely for the benefit of the parties to the merger agreement and may be subject to important qualifications and limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purpose of allocating risk between parties to the merger agreement rather than the purpose of establishing these matters as facts, and may apply standards of materiality in ways that are different from what may be viewed as material by investors. These representations do not survive completion of the merger. For the foregoing reasons, one should not read them or any description thereof as characterizations of the actual state of facts or condition of iSatori or FitLife, which are disclosed in the other information provided elsewhere in this proxy statement/prospectus or incorporated by reference herein.

The Merger

The merger agreement provides that, upon the terms and subject to the conditions of the merger agreement, and in accordance with the DGCL, upon completion of the merger, Merger Sub will merge with and into iSatori, with iSatori continuing as the surviving entity and as a direct, wholly owned subsidiary of FitLife.

Effect of the Merger on Capital Stock

Conversion of iSatori Common Stock

At the effective time of the merger, (a) each share of iSatori common stock issued and outstanding immediately prior to the effective time of the merger (other than any shares of iSatori common stock owned directly or indirectly by FitLife, iSatori, Merger Sub or any of their respective subsidiaries, which will be cancelled upon completion of the merger), will be converted into the right to receive 0.3000 shares of FitLife common stock (which is referred to as the exchange ratio, as it may be adjusted as described in the following sentence) (the “merger consideration”) and (b) each share of iSatori preferred stock issued and outstanding immediately prior to the effective time of the merger (other than any shares of iSatori preferred stock owned directly or indirectly by FitLife, iSatori, Merger Sub or any of their respective subsidiaries, which will be cancelled upon completion of the merger), will be converted into the right to receive, for each share of iSatori common stock into which such share of iSatori preferred stock is convertible as of the effective time of the merger, the merger consideration. The exchange ratio will be adjusted accordingly in the following scenarios:

- if the total adjustment amount (as defined below) of iSatori is greater than $75,000, then the exchange ratio will be increased by an amount calculated as follows: (i) the total adjustment amount divided by $1.66, (ii) divided by 13,508,504 iSatori’s fully diluted outstanding shares as of the date of the merger agreement;

- if the total adjustment amount of iSatori is less than negative $75,000, then the exchange ratio will be decreased by an amount calculated as follows: (i) the total adjustment amount divided by $1.66, (ii) divided by 13,508,504; and

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if, prior to the completion of the merger, there is any reclassification, stock split or combination, exchange or readjustment of shares, or any stock dividend or distribution with respect to the shares (or other convertible or exchangeable securities) of either FitLife common stock or iSatori common stock with a record date prior to the completion of the merger, the exchange ratio will be adjusted to fully reflect such effect.

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For purposes of this section, “total adjustment amount” means:

- $900,000; minus
- the aggregate amount of debt and long-term liabilities of iSatori minus the aggregate amount of cash and cash equivalents, in each case, existing on the date of the completion of the merger, and determined in accordance with U.S. generally accepted accounting principles; plus
- current assets (excluding cash and cash equivalents) minus current liabilities (excluding lines of credit and notes payable) of iSatori minus $2,370,000.

In order to calculate the adjustment to the exchange ratio, if any, at least 5 days prior to the completion of the merger, iSatori will provide to FitLife, subject to FitLife’s approval, a good-faith estimate of (i) the aggregate amount of debt and long-term liabilities of iSatori minus the aggregate amount of cash and cash equivalents, in each case, existing on the date of the completion of the merger, and determined in accordance with U.S. generally accepted accounting principles; (ii) the amount of current assets minus current liabilities; (iii) the total adjustment amount; and (iv) supporting schedules and information that are the basis of such good-faith estimates.

FitLife will not issue fractional shares of FitLife common stock in the merger. Instead, each holder of shares of iSatori common stock who would otherwise be entitled to receive fractional shares of FitLife common stock in the merger (after aggregating all fractional shares of FitLife common stock issuable to such holder) will be entitled to an amount of cash, without interest, in lieu of such fractional shares representing such holder's proportionate interest, if any, in an amount determined by multiplying (a) the fraction of a share of FitLife common stock which such holder would otherwise be entitled to receive pursuant to the merger agreement, by (b) the closing price of FitLife common stock on the trading day immediately preceding the date of the completion of the merger.

Conversion of Merger Sub Common Stock

At the effective time of the merger, each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the effective time of the merger will be converted into one share of common stock of iSatori, as the surviving company in the merger.

Procedures for Surrendering iSatori Stock

Within five business days of the completion of the merger, if you are an iSatori stockholder, FitLife's exchange agent will transmit to you (or mail to you if you hold stock certificates for iSatori common stock or preferred stock) a letter of transmittal and instructions for use in surrendering your iSatori common stock or preferred stock (including any stock certificates if you hold shares in certificated form) for a number of whole shares of FitLife common stock that you are entitled to receive pursuant to the terms of the merger agreement, a cash payment in lieu of any fractional shares of FitLife common stock that would have been otherwise issuable to you as a result of the merger, and any dividends or other distributions with a record date following the effectiveness of the merger payable with respect to FitLife common stock. When you deliver your iSatori stock certificates to the exchange agent along with a properly executed letter of transmittal and any other required documents, your iSatori stock certificates will be cancelled.

Holders of iSatori common stock or preferred stock will not receive physical stock certificates for FitLife common stock unless a physical stock certificate is specifically requested. Rather, such holders will receive statements indicating book-entry ownership of FitLife common stock (and a cash payment instead of any fractional shares of FitLife common stock that would have been otherwise issuable to them as a result of the merger).

PLEASE DO NOT SUBMIT YOUR ISATORI STOCK CERTIFICATES FOR EXCHANGE UNTIL YOU RECEIVE THE TRANSMITTAL INSTRUCTIONS AND LETTER OF TRANSMITTAL FROM THE EXCHANGE AGENT.

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If you own iSatori common stock or preferred stock in book-entry form or through a broker, bank or other holder of record, you will not need to obtain stock certificates to submit for exchange to the exchange agent. However, you or your broker, bank or other nominee will need to follow the instructions provided by the exchange agent in order to properly surrender your iSatori shares.

If you hold iSatori stock certificates, you will not be entitled to receive any dividends or other distributions on FitLife common stock until the merger is completed and you have surrendered your iSatori stock certificates in exchange for FitLife common stock. If FitLife effects any dividend or other distribution on the FitLife common stock with a record date occurring after the time the merger is completed and a payment date before the date you surrender your iSatori stock certificates, you will receive the dividend or distribution, without interest, with respect to the whole shares of FitLife common stock issued to you after you surrender your iSatori stock certificates and the shares of FitLife common stock are issued in exchange. If FitLife effects any dividend or other distribution on the FitLife common stock with a record date after the date on which the merger is completed and a payment date after the date you surrender your iSatori stock certificates, you will receive the dividend or distribution, without interest, on that payment date with respect to the whole shares of FitLife common stock issued to you. The exchange agent may deduct and withhold amounts required under federal, state or local tax law.

Treatment of iSatori Preferred Stock, Stock Options, Warrants and Restricted Stock Units

iSatori Preferred Stock

In connection with the merger, each outstanding shares of iSatori Series A and Series D preferred will be converted, at the effective time of the merger, into the right to receive shares of FitLife common stock in accordance with the exchange ratio, together with cash in lieu of fractional shares, if any, and unpaid dividends and distributions, if any, pursuant to the merger agreement.

iSatori Stock Options and Warrants

Upon completion of the merger, each iSatori stock option and warrant, whether vested or unvested, that was outstanding immediately prior to the completion of the merger will be converted into an option or warrant, as applicable, to purchase FitLife common stock (with the number of shares and per share exercise price appropriately adjusted based on the exchange ratio) on the terms and conditions otherwise applicable to those options or warrants, as applicable.

iSatori Restricted Stock Units

Upon completion of the merger, each restricted stock unit that was outstanding immediately prior to the completion of the merger will be converted into a restricted stock unit to receive FitLife common stock (with the number of shares appropriately adjusted based on the exchange ratio) on the terms and conditions otherwise applicable to those restricted stock units.

