

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
mike kwarta		11/29/2023	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Antonio El Allah Express Trust Enterprise		
Street Address:	3600 ESTATE OAK CIRCLE		
City:	FORT LAUDERDALE		
State/Country:	FLORIDA		
Postal Code:	33312		
Entity Type:	Trust: UNITED STATES		
Composed Of:	• ANTONIO EL-ALLAH, UNITED STATES, Trustee		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87694533	ALBANY EMPIRE	
Serial Number:	88531623	ALBANY EMPIRE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8134422820		
Email:	tcbentreprendesllc@gmail.com		
Correspondent Name:	Alberony denis		
Address Line 1:	3030 n rocky point dr w unit 150		
Address Line 4:	tampa, FLORIDA 33607		
NAME OF SUBMITTER:	alberony denis		
SIGNATURE:	Alberony/Denis/123		
DATE SIGNED:	11/29/2023		
Total Attachments: 6			
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TE SPORTS GROUP, INC. and
JG SPORTS, INC.
PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is effective as of April 22, 2023 (the "Effective Date") and is by and between MICHAEL KWARTA (hereinafter referred to as "Selling Shareholder"), and ANTONIO EL-ALLAH EXPRESS TRUST ENTERPRISE (hereinafter referred to as "Buyer") with respect to stock of TE SPORTS GROUP, INC. a New York corporation and JG SPORTS, INC., a Connecticut corporation (together hereinafter referred to as "Company").

BACKGROUND

A. Buyer executed that certain Subscription Agreement, dated March 1, 2023 (the "Subscription Agreement"), to purchase shares of common stock of the Company. On or about March 1, 2023, Buyer paid Selling Shareholder THREE HUNDRED FIFTY THOUSAND and 00/100 (\$350,000).

B. Selling Shareholder and Buyer now mutually desire to nullify, terminate, and void in its entirety the Subscription Agreement upon the terms and conditions set forth in this Agreement.

C. Selling Shareholder now agrees to sell, transfer, and assign all of his shares of the common stock of the Company (the "Stock") to the Buyer.

D. Buyer is willing to purchase the Stock upon the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

ARTICLE I

Subscription Agreement

1.1 Subscription Agreement. The Subscription Agreement is hereby nullified, terminated, and void in its entirety.

ARTICLE II

Purchase and Sale of Stock

2.1 Purchase of Stock. Selling Shareholder agrees to sell to Buyer and Buyer agrees to purchase from Selling Shareholder the Stock (the "Purchase"). In exchange for the Stock, Buyer has paid the Selling Shareholder THREE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$350,000) ("Purchase Price") and other good and valuable consideration.

Purchase Agreement

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2.2 Delivery of Stock Power. The Selling Shareholder's interest in the Company shall be transferred to Buyer as of the date hereof, and the Selling Shareholder shall deliver a Stock Power duly executed in the substantial form attached as Exhibit A confirming such transfer.

ARTICLE III

Indemnification and Release

3.1 Indemnification. Buyer agrees to defend, indemnify, and hold harmless the Selling Shareholder, and his administrators, executors, successors, heirs, and assigns, from and against any and all claims, liabilities, losses, costs and expenses whatsoever, including without limitation, reasonable attorneys' fees and disbursements, relating to debts and liabilities of the Company incurred in the ordinary course of business. Selling Shareholder agrees to defend, indemnify, and hold harmless Buyer, and its administrators, executors, successors, heirs, and assigns, from and against any and all claims, liabilities, losses, costs and expenses whatsoever, including without limitation, reasonable attorneys' fees and disbursements, relating to debts and liabilities of the Company not incurred in the ordinary course of business prior to the date of this Agreement.

3.2 Release. Buyer and their respective past, present, or future affiliates, directors, officers, shareholders, members, managers, agents, administrators, employees, successors, parents, subsidiaries, heirs, and/or assigns hereby freely release, acquit, waive, and forever discharge Selling Shareholder and his past, present, or future administrators, executors, successors, heirs, and assigns, of and from any and all potential, existing, or future debts, claims, liabilities, demands, causes of action, costs, expenses, losses, attorneys' fee, damages, indemnities, and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, relating in any way to the Company. Selling Shareholder agrees to defend, indemnify, and hold harmless the Selling Shareholder, and his administrators, executors, successors, heirs, and assigns, from and against any and all claims, liabilities, losses, costs and expenses whatsoever, including without limitation, reasonable attorneys' fees and disbursements, arising out of or in any way related to this paragraph.

ARTICLE IV

Miscellaneous

4.1 Further Assurances. Each Party will cooperate with the other Party, take such further action, and execute and deliver such further documents, as may be reasonably requested by the other Party in order to carry out the terms and purposes of this Agreement.

