BILL OF SALE AND ASSIGNMENT

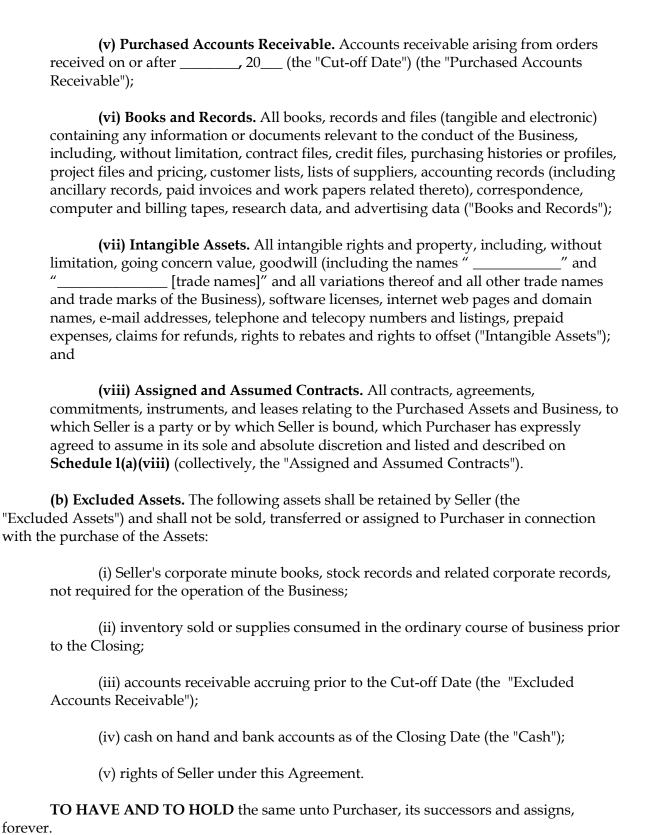
THIS	BILL OF SALE AND A	SSIGNME	NT, made this		, 20	_, by and
among[COMPANY NAME]_	a[S 7	<mark>ГАТЕ]</mark> corp	oration (t	he "Purchase	er"), and
	, a <mark>[STATE]</mark> _	corporation	n (the "Seller")	, and	[COMPAN	Y
NAME]	an individual resident	of the State	of[STATE]	(the "	'Shareholder'	"),
pursuant to the parties dated	ne Asset Purchase Agree	ement (the " 	Purchase Agre	eement") ł	by and betwe	en the
•						

WITNESSETH:

That Seller and Shareholder, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Seller by Purchaser, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and assign to Purchaser the following property and assets:

All of Seller's right, title and interest in and to the assets, properties and rights of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, relating to or used in conjunction with, the Business, directly or indirectly, in whole or in part, in existence on the date hereof and any additions thereto on or before the date hereof, whether or not carried on the books and records of Seller and wherever located, including, without limitation, the following assets, properties and rights (collectively, except for the Excluded Assets described below, the "Purchased Assets and Business"):

- (i) Inventory. All inventory of merchandise and materials held by Seller for sale, for rent, or which are "on loan" to customers, materials, supplies and spare parts in the ordinary course of business (the "Purchased Inventory");
- (ii) Furniture and Office Equipment. All office equipment, office furniture, and other assets listed and described on Schedule I(a)(ii), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto ("Furniture and Equipment);
- (iii) Machinery and Equipment. All equipment, machinery and other assets listed and described on Schedule I(a)(iii), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto ("Machinery and Equipment);
- (iv) Vehicles. All vehicles listed and described on Schedule I(a)(iv), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto (the "Vehicles");



AND, the Seller does, for itself, its successors and assigns, hereby covenant with the Purchaser that it is the lawful owner of the property and assets hereby transferred, conveyed

and assigned; that they are free from all claims, liens and encumbrances except as provided in **Schedule 7(a)(i)**; that they are free from material defect except for latent defects of which Seller and the Shareholders have no knowledge, that they have been maintained in accordance with normal industry practice, that they are in good operating condition and repair (subject to normal wear and tear), and are suitable for the purposes for which they are presently used; that it has good right to sell, transfer, convey and assign the same as herein provided; that there are no creditors against whom this Bill of Sale is ineffective pursuant to O.C.G.A. §1 1-6- 1 02, et. seq. (the __[STATE]_____Uniform Commercial Code covering Bulk Transfers); and that it will warrant and defend the same against all lawful claims and demands of all persons whatsoever.

All references to "Schedules" herein shall refer to the Schedules attached to the Purchase Agreement, which are incorporated into and made a part of this instrument by reference.

IN WITNESS WHEREOF, the parties have executed under seal, or caused to be executed by their duly authorized corporate officers and their corporate seals affixed, this Bill of Sale all as of the date first above written.

		Seller	
[CORPORATE SEAL]	Ву:	, President	
		Individually and as Shareholder	[L.S.]
		Purchaser	
[CORPORATE SEAL]	Ву:	, President	