Completion of the Merger

Unless FitLife and iSatori agree to another date, the parties are required to complete the merger on the third business day after satisfaction or waiver of all the conditions described under "—Conditions to Completion of the Merger" below. The merger will be effective at the time the certificate of merger is filed with the Secretary of State of the State of Delaware.

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Conditions to Completion of the Merger

Conditions to Each Party's Obligations

The obligations of each of FitLife and iSatori to complete the merger are subject to the satisfaction of the following conditions:

- approval by iSatori stockholders of the merger proposal;
- effectiveness of the registration statement of which this proxy statement/prospectus forms a part and the absence of a stop order or proceedings threatened or initiated by the SEC for that purpose.
- absence of any law or injunction prohibiting the consummation of the merger;
- absence of any pending or threatened action seeking to prohibit the consummation of the merger; and
- authorization, consent and approval from all governmental entities required to be obtained prior to consummation of the merger.

Additional Conditions to iSatori's Obligations

The obligations of iSatori to complete the merger are subject to the satisfaction of the following conditions:

- the truth and correctness of the representations and warranties of FitLife with respect to certain fundamental matters (due organization, capital structure and no material adverse effect, as of the date of the merger agreement and as of the date of completion of the merger as though made as of the date of completion of the merger (except with respect to the foregoing to the extent that any representation and warranty is made as of a specific date or time in which case they must be true and correct only as of such date or time), except for de minimis inaccuracies; and (ii) the truth and correctness of all other representations and warranties of FitLife as of the date of the merger agreement and as of the date of completion of the merger as though made as of the date of completion of the merger (disregarding any qualifications with respect to materiality or "material adverse effect" in these representations and warranties) (except with respect to the foregoing to the extent that any representation and warranty is made as of a specific date or time in which case they must be true and correct only as of such date or time), except where the failure to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a "material adverse effect" on FitLife;
- the prior performance by FitLife, in all material respects, of all of its obligations under the merger agreement;
- with respect to FitLife, the non-occurrence of a material adverse effect since the date of the merger agreement;
- receipt of the employment agreement between FitLife and Stephen Adelé, executed by FitLife; and
- receipt of a certificate executed by an executive officer or another senior officer of FitLife as to the satisfaction of the conditions described in the first three bullets of this subsection.

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Additional Considerations to FitLife's Obligations

In addition, the obligations of FitLife to complete the merger are subject to the satisfaction of the following conditions:

- the truth and correctness of the representations and warranties of iSatori with respect to certain fundamental matters (due organization, capital structure, no material adverse effect, required stockholder approval and receipt of opinion(s) of financial advisor(s)), as of the date of the merger agreement and as of the date of completion of the merger as though made as of the date of completion of the merger (except with respect to the foregoing to the extent that any representation and warranty is made as of a specific date or time in which case they must be true and correct only as of such date or time), except for de minimis inaccuracies; and (ii) the truth and correctness of all other representations and warranties of iSatori as of the date of the merger agreement and as of the date of completion of the merger as though made as of the date of completion of the merger (disregarding any qualifications with respect to materiality or "material adverse effect" in these representations and warranties) (except with respect to the foregoing to the extent that any representation and warranty is made as of a specific date or time in which case they must be true and correct only as of such date or time), except where the failure to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a "material adverse effect" on iSatori;

- the prior performance by iSatori, in all material respects, of all of its obligations under the merger agreement;

- with respect to iSatori, the non-occurrence of a material adverse effect since the date of the merger agreement;

- no more than 5% of iSatori issued and outstanding shares common stock and preferred stock, in the aggregate, have delivered a demand for appraisal of such shares;

- receipt of the employment agreement between FitLife and Stephen Adelé, executed by Stephen Adelé;

- receipt from U.S. Bank of (i) a written consent to the merger, if required and (ii) a written commitment to provide FitLife and iSatori, as the surviving company in the merger, additional financing on terms reasonably satisfactory to FitLife, in an amount to pay off all existing obligations of iSatori with respect to iSatori's existing financing arrangements with Colorado Business Bank, and to finance the working capital and operating requirements of iSatori, as the surviving company in the merger, following the completion of the merger; and

- receipt of a certificate executed by an executive officer or another senior officer of iSatori as to the satisfaction of the conditions described in the first three bullets of this subsection.

Representations and Warranties

Each of FitLife and iSatori has made representations and warranties with respect to itself and its subsidiaries regarding, among other things:

- due organization, good standing, requisite corporate power, organizational documents and qualifications necessary to conduct business;

- capital structure, equity awards and ownership of subsidiaries;

- corporate authority to enter into and perform the merger agreement, enforceability of the merger agreement, approval of the merger agreement by each party's board of directors;

- required regulatory filings and consents and approvals of governmental entities;

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- absence of conflicts with or defaults under organizational documents, contracts, permits and applicable laws as a result of the transactions contemplated by the merger agreement;
- SEC filings since January 1, 2012, including financial statements contained in the filings;
- internal controls and compliance with the Sarbanes-Oxley Act of 2002;
- the absence of undisclosed material liabilities;
- compliance with applicable law and possession and compliance with requisite permits;
- environmental matters;
- benefit plans;
- conduct of the business in the ordinary course of business and absence of any event, change, effect, development, condition or occurrence since December 31, 2013 that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on such party;
- pending or threatened investigations or litigation;
- material truth and accuracy of certain information supplied for inclusion in this proxy statement/prospectus;
- tax matters;
- labor and other employment matters;
- intellectual property matters;
- real and personal property matters;
- matters with respect to material contracts;
- the absence of undisclosed brokers' fees and expenses;
- maintenance of insurance policies;
- no undisclosed related party transactions;
- absence of any material reduction in suppliers and customers; and
- lack of ownership of the other party's stock.

For iSatori, the merger agreement contains additional representations and warranties regarding (i) the stockholder vote required to adopt the merger agreement and approve the transactions contemplated by the merger agreement; (ii) the receipt of opinion(s) of financial advisor(s); (iii) the iSatori Board taking all necessary actions to render the transfer restrictions in iSatori’s certificate of incorporation inapplicable to the merger agreement and the transactions contemplated by the merger agreement; and (iv) the inapplicability of state takeover laws to the merger.

For FitLife, the merger agreement also contains additional representation and warranties regarding the authority of Merger Sub to enter into the merger agreement and consummate the transactions contemplated by the merger agreement, and no prior business activities by Merger Sub.

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The representations and warranties noted above are subject to qualifications and limitations agreed to by FitLife and iSatori in connection with negotiating the terms of the merger agreement. Many of the representations and warranties in the merger agreement are qualified by a "material adverse effect" standard—that is, they will not be deemed to be untrue or incorrect unless the failure to be true or correct, individually or in the aggregate, would reasonably be expected to have a material adverse effect.

