

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, _____ (“Seller”), does hereby grant, sell, assign, transfer and convey unto _____ (“Buyer”), its successors and assigns, the personal property (the “Personal Property”) described on **EXHIBIT A** attached hereto and incorporated herein.

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

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ITEM SOLD IS BEING SOLD ON AN “AS IS – WHERE IS” BASIS, WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR LOSS OF REVENUES OR PROFITS, INCONVENIENCE, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE THE ITEM SOLD. IN NO EVENT SHALL SELLER’S LIABILITY EXCEED AMOUNT BUYER PAID TO SELLER TO PURCHASE THE ITEM SOLD. BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO BUYER AND BUYER’S PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE THE ITEM SOLD.

AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DO NOT ALLOW LIMITATION ON IMPLIED WARRANTIES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment effective as of the _____ day of _____, 20__.

By: _____
Name: _____
Title: _____

EXHIBIT A
to
Bill of Sale and Assignment