4.2 Assignment; Successors and Assigns. This Agreement or any of the rights or obligations hereunder may not be assigned by either Party without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, legal representatives, and assigns, and no other Person will have any right or obligation under this Agreement.

Purchase Agreement

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4.3 Governing Law. This Agreement will be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

4.4 Jurisdiction; Venue. Each Party hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the Northern District of New York or the applicable state court located in the State of New York, County of Albany for any litigation or proceeding arising out of or relating to this Agreement, (b) waives any objection to the laying of venue of any litigation or proceeding arising out of this Agreement in such courts, and (c) waives and agrees not to plead or claim in any such court that any such litigation or proceeding brought in any such court has been brought in an inconvenient forum.

4.5 Entire Agreement; Amendments and Waivers. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, superseding all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such subject matter. No supplement, modification, or waiver of this Agreement will be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision of this Agreement (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided in such writing.

4.6 Counterparts; Facsimile Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Party will be entitled to rely on such facsimile or PDF signature as conclusive evidence that this Agreement has been duly executed by such Party.

4.7 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement or any other such instrument.

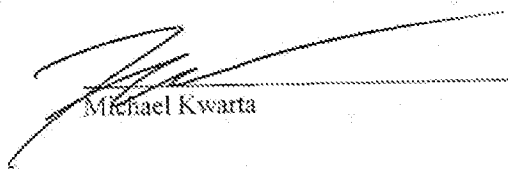
4.8 Notices. All notices and other communications given pursuant to this Agreement will be deemed properly given when hand delivered or mailed, addressed to the appropriate Party at the address of such Party as shown at the beginning of this Agreement, postage prepaid, by certified or registered mail, return receipt requested. Either Party may from time to time designate by written notice, given in accordance with the provisions of this section, any other address or Party to which such notice or communication or copies thereof must be sent.



4.9 Survival. The representations and warranties of the Parties and the indemnification contained herein will survive the Closing Date without limitation. The covenants contained in this Agreement, and the indemnities with respect thereto, shall survive the Closing Date until they have been fully satisfied or otherwise discharged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 29 day of April, 2023.

SELLING SHAREHOLDER:


Michael Kwarta

BUYER:

ANTONIO EL-ALLAH EXPRESS TRUST
ENTERPRISE Without prejudice, without recourse

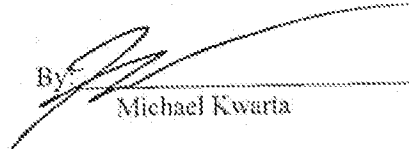
By: BROWN, ANTONIO TEVARIS
Name:

Title:

All rights Reserved

CONSENT TO TRANSFER:

TE SPORTS GROUP, INC.

By: 
Michael Kwarta

JG SPORTS, INC.

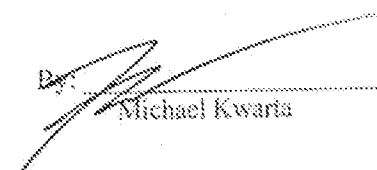
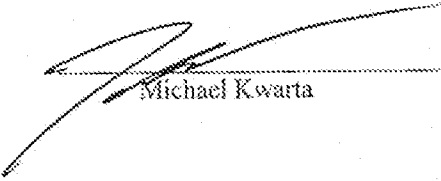
By: 
Michael Kwarta

EXHIBIT A

TE SPORTS GROUP, INC.
STOCK POWER

FOR VALUE RECEIVED, the undersigned, MICHAEL KWARTA, does hereby sell, assign and transfer unto ANTONIO EL-ALLAH EXPRESS TRUST ENTERPRISE, all of his shares of the common stock of TE SPORTS GROUP, INC. (the "Corporation") a New York corporation, standing in his name on the books of the Corporation and does hereby irrevocably constitute and appoint Bond, Schoeneck & King, PLLC as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: As of April 29, 2023


Michael Kwarta

Purchase Agreement
Exhibit A

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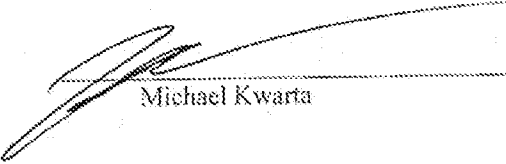
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EXHIBIT A

JG SPORTS, INC.
STOCK POWER

FOR VALUE RECEIVED, the undersigned, MICHAEL KWARTA, does hereby sell, assign and transfer unto ANTONIO EL-ALLAH EXPRESS TRUST ENTERPRISE, all of his shares of the common stock of JG SPORTS, INC. (the "Corporation") a New York corporation, standing in his name on the books of the Corporation and does hereby irrevocably constitute and appoint Bond, Schoeneck & King, PLLC as attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: As of April 29, 2023


Michael Kwarta

Purchase Agreement
Exhibit A

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