For purposes of the merger agreement, a "material adverse effect" means any material adverse event, change, effect, development, condition, state of facts or occurrence that individually or in the aggregate (x) is, or would reasonably be expected to be, materially adverse to the business, assets, liabilities, condition (financial or otherwise) or results of operations of FitLife or iSatori, as the case may be, and its respective subsidiaries, taken as a whole, or (y) prevents or materially delays, or would reasonably be expected to prevent or materially delay, the consummation of the merger or the other transactions contemplated by the merger agreement. Except as otherwise noted below, in no event may any of the following be taken into account, individually or in the aggregate, when determining whether there has been or would reasonably be expected to be a "material adverse effect" as contemplated by the preceding clause (x):

- any event or change in or generally affecting (i) the economy or the financial or securities markets in the United States or (ii) the industry or industries in which FitLife or iSatori, as the case may be, operate generally;

- any event or change resulting from or arising out of any changes in GAAP applicable to FitLife or iSatori, as the case may be, or interpretations thereof;

- any event or change resulting from or arising out of any natural disasters or other force majeure event;

- any event or change resulting from or arising out of public announcement of the merger agreement or the transactions contemplated by the merger agreement, or compliance with the explicit terms of the merger agreement; or

- any event or change resulting from or arising out of (i) any change in the share price or trading volume of FitLife common stock or iSatori common stock, as the case may be, or the credit rating of each party or its debt Securities, as the case may be, or (ii) the failure of by FitLife or iSatori, as the case may be, to meet its projections or forecasts, except that the underlying event, change, effect, development, condition, state of facts or occurrence (not otherwise falling into any of the exceptions of the preceding four bullets) may nonetheless be taken into account in determining whether there has been or would reasonably be expected to have a material adverse effect).

Conduct of Business Prior to Closing

Each of FitLife and iSatori has undertaken customary covenants in the merger agreement restricting the conduct of its respective business between the date of the merger agreement and completion of the merger. In general, each of FitLife and iSatori has agreed to (x) conduct its and its subsidiaries' business in the ordinary course and (y) use reasonable best efforts to preserve intact its and its subsidiaries' present material lines of business, maintain its rights and franchises and preserve its relationships with material customers, suppliers and other significant business relations.

In addition, between the date of the merger agreement and completion of the merger, each of FitLife and iSatori agreed, with respect to itself and its subsidiaries, not to, among other things, undertake any of the following (subject in each case to exceptions specified in the merger agreement or set forth in the confidential disclosure schedules to the merger agreement):

-

amend its certificate of incorporation, bylaws or similar organizational documents, or materially amend any organizational documents of any subsidiary;

- declare, set aside or pay any dividend or other distribution (whether in cash, shares or property) with respect to any shares of capital stock, except for pro rata dividends or other distributions by any subsidiary;

- split, combine, subdivide or reclassify any of its capital stock, or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of capital stock;

- issue, sell, pledge, dispose of or encumber (or authorize any of the foregoing) any shares of capital stock or other ownership interest in itself or any of its subsidiaries (or any securities convertible into or exchangeable for such shares or ownership interests), or any rights, warrants or options, except for the issuance of securities issuable upon the exercise of options, warrants or other outstanding rights under any benefit plan;

- purchase, redeem or otherwise acquire any shares of capital stock of FitLife or iSatori or any of their respective subsidiaries, except for (i) purchase or sale of shares in connection with exercise of equity awards or (ii) transactions consummated pursuant to any existing share buy-back or repurchase programs of FitLife existing on the date of the merger agreement;

- adopt a plan of, or enter into a letter of intent or agreement in principle with respect to a, complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

- prepay, redeem, repurchase, defease, cancel or otherwise acquire any indebtedness or guarantees, other than (i) at stated maturity, (ii) any required amortization payments and mandatory prepayments (including mandatory prepayments arising from any change of control put rights);

- incur, assume, guarantee or otherwise become liable for any indebtedness, other than borrowings pursuant to material contracts disclosed in the merger agreement;

- change or revoke any material tax election or accounting period or method, file any material amended tax return or settle any material tax claim;

- enter into any new line of business outside its existing business;

- acquire any other person or business or make any loans, advances or capital contributions to, or investments in, any other person;

- commit to or make any capital expenditures in excess of $150,000, other than (i) as disclosed in the merger agreement or (ii) capital expenditures made in response to any emergency;

- except as required by existing benefit plans (i) increase the compensation or other benefits (including the granting of any discretionary bonuses) payable or provided to its directors, officers or employees, except in the ordinary course of business consistent with market and past practice for any employee who is not an executive officer, (ii) adopt, amend or modify (including the acceleration of vesting) or terminate any bonus, profit sharing, incentive, severance or other arrangement for the compensation, benefit or welfare of any director, officer or employee in any manner, or (iii) enter into or amend any collective bargaining agreements or similar contracts;

- enter into or make any loans or advances to, or change existing borrowing or lending arrangements for or on behalf of, any officers, directors, employees, agents or consultants;

- make any material change in financial accounting policies or procedures, other than as required by a change in GAAP, SEC rule or policy or applicable law;

- sell, lease, license, transfer, exchange or swap, mortgage (including securitizations) or otherwise dispose of any material portion of material properties or non-cash assets, (ii) create or incur any lien on any material assets or properties, or (iii) only with respect to FitLife, sell, lease, license or otherwise dispose of any material intellectual property other than in the ordinary course of business consistent with past practice;

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- enter into any agreement that would result in the any restriction with respect to the payment of distributions or dividends;
- modify, amend, or terminate, or waive or assign any rights under, any specified contracts or real property leases in any material respect other than in a manner that is not material and adverse to such party and its subsidiaries, taken as a whole, or which could prevent or materially delay the consummation of the merger and the other transactions contemplated under the merger agreement;
- waive, release, assign, settle or compromise any claim, action or proceeding, other than waivers, releases, assignments, settlements or compromises that (i) involve only monetary payment not exceeding (A) the amounts previously reserved for such matters on such party's balance sheet as of December 31, 2014 or (B) $150,000 in the aggregate;
- implant any plant closing or layoff of employees that would reasonably be expected to materially and adversely impact its business and/or operations taken as a whole; or
- agree or commit to take any of the foregoing actions.

Non-Solicitation of Alternative Acquisition Proposals

Each of FitLife and iSatori has agreed that until the earlier of the consummation of the merger or the termination of the merger agreement, it and its subsidiaries will not, will cause its or its subsidiaries' respective officers, directors or employees not to, and will use reasonable best efforts to cause its and its subsidiaries representatives not to, directly or indirectly:

- solicit, initiate, seek or knowingly encourage or facilitate any inquiry, discussion request, offer or proposal that constitutes or would reasonably be expected to lead to an alternative acquisition proposal (as defined below);
- furnish any non-public information, or afford access to properties, books and records in connection with or in response to, or that would be reasonably likely to lead to, an alternative acquisition proposal;
- engage or participate in any discussions or negotiations with any third party regarding, or that would be reasonably likely to lead to, an alternative acquisition proposal;
- adopt or approve, an alternative acquisition proposal; or
- enter into any letter of intent, memorandum of understanding, merger agreement or any other agreement (other than a confidentiality agreement) providing for or related to, an alternative acquisition proposal.

Each of FitLife and iSatori will, and will cause its subsidiaries, and its and their respective officers, directors and employees, and will use reasonable best efforts to cause its and their respective representatives, to (i) immediately cease and terminate any and all existing solicitations, discussions or negotiations with any third parties (or its representatives) conducted as of the date of the merger agreement in connection with or in response to, or that would reasonably likely to lead to, any alternative acquisition proposal and (ii) request that each such third party and its representatives promptly return or destroy all confidential information furnished by FitLife or iSatori, as the case may be.

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An "alternative acquisition proposal" with respect to FitLife or iSatori, as the case may be (which is referred to as the subject company), means any written bona fide offer, inquiry, proposal or indication of interest made by a third party with respect to (i) any sale, merger, consolidation, recapitalization, reorganization, dividend distribution, joint venture, share exchange or business combination or similar transaction involving the direct or indirect issuance or acquisition of 20% or more of the outstanding shares of common stock of the subject company, (ii) any, tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in any third party becoming the beneficial owner of 20% or more of the outstanding shares of the subject company), (iii) the acquisition or purchase by any third party, or any other disposition by the subject company of assets (including equity securities of any subsidiary of the subject company) or businesses representing 20% or more of the consolidated assets (as determined on a fair market basis), net revenues or net income of the subject company and its subsidiaries, taken as a whole, or (iv) any combination of the above.

