

## BILL OF SALE, ASSIGNMENT AND CONVEYANCE

THIS BILL OF SALE, ASSIGNMENT AND CONVEYANCE made effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**[NAME OF SELLER]**

\_\_\_\_\_  
*(street address)*

\_\_\_\_\_  
*(city, state, zip code)*  
(the "Seller")

- and -

**[NAME OF BUYER]**

\_\_\_\_\_  
*(street address)*

\_\_\_\_\_  
*(city, state, zip code)*  
(the "Buyer")

**THIS AGREEMENT WITNESSES THAT** Seller, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Buyer the following rights, titles, estates and interests (all of which are herein called the "Subject Interests"):

All right, title, interest and estate of Seller in and to:

- (a) the items of equipment, machinery, office furniture, vehicles and other assets of Seller described in Schedule A attached hereto; and
- (b) all inventory, and all other new, used, junk, surplus, excess or idle personal property that has been used, is capable of being used, or is otherwise held in connection with the business of Seller and located at Seller's premises at \_\_\_\_\_ *(insert address of seller's premises)* (the "Premises"), and owned, leased, held on consignment or otherwise held by Seller and located at the Premises, including but not limited to those items described in Schedule B attached hereto; and
- (c) the leases, contracts with customers and suppliers and other agreements described in Schedule C attached hereto; and
- (d) the trade names, trade marks and service marks described in Schedule D attached hereto.

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights, privileges and appurtenances in any way belonging thereto, unto Buyer and Buyer's successors and assigns forever.

Seller has concurrently herewith and in pursuance hereof directly assigned to Buyer certificates of title to all vehicles being transferred as part of the Subject Interests, and has duly executed and delivered to Buyer deeds in recordable form to all fixtures being transferred as part of the Subject Interests.

Seller hereby grants and transfers unto Buyer full power and right of substitution and subrogation in and to all covenants and warranties (including, without limitation, covenants and warranties as to title), if any, by others heretofore given or made in respect of the Subject Interests or any part thereof.

Seller further covenants and agrees that it will at any time and from time to time after the date of this instrument, upon the request of Buyer, execute, acknowledge, deliver and perform, or cause to be executed, delivered, or performed, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better vesting and confirming unto Buyer

of the title to and possession of any and all of the assets, properties and rights acquired by Buyer from Seller hereunder.

**THIS IS A 2-PAGE CONTRACT WITH ANOTHER 4 PAGES FOR EXHIBITS.**