



Bill of Sale (Stock for Assets)

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ASSIGNMENT AND BILL OF SALE

Pursuant to a Stockholders' Agreement dated as of [DATE], by and among [COMPANY NAME], a _____ corporation (the "**Corporation**"), [NAME OF STOCKHOLDER] (the "**Stockholder**") and certain other stockholders, and in consideration of the issuance to Stockholder of [NUMBER (___)] shares of the Corporation's Common Stock, with [\$.___] par value, Stockholder hereby assigns, sells, transfers and conveys to the Corporation all of [HIS/HER] right, title and interest as of the date hereof in and to the property and assets of which are listed on Exhibit A hereto (the "**Assets**").

OR

In consideration of the issuance to [NAME OF STOCKHOLDER] (the "**Stockholder**") of [NUMBER (___)] shares of [COMPANY NAME], a _____ corporation (the "**Corporation**") Common Stock, with [\$.___] par value, Stockholder hereby assigns, sells, transfers and conveys to the Corporation all of [HIS/HER] right, title and interest as of the date hereof in and to the property and assets of which are listed on Exhibit A hereto (the "**Assets**").

TO HAVE AND TO HOLD, the Assets hereby conveyed, all and singular, unto the Corporation, to and for its use and benefit.

Stockholder represents and warrants to the Corporation that [HE/SHE] has good and valid title to and is the lawful owner of the assets, and that Stockholder has the right to sell the Assets free and clear of all liens, claims and encumbrances.

Stockholder will, at any time and from time to time after the date hereof, upon the reasonable request of the Corporation, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney or assurances as may be required for the better transferring, assigning, conveying and confirming to the Corporation, or for aiding and assisting in reducing to possession by the Corporation, any of the Assets or rights being purchased hereunder, or to vest in the Corporation good, valid and marketable title to such Assets and rights.

This Assignment and Bill of Sale shall inure to the benefit of the Corporation and shall be binding upon Stockholder and his successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, Stockholder has caused this Assignment and Bill of Sale to be duly executed this _____ day of _____, 20__.

[NAME OF STOCKHOLDER]