Notwithstanding the restrictions described above, (i) if FitLife, or (ii) if iSatori, prior to obtaining its stockholder approval, receives a bona fide, written alternative acquisition proposal from a third party, which did not result from a breach of the non-solicitation provisions of the merger agreement, the subject company may furnish nonpublic information with respect to itself and its subsidiaries to the third party who made the alternative acquisition proposal and its representatives, and may participate in discussions and negotiations regarding the alternative acquisition proposal, if (and only if) (i) its board of directors, after consultation with a financial advisor and outside legal counsel, determines in good faith the alternative acquisition proposal constitutes or is reasonably likely to result in a superior offer (as defined below) (ii) the failure to take such actions with respect to the alternative acquisition proposal would be reasonably likely to be inconsistent with the exercise of its fiduciary duties under applicable law, (iii) the subject company notified the other party in writing that the board of the subject company has made the determination described above and (iv) prior to providing any non-public information, it enters into a confidentiality agreement with the third party that made the alternative acquisition proposal that contains confidentiality and standstill provisions that are no less favorable in the aggregate to the subject company than the terms of the confidentiality agreement between FitLife and iSatori.

The merger agreement requires the subject company to provide prompt oral and written notice to the other party (and in no event later than 24 hours) after (i) receipt of any alternative acquisition proposal, (ii) any inquiry or request for information or request for access to the properties, books and records of the subject company in connection with an alternative acquisition proposal or (iii) any discussions or negotiations in connection with an alternative acquisition proposal. The required notice must include a copy of the alternative acquisition proposal and any draft agreements, if in writing, and, if oral, a reasonably detailed summary of the alternative acquisition proposal related communications. Furthermore, the subject company must (i) keep the other party reasonably informed on a prompt basis of any change to the financial terms or other material term or condition of such alternative acquisition proposal (and in no event later than 24 hours following any such change) and (ii) promptly provide the other party with non-public information concerning itself and its subsidiaries that was provided to a third party in connection with an alternative acquisition proposal that was not previously provided to the other party.

Notwithstanding the restrictions described above, the merger agreement does not prohibit FitLife or iSatori from (i) taking and disclosing to its respective stockholders, if applicable, a position required by Rule 14e-2 under the Exchange Act or (ii) complying with Rule 14d-9 under the Exchange Act.

With respect to each of FitLife and iSatori, any breach of the non-solicitation covenants by (x) any officer, director or employee of such party or its subsidiaries or (y) a senior-level employee or officer of such party's financial advisor or a partner of any law firm retained by such party, will be deemed to be a breach of the non-solicitation covenants by such party.

Change of Board Recommendations or Termination of Merger Agreement for Superior Offer

Under the merger agreement, the FitLife Board has approved the merger and issuance of FitLife stock upon completion of the merger, which is referred to as the FitLife board recommendation, and the iSatori Board has agreed to recommend that iSatori stockholders vote in favor of the merger proposal, which is referred to as the iSatori board recommendation. Subject to the provisions described below, the merger agreement provides that neither the FitLife Board nor the iSatori Board will:

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- withhold, withdraw or modify (or publicly propose to do any of the foregoing) the FitLife board recommendation or the iSatori board recommendation, as applicable, in a manner adverse to the other party; or

- recommend, adopt or approve (or propose publicly to do any of the foregoing) any alternative acquisition proposal.

Each of the foregoing actions is referred to as a change of recommendation.

Notwithstanding these restrictions, the FitLife Board may, and before iSatori obtains its stockholder approval, the iSatori Board may, effect a change of recommendation and/or terminate the merger agreement if and only if:

- the subject company receives a bona fide alternative acquisition proposal that did not result from a breach of the non-solicitation provisions of the merger agreement and such alternative acquisition proposal has not been withdrawn;

- the subject company's board of directors determines in good faith, after consultation with its financial advisor and outside legal counsel that the alternative acquisition proposal constitutes a superior offer (as defined below);

- the subject company's board of directors, following consultation with its outside legal counsel, determines that the failure to effect a change of recommendation or terminate the merger agreement would be reasonably likely to be inconsistent with the exercise of its fiduciary duties under applicable law;

- the subject company provides the other party with written notice that its board of directors intends to effect a change of recommendation or terminate the merger agreement at least four business days prior to taking such action (such four-business-day period is referred to as the matching period); and

- at the end of the matching period, the subject company's board of directors again determines in good faith, after consultation with its financial advisor and outside legal counsel (taking into account any adjustment or modification to the terms and conditions of the merger agreement proposed by the other party) that the alternative acquisition proposal continues to constitute a superior offer and that the failure to effect a recommendation change or terminate the merger agreement would be reasonably likely to be inconsistent with the exercise of the subject company's board of directors' fiduciary duties.

Any change to the financial terms or any other material change to the terms of an alternative acquisition proposal will require the delivery of a new written notice and the subject company will need to comply again with the requirements described above before effecting a change of recommendation or terminate the merger agreement in respect of a superior offer, except that the matching period in connection with any such change will be shortened to three business days.

A "superior offer" means a bona fide written alternative acquisition proposal (with references to 20% being replaced by references to 50%) made by any third party, which did not result from or arise in connection with any breach by the subject company of its non-solicitation obligations under the merger agreement, which the subject company's board of directors determines in good faith, after consultation with its financial advisor and outside legal counsel, and taking into account the legal, financial, regulatory and other aspects of such proposal (including the availability of financing), the conditionality of and contingencies related to such proposal, the expected timing and risk of completion, the identity of the person making such proposal and such other factors deemed relevant by the subject company's board of directors, is more favorable to the subject company's stockholders than the transactions contemplated by the merger agreement (after taking into account any written revised proposal by the other party to amend the terms of the merger agreement).

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Reasonable Best Efforts to Obtain Required Stockholder Approval(s)

iSatori has agreed to use its reasonable best efforts to duly give notice of, convene and hold, on the date as soon as reasonably practicable after the date of the merger agreement, a meeting of its stockholders to consider the merger proposal. Without the prior written consent of the other party, the merger proposal will be the only proposal voted on at the meeting of iSatori stockholders. Such obligation will not be limited or otherwise affected by the occurrence of an alternative acquisition proposal. Subject to certain exceptions, iSatori is prohibited from changing the record date or postponing such meeting of its stockholders without the prior written consent of FitLife. Unless an iSatori change in recommendation occurs, iSatori will use reasonable best efforts to take all actions necessary or advisable to obtain the required stockholder approval(s).

Employee Benefits Matters

The merger agreement provides that, following the completion of the merger, FitLife will treat prior service (as defined below) as employment and service with FitLife, iSatori, as the surviving company in the merger, or applicable subsidiary for benefit plan eligibility, vesting and accrual purposes for such benefit plans, programs, policies or arrangements maintained by FitLife or its subsidiaries for the benefit of its employees for which continuing employees (as defined below) are eligible with FitLife, iSatori, as the surviving company in the merger, or applicable subsidiary recognized under such benefit plan, program, policy or arrangement, to the extent continuing employees do not receive duplicate benefits.

For purposes of this section, “prior service” means (i) the period of employment with iSatori or its subsidiaries to the extent the iSatori benefit plans have granted service credit and (ii) the period of uninterrupted employment with FitLife or its subsidiaries to the extent the iSatori benefit plans would grant service credit.

For purposes of this section, “continuing employees” means employees of iSatori or its subsidiaries existing immediately prior to the completion of the merger who are employed by iSatori, as the surviving company in the merger, or its subsidiaries immediately after the completion of the merger.

