

ASSIGNMENT OF ASSETS

IN CONSIDERATION OF the sum of _____ Dollars (\$_____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

_____ (*insert name of party assigning the assets*)
of _____
(*insert street address, city, state & zip code*)

(hereinafter the "Assignor"), assigns to

_____ (*insert name of party receiving the assets*)
of _____
(*insert street address, city, state & zip code*)

(hereinafter the "Assignee") the books of account, contracts, leases and other items more particularly listed in the attached Schedule "A" (which is made a part of this Assignment as fully as if it were set forth herein) (all of which are hereinafter collectively referred to as the "Assets").

The Assignor does hereby certify and guarantee that the Assignor has legal authority to make such transfer and that the Assets have been or shall be duly delivered to the Assignee.

The Assignor further certifies and guarantees that:

- (a) the balances due on any securities that form part of the Assets are correctly recorded, and that such balances are net and are not disputed by the debtors, and are not past due; and
- (b) there are no contra accounts, set-offs or counterclaims whatsoever against any of the Assets; and
- (c) the payment of the balances is not contingent on the fulfillment of any contract, past or future.

THIS IS A 3-PAGE FORM.