

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ping Zhang		03/24/2020	INDIVIDUAL: CHINA
RECEIVING PARTY DATA			
Name:	TRADE GURU INC.		
Street Address:	25 Wellington Avenue, Apt. 2		
City:	MUNDELEIN		
State/Country:	ILLINOIS		
Postal Code:	60060		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5732152	NAGANATE	
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:	0953552576		
Email:	d.taban-tarlov@4b.ua		
Correspondent Name:	Dmytriy Taban-Tarlov		
Address Line 1:	3 Maykovskogo avenue, ap.55		
Address Line 4:	Kyiv, UKRAINE 02225		
NAME OF SUBMITTER:	Siarhei Shytsko		
SIGNATURE:	/Siarhei Shytsko/		
DATE SIGNED:	04/08/2020		
Total Attachments: 2			
source=gift agreement Naganate-#24050;#31614;#21517;#page1.tif			
source=gift agreement Naganate-#24050;#31614;#21517;#page2.tif			

OP \$40.00 5732152

Gift Agreement

This Gift Agreement ("Agreement"), effective as of the 24 day of March, 2020 ("Effective Date"), is made and entered into by and between

Ping Zhang, citizen of China, residing at No.211,Unit 6,Building 23,No.1 Yongjun Road(Section 2),Jiangyang, Luzhou,Sichuan CHINA 646000 ("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

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

AGREEMENT

1. Gift. Donors hereby pledge to the Recipient the following gift:

Trademark: NAGANATE
Application number: 88077052
Registration number: 5732152
Country of registration: USA

Goods and services:

018 class - All-purpose athletic bags; Back packs; Book bags; Briefcases; Card wallets; Crossbody bags; Duffel bags; Handbags; Keycases; Leather bags and wallets; Leather straps; Luggage and trunks; Waist bags

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. Donors hereby irrevocably assign, grant, and transfer to Recipient all rights, title, and interest in and to the Mark in perpetuity. Donors further authorize 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, Donors agree 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. Donors further agree to not challenge Recipient's use or ownership of the Mark.

4. Execution and Delivery. Donors 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. Donors represent and warrant to the Recipient that the Donors are the legal and rightful owners of the Mark, have 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.

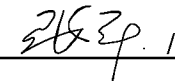
7. Governing Law. This Agreement will be governed by and constructed in accordance with the laws of the USA. Each party consent to the exclusive jurisdiction of the courts located in the USA for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further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

ACCEPTED AND AGREED TO:

DONORS NAME

Ping Zhang

Donor

Signature: 1  1

RECIPIENT NAME

Trade Guru Inc.

By: Siarhei Shytsko

Title: Director

Signature: : 