Continuing employees will be eligible to receive benefits and enroll in FitLife’s employee benefit plans, in a manner consistent with FitLife’s human resources policies. Until continuing employees are provided benefits under FitLife’s benefit plans, FitLife will ensure the iSatori benefit plans are maintained in the manner as they were on the date of the merger agreement. Each continuing employee who continues as an employee of iSatori, as the surviving company in the merger, will be eligible to continue to participate in the iSatori benefit plans in the same manner as he or she participated immediately prior to the completion of the merger, until such continuing employee enrolls in the FitLife benefit plans. Upon a continuing employee’s enrollment in the FitLife benefit plans, FitLife will, to the extent permitted in its benefit plans:

- waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements for continuing employees under any benefit plan they are eligible to participate in after the closing of the merger, except for limitations or waiting periods already in effect for continuing employees under the iSatori benefit plans that are not satisfied at the time such continuing employee enrolls in the FitLife benefit plans;

- provide each continuing employee with credit under the FitLife benefit plans for any eligible co-payments and deductibles or out of pocket requirements made prior to the date of enrollment in the FitLife benefit plans; and

- recognize and honor any accrued but unused vacation, holidays or sick or personal days.

Treatment of iSatori’s Existing Debt

FitLife intends to pay off certain of iSatori's existing debt using financing from U.S. Bank. Under the merger agreement, one of the conditions to FitLife's obligation to complete the merger is that it receives a written commitment from U.S. Bank to provide financing in an amount sufficient to satisfy all debts, obligations and liabilities of iSatori pursuant to iSatori's financing arrangements with Colorado Business Bank.

Other Covenants and Agreements

The merger agreement contains additional agreements relating to, among other matters:

Access to Information; Confidentiality

Until completion of the merger, each of FitLife and iSatori will afford the other party and its representatives reasonable access on certain conditions to all of its and its subsidiaries' respective properties, books, contracts, commitments, personnel and records. Each of FitLife and iSatori will keep confidential any nonpublic information in accordance with the terms of the confidentiality agreement between FitLife and iSatori.

State Takeover Laws

In the event that any state takeover law becomes applicable to the merger agreement or any of the transactions contemplated thereby, each of FitLife and iSatori will grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated by the merger agreement are completed as promptly as practicable on the terms contemplated by the merger agreement and otherwise act to eliminate or minimize the effects of such law on the transactions contemplated by the merger agreement.

Indemnification and Insurance

All rights to indemnification, advancement of expenses and exculpation now existing in favor of the current or former directors, officers or employees of iSatori and its subsidiaries will survive the merger and continue in full force and effect for a period of six years after completion of the merger. FitLife and iSatori, as the surviving company in the merger, will indemnify iSatori’s current and former directors and officers, and any individual who served as a director, officer, member, trustee or fiduciary of another entity at the request of iSatori or any of its subsidiaries, against all costs, expenses and other payments in connection with any actual or threatened lawsuits arising out of or relating to any action or omission by such persons in such capacities occurring before or after completion of the merger. In addition, iSatori will purchase "tail" directors' and officers' liability and fiduciary liability insurance policies which will provide coverage for a period of six years from completion of the merger for its and its subsidiaries’ directors and officers who are currently covered by iSatori’s existing liability insurance with respect to claims arising from facts or events that occurred before the completion of the merger, on terms and conditions equal or more favorable to such directors and officers than those existing on the date of the merger agreement. FitLife will pay the costs and expenses relating to such “tail” insurance coverage in an amount equal to the lesser of (i) 50% of such costs and expenses or (ii) $35,000, and iSatori will pay the remaining balance. Any amount allocated to iSatori that is not paid prior to the completion of the merger will be included as a current liability for purposes of determining the net debt amount (as defined below) of iSatori.

For the purposes of this section, “net debt amount” means the aggregate amount of debt and long-term liabilities of iSatori minus the aggregate amount of cash and cash equivalents, in each case, existing on the date of the completion of the merger, and determined in accordance with U.S. generally accepted accounting principles.

Certain Tax Matters

Each of FitLife and iSatori will not, and will not permit any of its respective subsidiaries to, take any action, or fail to take any action, that would reasonably be expected to jeopardize the qualification of the merger as a "reorganization" within the meaning of Section 368(a) of the Code. Furthermore, each of FitLife and iSatori will (i) keep the other party reasonably apprised of the status of any material tax matters and (ii) not settle or compromise any material tax liability or refund without first using reasonable good faith efforts to consult in good faith with the other party if such settlement or compromise could have an adverse effect that, individually or in the aggregate, is material to the party proposing to settle or compromise the tax liability or refund.

Employment Agreement

Prior to the completion of the merger, iSatori will cause Stephen Adelé to execute and deliver to FitLife the employment agreement.

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Section 16 Matters

Each of FitLife and iSatori has agreed to use reasonable best efforts to take, prior to completion of the merger, all steps necessary to exempt, under Rule 16b-3 promulgated under the Exchange Act, any dispositions of iSatori common stock or acquisitions of FitLife common stock by iSatori officers or directors pursuant to the merger.

Public Announcements

Subject to certain exceptions, FitLife and iSatori have agreed to use reasonable best efforts to consult with each other before issuing, and provide each other with the reasonable opportunity to review and comment upon (and reasonably consider such comments), any press release or any public announcement primarily relating to the merger agreement or the transactions contemplated thereby.

Stock Exchange Listing

FitLife has agreed that promptly following the completion of the merger, it will use reasonable best efforts to cause the FitLife common stock to be authorized for listing on the NYSE MKT or the NASDAQ Capital Markets.

Expenses

Each of FitLife and iSatori has agreed to pay its own fees and expenses incurred in connection with the merger agreement, except that each party has agreed to pay 50% of the costs and expenses incurred in connection the printing, filing and mailing of this proxy statement/prospectus. All costs and expenses of iSatori incurred in connection with the merger agreement and not paid by the completion of the merger will be included as a current liability for purposes of determining the net debt amount of iSatori.

Control of Operations

FitLife and iSatori agree that, without limiting either FitLife’s or iSatori’s rights or obligations under the merger agreement, nothing in the merger agreement shall give either party the right to control or direct the other party's operations and, prior to completion of the merger, each party will exercise, consistent with the conditions of the merger agreement, complete control and supervision over its operations.

Board of Directors

Pursuant to the terms of the merger agreement, as of the effective time of the merger, the FitLife Board of Directors will take such action as is required to: (a) increase the number of members of the FitLife Board from five members to seven members; (b) cause one of the current members of the FitLife Board to resign; (c) elect Stephen Adelé as a member of the FitLife Board; and (d) elect two other independent directors as members of the FitLife Board. The two independent directors FitLife intends to elect are Seth Yakatan and Todd Ordal.

