

BILL OF SALE

This **BILL OF SALE** dated [Date] is executed and delivered by [Company 1], a [State] limited liability company (“Seller”), to [Company 2], a [State] corporation (“Buyer”). All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated [Date] among Seller, Buyer and the other signatories thereto (the “Agreement”).

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer substantially all of the assets of Seller, and Buyer has agreed to assume certain of the liabilities of Seller;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all right, title and interest in, to and under all of the Acquired Assets.

2. Seller hereby covenants and agrees that it will, at the request of Buyer and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively vest in, Buyer, its successors and assigns, free and clear of all Security Interests, all right, title and interest of the Seller in, to and under the Acquired Assets hereby sold, transferred, conveyed, assigned and delivered and to put Buyer in actual possession and operating control thereof as of the date hereof, to assist Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Agreement.