

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ivan Marynych		04/18/2019	INDIVIDUAL: UKRAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trade Guru Inc.		
<b>Street Address:</b>	25 Wellington Avenue, Apt. 2		
<b>City:</b>	Mundelein		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60060		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87587353	LAZLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	direct@lazleusa.com		
<b>Correspondent Name:</b>	Siarhei Shytsko		
<b>Address Line 1:</b>	25 Wellington Avenue, Apt. 2		
<b>Address Line 4:</b>	Mundelein, ILLINOIS 60060		
<b>NAME OF SUBMITTER:</b>	Siarhei Shytsko		
<b>SIGNATURE:</b>	/Siarhei Shytsko/		
<b>DATE SIGNED:</b>	04/22/2019		
<b>Total Attachments: 2</b>			
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source=gift-agreement Lazle#page2.tif			

OP \$40.00 87587353

## Gift Agreement

This Gift Agreement ("Agreement"), effective as of April 18, 2019 ("Effective Date"), is made and entered into by and between **Ivan Marynych**, a citizen of Ukraine, 1 Proletarska Str., Apt. 2, Berezove village, Rivnenska region, Ukraine, 34212 ("Donor") and **Trade Guru Inc.** duly registered in the USA, 25 Wellington Avenue, Apt. 2, Mundelein, Illinois, USA, 60060, ("Recipient").

Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

### **RECITALS**

The Donor wishes to make a charitable gift to the Recipient as set forth in this Agreement. The Recipient desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

### **AGREEMENT**

**1. Gift.** Donor hereby pledges to the Recipient the following gift:

Trademark: LAZLE  
Application number: 87587353  
Registration number: 5559070  
Country of registration: USA

Description of Goods: Cameras; Day and night vision systems primarily comprising day and night sensors, day and night cameras, power sources, communication means, monitors and operating software; IP (Internet protocol) speed dome cameras; Motion-activated cameras; Remote video monitoring system consisting primarily of a camera and video monitor for recording and transmitting images to a remote location; Video cameras; Wearable cameras.

The term "Trademark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and all countries and territories worldwide and under any international convention.

**2. Payment of the Gift.** The Gift is an irrevocable pledge that free of charge.

**3. Assignment.** Donor hereby irrevocably assigns, grants, and transfers to Recipient all rights, title, and interest in and to the Mark in perpetuity. Donor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Donor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the Parties in writing. Donor further agrees to not challenge the Recipient's use or ownership of the Mark.

**4. Execution and Delivery.** Donor shall execute and deliver to Recipient any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Recipient may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Recipient and to confirm Recipient's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.

**5. Representation and Warranties.** Donor represents and warrants to the Recipient that the Donor is the legal and rightful owner of the Mark, has good and marketable title and full legal rights and authority to sell and transfer the same and that the Mark is free of all liens, claims, and encumbrances.

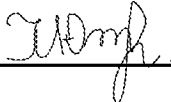
**6. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

**7. Governing Law.** This Agreement will be governed by and constructed in accordance with the laws of Ukraine. Each party consent to the exclusive jurisdiction of the courts located in Ukraine for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

**ACCEPTED AND AGREED TO:**

DONOR NAME

**Ivan Marynych**

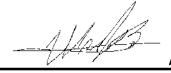
Signature: /  /

RECIPIENT NAME

**Trade Guru Inc.**

By: Siarhei Shytsko

Title: President

Signature: /  /