Termination of the Merger Agreement

The merger agreement may be terminated at any time prior to completion of the merger (except as specified below, including after the required iSatori stockholder approval is obtained):

- by mutual written consent of FitLife and iSatori; or
- by either FitLife or iSatori:

- if the merger has not been completed on or prior to September 30, 2015, which date is referred to as the end date; provided, however, that this termination right will not be available to a party whose failure to perform or comply in all material respects with the terms of the merger agreement was the principal cause of the failure of the merger to be completed prior to the end date;

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- if any law or order has been issued, enforced or entered by any governmental entity that has the effect of permanently precluding, restraining, enjoining or otherwise prohibiting completion of the merger and the other transactions contemplated by the merger agreement and such order or law becomes final and non-appealable, except that this termination right will not be available to a party who has breached its obligation to use reasonable best efforts to obtain the required regulatory approvals;

- if iSatori stockholders do not approve the merger proposal at an iSatori stockholder meeting (or at any adjournment or postponement thereof) at which such proposal is submitted for iSatori stockholder approval (such termination is referred to as an "iSatori No Vote Termination");

- upon a breach or failure to perform by the other party of any of its representations, warranties, covenants or agreement in the merger agreement resulting in the failure to satisfy a closing condition, and such breach or failure to perform has not been cured within the 30 days after written notice of such breach is received by the other party or is incapable of being cured by the end date; provided that the party seeking termination is not then in material breach of any representation, warranty, covenant or agreement contained in the merger agreement (such termination is referred to as a "Breach Termination");

- if (i) the other party's board of directors effects a change of recommendation (whether or not permitted by the merger agreement), or (ii) either party or any of its directors or officers has breached (or deemed to have breached) the non-solicitation obligations in any material respect (such termination is referred to as "Change of Recommendation Termination");

- if, by FitLife at any time, and, by iSatori prior to obtaining the requisite approval of its stockholders, (i) the board of directors of such party has authorized such party to enter into a definitive agreement with respect to a superior offer, (ii) such party has complied in all material respects with its obligations described under "—Non-Solicitation of Alternative Acquisition Proposals" and "—Change of Board Recommendation and Termination of Merger Agreement for Superior Offer" and (iii) such party pays the other party the termination fee as described below under "—Effect of Termination; Termination Fees and Expense Reimbursement" (such termination is referred to as a Superior Offer Termination); or

- if (i) the board of directors of the other party fails to recommend against an alternative acquisition proposal (including in respect of any alternative acquisition proposal subject to Regulation 14D of the Exchange Act, failing to recommend against such alternative acquisition proposal in a solicitation or recommendation statement on a Schedule 14D-9) within 10 days after the commencement of such alternative acquisition proposal, provided that the party seeking termination must exercise such termination right within 5 business days after the end of such 10 business day period, (ii) the board of directors of the other party fails to publically reaffirm its recommendation of the applicable merger-related proposal(s) within 10 business days following a written request from party seeking termination, provided that the party seeking termination must exercise such termination right within 5 business days after the end of such 10 business day period, (iii) the board of directors or any board committee of the other party grants any third party any waiver, exemption or release under or terminate, amend or otherwise modify any standstill or similar agreement, (iv) the board of directors or any board committee of the other party approves any transaction, or any third party becoming an "interested stockholder" under, Section 203 of the DGCL, or (v) in the case iSatori, renders certain restrictions set forth in iSatori's certificate of incorporation inapplicable to any alternative acquisition proposal, or if the board of directors or any board committee of the other party resolves, proposes, agrees or publically announces an intention to take any of the actions referred to in the foregoing clauses (i) through (v) (such termination is referred to as an Alternative Acquisition proposal Termination).

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Effect of Termination; Termination Fees and Expense Reimbursement

If the merger agreement is validly terminated, there shall be no liability on the part of any party except for liability arising out of any willful and material breach of the merger agreement. The provisions of the merger agreement relating to confidentiality, public announcements, expenses, governing law, jurisdiction and specific enforcement, waiver of jury trial, assignment, severability and amendments and waivers, as well as the confidentiality agreement entered into between FitLife and iSatori will continue in effect notwithstanding termination of the merger agreement. Upon termination of the merger agreement, a party may become obligated to pay to the other party a termination fee.

The merger agreement requires each of FitLife and iSatori to pay to the other company a termination fee of $200,000 if the merger agreement is terminated under certain specified circumstances.

FitLife will be required to pay iSatori a termination fee of $200,000 under the following circumstances:

- if FitLife effects a Superior Offer Termination, in which case the termination fee must be paid upon termination of the merger agreement;

- if iSatori effects a Change of Recommendation Termination or an Alternative Acquisition Proposal Termination, in which case the termination fee must be paid within two business days after termination of the merger agreement; or

- if (i) iSatori effects a Breach Termination due to a breach by FitLife resulting in the failure to satisfy a closing condition, (ii) an alternative acquisition proposal with respect to FitLife is publicly announced or otherwise made known to the board or senior management of FitLife and not withdrawn prior to the termination of the merger agreement, and (iii) within 12 months after the termination, FitLife consummates an alternative acquisition proposal, or recommends to its stockholders or enters into a definitive agreement for an alternative acquisition proposal (provided that such transaction is subsequently consummated, whether within or after such 12-month period), and the termination fee must be paid upon the consummation of the alternative acquisition proposal; however, in the case of a Breach Termination, FitLife will only be obligated to pay the termination fee if the alternative acquisition proposal consummated subsequently is with the person or group who made the alternative acquisition proposal prior to the termination of the merger agreement.

iSatori will be required to pay FitLife a termination fee of $200,000 under the following circumstances:

- if iSatori effects a Superior Offer Termination, in which case the termination fee must be paid upon termination of the merger agreement;

- if FitLife effects a Change of Recommendation Termination or an Alternative Acquisition Proposal Termination, in which case the termination fee must be paid within two business days after termination of the merger agreement; or

- if (i) iSatori effects an iSatori No Vote Termination, or if FitLife effects a Breach Termination due to a breach by iSatori resulting in the failure to satisfy a closing condition, (ii) an alternative acquisition proposal with respect to iSatori is publicly announced or otherwise made known to the board or senior management of iSatori and not withdrawn prior to the iSatori stockholders' meeting or the termination of the merger agreement, and (iii) within 12 months after the termination, iSatori consummates an alternative acquisition proposal, or recommends to its stockholders or enters into a definitive agreement for an alternative acquisition proposal (provided that such transaction is subsequently consummated, whether within or after such 12-month period), and the termination fee must be paid upon the consummation of the alternative acquisition proposal; however, in the case of a Breach Termination, iSatori will only be obligated to pay the termination fee if the alternative acquisition proposal consummated subsequently is with the person or group who made the alternative acquisition proposal prior to the termination of the merger agreement.

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Specific Enforcement

In addition to any other remedy that may be available to it, including monetary damages, each of FitLife and iSatori is entitled to an injunction or injunctions to prevent breaches of the merger agreement and to enforce specifically the terms and provisions of the merger agreement.

Amendment and Waiver

Any provision of the merger agreement may be amended or waived by the parties, if through an express writing signed by all necessary parties. Any party may specifically and expressly waive in writing any portion or breach of the merger agreement, to the extent such provision is for the benefit of the waiving party. Waivers and consents granted by a party do not imply such party provides a waiver of, or consents to, the same or similar acts in the future. In addition, a party that does not seek a remedy it is entitled to due to the noncompliance or breach by the other party does not waive its right or remedy arising from such noncompliance or breach.

Governing Law; Jurisdiction

The merger agreement is governed by and will be construed in accordance with the internal substantive laws of the State of Delaware, without regard to the conflicts of law provision or rule which would cause the application of the laws of any jurisdiction other than the State of Delaware.

Each of FitLife, iSatori and Merger Sub has irrevocably agreed that any proceeding arising out of or relating to the merger agreement will be brought and determined exclusively in the Court of Chancery of the State of Delaware or any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware).

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BOARD OF DIRECTORS AND MANAGEMENT OF FITLIFE FOLLOWING COMPLETION OF THE TRANSACTIONS

The merger agreement contains certain provisions relating to the governance of FitLife following consummation of the merger. Completion of the merger is subject to the conditions described under "The Merger Agreement—Conditions to Completion of the Merger" beginning on page 70.

