

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