

Bill of Sale and Assignment

BILL OF SALE AND ASSIGNMENT dated January 5, 20__, from XYZ CORPORATION, a New York corporation (the “Seller”) to ABC CORPORATION, a New York corporation (the “Purchaser”).

WITNESSETH:

WHEREAS, by an Assets Purchase Agreement (the “Agreement”) dated as of January 5, 20__, among the Seller, JOHN DOE, and the Purchaser, the Seller has agreed to sell to the Purchaser all right, title and interest in and to: (i) the Seller’s Business (as defined in the Agreement); (ii) certain assets, properties and rights constituting the Business described and referred to in Section 1.1.1 of the Agreement; (iii) the name XYZ Corporation and any derivative thereof; and (iv) any and all of the other rights, property and interests agreed to be sold under the Agreement (the terms of which are incorporated by reference), all of which shall be referred to as the “Assets”; and

WHEREAS, pursuant to due authorization, the Seller is presently executing and delivering this Bill of Sale and Assignment to the Purchaser for the purpose of selling and assigning to and vesting in the Purchaser all of the Seller’s right, title and interest in and to the Assets;

NOW, THEREFORE, in consideration of the purchase price provided in the Agreement and other good and valuable consideration, and intending to be legally bound, the Seller grants, sells, conveys, assigns, transfers, sets over to, and vests in the Purchaser, its successors and assigns all of the Seller’s right, title and interest, legal and equitable, in and to all of the Assets, including, without limitation, (i) all of its rights and privileges under or otherwise in respect of any contracts, commitments and other agreements which are part of the Assets and (ii) the property described in the annexed schedules.

TO HAVE AND TO HOLD the same, including the appurtenances thereof, unto the Purchaser, its successors and assigns forever, to its and their own proper use and benefit; and the Seller warrants title to the Assets to Purchaser, its successors and assigns to the extent represented and warranted in the Agreement.

1. The Seller constitutes and appoints the Purchaser, its successors and assigns as the Seller’s true and lawful agent and attorney with full power of substitution, in the Seller’s name and stead, but on behalf of and for the benefit of the Purchaser, to demand and receive any and all of the Assets which are not in the possession or under the exclusive control of the Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in the Seller’s name or in the name of the Purchaser, its successors and assigns as the legal attorney of and for the Seller duly authorized, for the benefit of the Purchaser, its successors and assigns any and all proceedings at law, in equity or otherwise, which the Purchaser, its successors and assigns may deem proper for the collection and enforcement of any claim or right of any kind granted, sold, conveyed, transferred or assigned, or intended so to be, and to do all acts and things in relation to the Assets which the Purchaser, its successors and assigns shall deem desirable, the Seller declaring that the foregoing

powers are coupled with an interest and are and shall be irrevocable by the Seller or by the Seller's dissolution or in any manner or for any reason whatsoever.

2. In the case of any Assets which cannot be effectively or validly transferred or assigned by the Seller without the consent of another party, or in the case of certain contracts, the novation thereof, (i) the Seller will use its best efforts to obtain such consent or, if any be unobtainable, will use its best efforts to assure to the Purchaser the benefits thereof, and (ii) if and when such consents and novations are obtained, this instrument shall automatically be effective to assign and transfer such Assets.

3. The Seller for itself, its successors and assigns covenants that, at any time and from time to time after the delivery of this instrument, at the Purchaser's request and without further consideration, the Seller will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, conveyances, transfers, assignments, powers of attorney and assurances as the Purchaser reasonably may require more effectively to convey, transfer to or vest in, and to put the Purchaser in possession of, any of the Assets, or to better enable the Purchaser to realize upon or otherwise enjoy any of the Assets or to carry into effect the intent and purposes of the Agreement and of this instrument.

4. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than the Purchaser and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of the Purchaser and its successors and assigns.

5. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Agreement or constitute a waiver or release by the Seller or the Purchaser of any liabilities, duties or obligations imposed upon either of them by the terms of the Agreement, including, without limitation, the representations and warranties and other provisions which the Agreement provides shall survive the date hereof.

6. The Assets are being sold by the Seller subject to the Seller's representations, warranties and agreements contained in the Agreement.

7. This instrument is being executed by the Seller and shall be binding upon the Seller, its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

8. This instrument shall be governed by and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be duly executed on the date first above written.

XYZ CORPORATION

By: _____

Accepted: _____

Sample