Board of Directors and Executive Officers

Board of Directors

Pursuant to the terms of the merger agreement, as of the effective time of the merger, the FitLife Board of Directors will take such action as is required to: (a) increase the number of members of the FitLife Board from five members to seven members; (b) cause one of the current members of the FitLife Board to resign; (c) elect Stephen Adelé as a member of the FitLife Board; and (d) elect two other independent directors as members of the FitLife Board. The two independent directors FitLife intends to elect are Seth Yakatan and Todd Ordal. Following the completion of the merger, each person designated as a director of FitLife will serve as a director in accordance with FitLife's organizational documents. The following sets forth information regarding the board of directors of FitLife following the completion of the merger.

John S. Wilson

Mr. Wilson, age 51, has served as a director of FitLife since 2009. Mr. Wilson is FitLife's Chief Executive Officer, President, and a director with over eighteen years of invaluable experience at both The Coca-Cola Company and Coca-Cola Enterprises. Most recently, Mr. Wilson was responsible for negotiating exclusive bottling agreements with national customers on behalf of all seventy-three of the Coca-Cola Bottlers in the United States. Mr. Wilson holds a Master of Business Administration degree from St. Louis University.

The FitLife Nominating and Corporate Governance Committee believes Mr. Wilson's extensive experience with a Fortune 500 company involved in managing distribution relationships, and his success at growing FitLife 's revenue since joining FitLife as Chief Executive Officer in 2009, provides substantial value to the board of directors of FitLife.

Michael Abrams

Mr. Abrams, age 45, has served as a director of FitLife since 2010. Mr. Abrams is FitLife's Chief Financial Officer and a director, and currently a partner at Burnham Hill Capital Group, a New York-based financial advisory, consulting, investment and merchant-banking firm he joined in August of 2003. Mr. Abrams currently serves on the board of directors of QuantRX Biomedical, Inc., a publicly traded company. He holds a Masters of Business Administration with Honors from the Booth School of Business at the University of Chicago.

The FitLife Nominating and Corporate Governance Committee believes Mr. Abrams' broad experience as an executive, investor, public company director, investment banker and restructuring expert, primarily but not limited to public companies, provides necessary and relevant experience to the board of directors of FitLife in its deliberations.

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Lewis Jaffe

Mr. Jaffe, age 58, has served as a director of FitLife since 2010. Mr. Jaffe is the Chairman of the board of directors, and currently the Chief Executive Officer of Movio, a high speed, mobile movie and content downloading service and application. Prior to Movio, Mr. Jaffe was a principal at Jaffe & Associates ("J&A"), a consulting and advisory firm that provides strategic and tactical planning to mid-market companies and CEO coaching to their executives. Prior to 2009, Mr. Jaffe was Interim Chief Executive Officer and President of Oxford Media, Inc., where he served from 2006 to 2008. Mr. Jaffe has also served in executive management positions with Verso Technologies, Inc., Wireone Technologies, Inc., Picturetel Corporation, and was also previously a Managing Director of Arthur Andersen. Mr. Jaffe is a graduate of the Stanford Business School Executive Program, holds a Bachelor of Science from LaSalle University and holds a Masters Professional Director Certification from the American College of Corporate Directors, a public company director education and credentialing program. Mr. Jaffe also served on the board of directors of Benihana, Inc. as its lead independent director from 2004 to 2012.

The FitLife Nominating and Corporate Governance Committee believes Mr. Jaffe's experience as a CEO of both public and private companies and consultant providing strategic and tactical planning to public companies provides FitLife with a depth of knowledge, systems and best practices. His experience is invaluable on the strategic and operations side of FitLife's business and Mr. Jaffe is FitLife's corporate governance expert. He adds significant value to the board of directors and management as FitLife executes its business plan.

Grant Dawson

Mr. Dawson, age 46, has served as a director of FitLife since November 2013, and is currently a Portfolio Manager of Fixed Income Investments for Polar Securities. Mr. Dawson brings more than 15 years of experience in finance and has significant board-level experience in corporate governance for public companies. Prior to Polar Securities, he was Managing Director of Fixed Income Investments for Manulife Asset Management, a subsidiary of Manulife Financial Corporation, and Vice President and Lead Analyst responsible for corporate debt ratings with Dominion Bond Rating Agency. Prior to such time, Mr. Dawson held various senior management positions in credit management and corporate finance with Nortel and in equity research with Dain Rauscher Ltd. Mr. Dawson earned an M.B.A. from the SMU Cox School of Business, a B.Comm in Finance from the University of Windsor, and holds the Chartered Financial Analyst designation.

The FitLife Nominating and Corporate Governance Committee believes Mr. Dawson's extensive expertise and knowledge regarding corporate finance and investment banking matters, as well as corporate governance, provides FitLife with valuable insight following FitLife's recent recapitalization, and will assist FitLife as it builds a long-term, sustainable long-term capital structure.

Stephen Adelé

Mr. Adelé, age 42, has served as iSatori's Chief Executive Officer and President since April 5, 2012. Mr. Adelé founded iSatori Technologies, Inc., a Colorado corporation and a predecessor to iSatori ("iSatori Tech"), in 2001 and served as its President and Chief Executive Officer since that time. Prior to founding iSatori Tech, Mr. Adelé served as vice president for Experimental and Applied Sciences (EAS) from April 1995 to May 2000. At EAS, Mr. Adelé sourced and secured foreign distribution partners, developed strategic partnerships, set up local manufacturing and assisted partners in developing strategic growth plans. In addition, he worked with regulatory agencies to ensure governmentally-compliant, formulated products and established a distribution center in Tilburg, Netherlands, as well as manufacturing in Germany and New Zealand.

Mr. Adelé earned his bachelor's degree in finance, with a minor in international studies, from the University of Colorado. Mr. Adelé is the author of several books on fitness, nutrition and wellness and has published numerous articles on these topics. As the CEO of iSatori, he was named a finalist for Entrepreneur of the Year by Ernst & Young in 2006 and 2007, named a finalist for "Best Boss in America" by Fortune magazine, won the prestigious Gold Award for growth in small business by Nutrition Business Journal, was named Outstanding Young Coloradoan in 2009 and was nominated for Outstanding Young American in 2010.

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The FitLife Nominating and Corporate Governance Committee believes that Mr. Adelé, due to his extensive history with iSatori, expertise in the sports nutrition and extensive knowledge and understanding of iSatori's history, is qualified to be a member of the FitLife board of directors following the completion of the merger.

Seth Yakatan

Mr. Yakatan, age 45, has served as a director of iSatori, Inc. since September 16, 2014, and interim Chief Financial Officer since April 3, 2015, and currently also serves as Vice President of Business Development for Invion, Ltd. Mr. Yakatan brings more than 24 years of experience as a life sciences business development and corporate finance professional, actively supporting small cap and major companies in achieving corporate, financing, and asset monetization objectives. Mr. Yakatan began his career as a venture capital analyst with Ventana Growth Funds and Sureste Venture Management, where he gained significant experience in creating successful venture-backed life science and biotechnology companies. Prior to founding Katan Associates in 2001, Mr. Yakatan worked in merchant banking at Union Bank of California, N.A., in the Specialized Lending Media and Telecommunications Group. During his six years there, he completed the placement of subordinated debt and private equity investments, exceeding $3 billion in transaction value. Mr. Yakatan is recognized as an expert in the valuation of life sciences companies, stemming from industry experience and academia. He has authored several publications and lectured and guest lectured at corporate workshops and universities on valuation theory, real-world practice and case studies and consulted to several state and provincial governments worldwide on commercialization and capital access initiatives. Mr. Yakatan holds an MBA in Finance from the University of California, Irvine, and a BA in History and Public Affairs from the University of Denver.

The FitLife Nominating and Corporate Governance Committee believes that Mr. Yakatan, with his background more than two decades of experience in life sciences business development and corporate finance and academia, is qualified to be a member of the FitLife Board of Directors.

