

ASSET SALE AGREEMENT

This **ASSET SALE AGREEMENT** dated as of June 6, 2014 (the "Agreement") is entered into by and between **TRANS GLOBAL GROUP, Inc.** ("**Seller**") a publicly traded corporation organized under the laws of, and domiciled in, the State of Florida, and Gene Caiazzo, an individual residing in, the State of Florida ("**BUYER**").

PREAMBLE

WHEREAS, Seller owns certain domain names and websites under www.Federated.com and www.Federated.com that were purchased from the BUYER in April of 2011 (the "**Assets**"); and

WHEREAS, Seller desires to convey, sell and assign to Buyer all of Seller's right, title and interest in and to the Assets, upon the terms and conditions contained in this Agreement; and

WHEREAS, Buyer desires to purchase the Assets upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Assets.

1.1 Sale and Purchase of Assets. Seller shall sell, assign and convey the Assets to Buyer, and Buyer shall purchase the Assets from Seller.

2. Purchase Price; Payment.

2.1 Purchase Price. The purchase price for the Assets shall be the sum of \$25,000.00 (the "**Purchase Price**"), the Purchase Price shall be paid by delivery to Seller at the Closing by deducting \$25,000.00 from the interest owed to the BUYER as stated on the Seller's financials. The parties agree the interest shall be deducted from fiscal year 2013 and shall be deducted from the newest interest added on from December 2013 going back 8.33 months.

3. Representations and Warranties of Seller.

3.1 Authority and Enforcement. Seller has all requisite power and authority to execute and deliver this Agreement, and to consummate the transactions contemplated hereby. Seller has taken all action necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and this Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be affected by

bankruptcy, insolvency, moratoria or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

3.2 No Conflicts or Defaults. The execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby do not and shall not, with or without the giving of notice or the passage of time, (i) violate, breach or conflict with the articles of organization, bylaws or corresponding organizational documents of Seller, (ii) result in a material breach of, or a material default or loss of rights under, any covenant, agreement, mortgage, indenture, lease, instrument, permit or license to which Seller is a party or by which Seller is bound, or any judgment, order or decree, or any law, rule or regulation to which Seller or any of its assets is subject, (iii) result in the creation of, or give any party the right to create, any lien, charge, encumbrance, security interest or any other right or adverse interest ("**Liens**") upon any of the Assets, (iv) terminate or give any party the right to terminate, amend, abandon or refuse to perform, any material agreement, arrangement or commitment relating to the Assets, or (v) have a material adverse effect on the acquisition or ownership of the Assets by Buyer or consummation of the transactions contemplated hereby (a "**Seller Material Adverse Effect**").

3.3 Consents of Third Parties. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller does not require the consent of any person, or such consent has or will be obtained, in writing, prior to the Closing.

3.4 No Litigation. There are no legal, equitable, administrative, arbitration, governmental, regulatory or other proceedings pending against Seller, or, to the best knowledge of Seller, threatened against it, an adverse determination to which would be likely to result in a Seller Material Adverse Effect.

3.5 No Options or Other Agreements. There are no options or agreements of any character relating to the Assets to which Seller is a party, or by which Seller is bound that, if exercised or consummated, would be likely to result in a Seller Material Adverse Effect.

3.6 Title to Assets. Seller is the owner of the Assets, free and clear of all Liens. Upon consummation of the transactions contemplated hereby, Buyer will acquire good and marketable title to the Assets.

3.7 Compliance with Laws. Seller is and, to its knowledge, others who perform services on its behalf, have been and are in compliance with all applicable federal, state, local and foreign laws, rules, regulations, standards, orders and decrees, except where noncompliance would not, singly or in the aggregate, have a Seller Material Adverse Effect; and Seller has not received any notice citing action or inaction by Seller, or others who perform services on its behalf, that would constitute non-compliance with any applicable federal, state, local or foreign laws, rules, regulations or standards and that would likely have a Seller Material Adverse Effect.

3.8 Intellectual Property. To the extent that the Assets include any trademarks, copyrights, trade names, service marks, trade secrets, license agreements, proprietary processes, business methods or similar tangible or intangible property ("**Intellectual Property**"), such Intellectual Property is owned by Seller, free and clear of all Liens. To the best of Seller's knowledge, such Intellectual Property does not infringe upon or otherwise violate the rights of any third person, and Seller has received no notice of any such infringement or violation. To the extent that any such Intellectual Property is licensed by Seller to any third party, the license is in full force and effect, the licensee is not in breach or violation of the license agreement and Seller have no knowledge that any such Intellectual Property is being used in violation of Seller' proprietary rights.

IN WITNESS WHEREOF, we have executed this Agreement as of the date and year first above written.

TRANS GLOBAL GROUP, INC.

By: Chris Clarke
Chris Clarke, President/CEO

GENE CAIAZZO

By: Eugene (Gene) Caiazzo
Gene Caiazzo