

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, made this _____, 20__, by and among [COMPANY NAME] a [STATE] corporation (the "Purchaser"), and _____, a [STATE] corporation (the "Seller"), and [COMPANY NAME] an individual resident of the State of [STATE] (the "Shareholder"), pursuant to the Asset Purchase Agreement (the "Purchase Agreement") by and between the parties dated _____.

WITNESSETH:

That Seller and Shareholder, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Purchaser, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and assign to Purchaser the following property and assets:

All of Seller's right, title and interest in and to the assets, properties and rights of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, relating to or used in conjunction with, the Business, directly or indirectly, in whole or in part, in existence on the date hereof and any additions thereto on or before the date hereof, whether or not carried on the books and records of Seller and wherever located, including, without limitation, the following assets, properties and rights (collectively, except for the Excluded Assets described below, the "Purchased Assets and Business"):

(i) Inventory. All inventory of merchandise and materials held by Seller for sale, for rent, or which are "on loan" to customers, materials, supplies and spare parts in the ordinary course of business (the "Purchased Inventory");

(ii) Furniture and Office Equipment. All office equipment, office furniture, and other assets listed and described on **Schedule 1(a)(ii)**, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto ("Furniture and Equipment");

(iii) Machinery and Equipment. All equipment, machinery and other assets listed and described on **Schedule 1(a)(iii)**, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto ("Machinery and Equipment");

(iv) Vehicles. All vehicles listed and described on **Schedule 1(a)(iv)**, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (the "Vehicles");

(v) Purchased Accounts Receivable. Accounts receivable arising from orders received on or after _____, 20__ (the "Cut-off Date") (the "Purchased Accounts Receivable");

(vi) Books and Records. All books, records and files (tangible and electronic) containing any information or documents relevant to the conduct of the Business, including, without limitation, contract files, credit files, purchasing histories or profiles, project files and pricing, customer lists, lists of suppliers, accounting records (including ancillary records, paid invoices and work papers related thereto), correspondence, computer and billing tapes, research data, and advertising data ("Books and Records");

(vii) Intangible Assets. All intangible rights and property, including, without limitation, going concern value, goodwill (including the names " _____ " and " _____ [trade names]" and all variations thereof and all other trade names and trade marks of the Business), software licenses, internet web pages and domain names, e-mail addresses, telephone and telecopy numbers and listings, prepaid expenses, claims for refunds, rights to rebates and rights to offset ("Intangible Assets"); and

(viii) Assigned and Assumed Contracts. All contracts, agreements, commitments, instruments, and leases relating to the Purchased Assets and Business, to which Seller is a party or by which Seller is bound, which Purchaser has expressly agreed to assume in its sole and absolute discretion and listed and described on **Schedule I(a)(viii)** (collectively, the "Assigned and Assumed Contracts").

(b) Excluded Assets. The following assets shall be retained by Seller (the "Excluded Assets") and shall not be sold, transferred or assigned to Purchaser in connection with the purchase of the Assets:

(i) Seller's corporate minute books, stock records and related corporate records, not required for the operation of the Business;

(ii) inventory sold or supplies consumed in the ordinary course of business prior to the Closing;

(iii) accounts receivable accruing prior to the Cut-off Date (the "Excluded Accounts Receivable");

(iv) cash on hand and bank accounts as of the Closing Date (the "Cash");

(v) rights of Seller under this Agreement.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

AND, the Seller does, for itself, its successors and assigns, hereby covenant with the Purchaser that it is the lawful owner of the property and assets hereby transferred, conveyed

and assigned; that they are free from all claims, liens and encumbrances except as provided in **Schedule 7(a)(i)**; that they are free from material defect except for latent defects of which Seller and the Shareholders have no knowledge, that they have been maintained in accordance with normal industry practice, that they are in good operating condition and repair (subject to normal wear and tear), and are suitable for the purposes for which they are presently used; that it has good right to sell, transfer, convey and assign the same as herein provided; that there are no creditors against whom this Bill of Sale is ineffective pursuant to O.C.G.A. §1 1-6- 1 02, *et. seq.* (the [STATE] Uniform Commercial Code covering Bulk Transfers); and that it will warrant and defend the same against all lawful claims and demands of all persons whatsoever.

All references to "Schedules" herein shall refer to the Schedules attached to the Purchase Agreement, which are incorporated into and made a part of this instrument by reference.

IN WITNESS WHEREOF, the parties have executed under seal, or caused to be executed by their duly authorized corporate officers and their corporate seals affixed, this Bill of Sale all as of the date first above written.

Seller

[CORPORATE SEAL]

By: _____
_____, President

_____ [L.S.]

Individually and as Shareholder

Purchaser

[CORPORATE SEAL]

By: _____
_____, President