Todd Ordal

Mr. Ordal, age 57, has served as a director of the iSatori since April 16, 2012. Mr. Ordal is the President and founder of Applied Strategy, LLC, a private consulting company providing consulting and coaching services to chief executive officers and other executives around the world. Prior to founding Applied Strategy, LLC, Mr. Ordal served as Chief Executive Officer of Dore Achievement Centers from December 2002 until November 2004. Prior to joining Dore Achievement Centers, Mr. Ordal served as President and Chief Executive Officer of Classic Sports Companies from January 2001 until December 2002.

Prior to Classic Sport Companies, Mr. Ordal served as a Division President for Kinko's where he had accountability for $500,000,000 in revenue, 300 stores, and 7,000 people. Mr. Ordal served as a member of the board of directors for Kinko's Service Corporation from July 1992 until July 1997. He has also served on several non-profit board and boards of advisors. Mr. Ordal received his bachelors in psychology from Morehead State University and his MBA from Regis University.

The FitLife Nominating and Corporate Governance Committee believes that Mr. Ordal, due to his considerable experience with growing successful businesses, as well as his extensive knowledge and understanding of marketing and finance matters, is qualified to be a member of the FitLife Board of Directors.

Executive Officers

As of the closing of the merger, the executive officers of FitLife will remain the executive officers of FitLife following consummation of the merger except that Mr. Adelé will be appointed as Chief Innovation Officer and remain the Chief Executive Officer of iSatori. John Wilson and Michael Abrams will remain FitLife's Chief Executive Officer and President, and Chief Financial Officer, respectively. These executive officers will be appointed by the newly-constituted board of directors of FitLife following the completion of the merger. The following table sets forth information regarding the executive officers of FitLife following the completion of the merger:

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Name	Age	Title
John Wilson	51	Chief Executive Officer, President, Director
Michael Abrams	45	Chief Financial Officer, Director
Stephen Adelé	42	Chief Innovation Officer, Director

The background and principal occupations of each of FitLife's executive officers following the completion of the merger are set forth above in "---Board of Directors" on page 84.

Executive Compensation

Summary Compensation Table

The following table sets forth information concerning the compensation paid to FitLife's Chief Executive Officer, and FitLife's two most highly compensated executive officers other than its Chief Executive Officer, who were serving as executive officers of FitLife as of December 31, 2014 and whose annual compensation exceeded $100,000 during such year (collectively the "Named Executive Officers").

Name and Principal Position	Year	Salary and Bonus ($)	Stock Awards ($)*	Warrants and Option Awards ($)*	All Other Compensation ($)*	Total ($)
John Wilson	2014	296,154	76,335	-	9,152	381,641
CEO and Director	2013	268,957	-	-	15,911	284,867
Michael Abrams	2014	250,084	-	-	15,168	265,252
CFO and Director	2013 (1)	203,138	294,250	16,092	62,631	576,112

(1) The reported amounts for 2013 include the common stock and option grant authorized by the board of directors of FitLife for Mr. Abrams in January 2013, which securities were reflected in the beneficial ownership table in the Form 10-K filed for the year ended December 31, 2012. The shares of common stock issued Mr. Abrams are subject to a Restricted Stock and Vesting Agreement under which the shares shall remain unvested until the third anniversary of the original date of issuance and subject to substantial risk of forfeiture prior to such date. In addition, $54,000 of the amount listed under All Other Compensation for Mr. Abrams in 2013 was paid directly to Burnham Hill Advisors LLC ("BHA") pursuant to an agreement by and between BHA and FitLife. The agreement was terminated in connection with the execution of that certain employment agreement by and between FitLife and Mr. Abrams dated May 1, 2013.

Employment Agreements

Mr. John Wilson currently serves as FitLife's Chief Executive Officer pursuant to the terms of an Employment Agreement by and between FitLife and Mr. Wilson, dated December 31, 2009, amended on April 13, 2012, and further amended on July 14, 2014. The agreement provides that Mr. Wilson shall serve FitLife in the capacity of its Chief Executive Officer through June 30, 2016, subject to standard terms and provisions consistent with agreements of such type.

Mr. Michael Abrams currently serves as FitLife's Chief Financial Officer pursuant to the terms of an employment agreement by and between FitLife and Mr. Abrams, dated May 1, 2013. The agreement provides that Mr. Abrams shall serve FitLife in the capacity of Chief Financial Officer through May 31, 2016, subject to standard terms and provisions consistent with agreements of such type. Prior to May 1, 2013, Mr. Abrams served as FitLife's Chief Financial Officer pursuant to the terms of a Consulting Agreement for Services by and between FitLife and BHA, which agreement was terminated on May 8, 2013.

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Mr. Stephen Adelé currently serves as director, Chief Executive Officer and President of iSatori. Prior to and as a condition to the completion of the merger, Mr. Adelé will enter into an employment agreement with FitLife with a term of three years thereafter, which provides that effective as of the date of completion of the merger, Mr. Adelé shall serve FitLife in the capacity of its Chief Innovation Officer subject to standard terms and provisions consistent with agreements of such type. The agreement sets forth a base salary of $243,000, which may be increased at the sole discretion of the Chief Executive Officer and Compensation Committee of the FitLife Board. In addition, Mr. Adelé is entitled to stock awards and eligible for annual cash bonuses, each as determined in good faith by the Compensation Committee of the FitLife Board. Mr. Adelé is also eligible to participate in all employee benefit programs and insurance plans available to the executive officers of FitLife and is eligible to receive reimbursement for reasonable business expenses.

Prior to the first anniversary of the effective date of the agreement, if Mr. Adelé’s employment is terminated by FitLife without cause, or by Mr. Adelé for good reason, Mr. Adelé will be entitled to receive a cash payment equal to 100% of his base salary, and health insurance premiums for 6 months after the date of termination, paid by FitLife. After the first anniversary of the effective date of the agreement, if Mr. Adelé’s employment is terminated by FitLife without cause, or by Mr. Adelé for good reason, Mr. Adelé will be entitled to receive a cash payment equal to 50% of his base salary, and health insurance premiums for 6 months after the date of termination, paid by FitLife. If Mr. Adelé’s employment is terminated by FitLife for cause, or due to Mr. Adelé’s disability, or by Mr. Adelé without good reason, Mr. Adelé will only be entitled to receive the amount of his salary accrued through the date of termination. In the event a change of control occurs, and Mr. Adelé’s employment and/or existing stock awards then existing between Adelé and FitLife are not assumed by the surviving or acquiring company, then such stock awards will accelerate and become vested and fully exercisable as of the date of such change of control.

Mr. Adelé has also agreed not to compete and not to solicit employees or customers of FitLife during the term of his employment with FitLife and for 12 months following termination, regardless of cause, as well as agreeing to standard non-disclosure of confidential information provisions.

Outstanding Equity Awards

The following table discloses outstanding equity awards held by each of the Named Executive Officers as of December 31, 2014:

	Equity Awards				
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#)Unexercisable		Option Exercise Price ($)	Option Expiration Date
John Wilson	50,000	-	$	1.00	05/19/16
Chief Executive Officer and President	50,000	-	$	0.90	04/13/17
Michael Abrams	10,000	-	$	0.90	04/13/17
Chief Financial Officer	33,333	16,667	$	0.90	01/16/18

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Equity Compensation Plan Information

The following table sets forth information as of December 31, 2014, with respect to the shares of common stock that may be issued upon the exercise of options and other rights under FitLife's existing equity compensation plans and arrangements. The information includes the number of shares covered by and the weighted average exercise price of, outstanding options and other rights and the number of shares remaining available for future grants, excluding the shares to be issued upon exercise of outstanding options and other rights.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a) (c)
Equity compensation plans approved by security holders:	220,000	$ 1.16	1,280,000
Equity compensation plans not approved by security holders:	-	-	-
Total	220,000	$ 1.16	