

## **BILL OF SALE**

This **BILL OF SALE** ("Bill of Sale") dated as of June 6, 2014, is delivered by **TRANS GLOBAL GROUP, INC.**, a Florida corporation (the "Company"), pursuant to that certain Asset Sale Agreement dated June 6, 2014 by and between the Company, and Gene Caiazzo, a Florida resident ("Caiazzo").

**WHEREAS**, pursuant to the terms and provisions of the Agreement, the Company has agreed to sell certain of its assets to Caiazzo (the "Assets") and Caiazzo has agreed to purchase the Assets on the terms and conditions set forth in the Agreement; and

**WHEREAS**, the execution and delivery by the parties hereto of this Bill of Sale is a condition to each party's obligations to consummate the transactions contemplated by the Agreement.

**NOW THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Agreement, the parties hereby agree as follows:

1. Sale of Assets. The Company does hereby unconditionally and irrevocably sell, assign, transfer and convey to Caiazzo, in accordance with the Agreement, all of its right, title and interest in, to and under the Assets.
2. Warranty; Further Assurances. The Company fully warrants the right and title to the Assets unto Caiazzo, its successors and assigns, free and clear of all liens, security interests and other encumbrances of all types, except as specifically provided in the Agreement. The Company shall at any time and from time to time following the Closing, execute and deliver to Caiazzo all such further instruments and take all such further action as may be reasonably necessary or appropriate in order to more effectively sell, assign, transfer and convey the Assets to Caiazzo.
3. Conflicts. In the event of any conflict between the terms of this Bill of Sale and the Agreement, the terms of the Agreement shall govern and control.
4. Successors and Assigns. This Bill of Sale and the covenants and agreements contained herein shall survive the Closing and shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the Company has caused this Bill of Sale to be executed as of the 6th day of June 2014.

**Trans Global Group, Inc.**

By: 

Name: Chris Clarke

Title: President and Chief Executive Officer