

BILL OF SALE

For \$100,000.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sally Seller ("**SELLER**") hereby sells, transfers, and conveys to Beverly Buyer ("**BUYER**"), all of SELLER'S rights, title, and interest in and to the following personal property:

All of the assets described in the Asset Purchase Agreement dated January 1, 2011 entered into between BUYER and SELLER (hereinafter referred to as the "Assets"). This Bill of Sale is given pursuant to the terms of the Asset Purchase Agreement and is subject to the terms and conditions contained therein.

TO HAVE AND TO HOLD the same unto BUYER and BUYER'S successors and assigns forever.

SELLER warrants that SELLER is the sole owner of the Assets being conveyed and that SELLER has full rights and authority to sell the same.

SELLER warrants that the Assets are being conveyed free and clear of all liens and encumbrances, and further warrants that SELLER shall fully defend, protect, and indemnify BUYER from any claims against the Assets.

SELLER expressly disclaims any express or implied warranties including, without limitation, warranties of merchantability and fitness for an intended purpose; it being the intent of the parties that the Assets are being conveyed "as is."

IN WITNESS WHEREOF, this Bill of Sale is executed and delivered on July 1, 2011.

SELLER:

Sally Seller

SUBSCRIBED AND SWORN TO BEFORE ME on the ____ day of _____, 20____ to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

**If any SELLER is an entity, the person signing this Bill of Sale on behalf of such entity should state the capacity (i.e. President) that he/she is signing and print your name next to your signature.*

