PURCHASE OF BRAND NAME, LOGO AND OTHER ASSETS

****

The Purchase of Brand Name, Logo and Other Assets Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Vendor"), is a company organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[YOUR COMPANY ADDRESS]

**AND: [COMPANY NAME]** (the "Purchaser"), a company organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[PURCHASER ADDRESS]

**WHEREAS** the Vendor is the owner of the brand name, logo and other assets of [SPECIFY] (“the Assets”);

**WHEREAS** the Purchaser desires to purchase and the Vendor desires to sell said Assets;

**NOW THEREFORE**, IT IS AGREED AS FOLLOWS:

1. All rights to the Assets are owned by the Vendor and that no other person has any right to use the Assets or any variation of it. [COMPANY NAME] (“the Purchaser”) wishes to purchase all rights, title and interest of the Vendor in and to the Assets and its ongoing use for the Purchaser’s sole use, enjoyment and benefit. The Vendor shall concurrently amend its corporate documents and sign and file all pertinent documents which may be required to change its name and logo so that it no longer includes any component of the Name and to irrevocably assign all right, title and interest in and to the Assets and its use, benefit and enjoyment to the Purchaser.

2. The Vendor will also deliver to the Purchaser, without retaining any copies thereof, whether in written, electronic or other form, the customer list of the Vendor, which shall include, at a minimum, the name, address and credit rating of each of the current customers of the Vendor, as well as all former customers of the Vendor for the past [NUMBER] years.

3. All the [SPECIFY SUPPLIES, EQUIPMENT, OFFICE FURNITURE AND EQUIPMENT, COMPUTER HARDWARE, SOFTWARE, SIGNS, ETC] currently in the Vendor’s possession (collectively, the “Inventory”) are owned by the Vendor free and clear of all rights of third parties, including without limitation all hypothecs, mortgages, pledges, security interests, title retention agreements or other encumbrances (collectively, “Liens”), and that the Inventory is in good condition and working order, save and except for any normal wear and tear in light of its age. The Vendor shall sell, assign and transfer the Inventory to the Purchaser free and clear of any Liens and in such condition. The Vendor shall not sell or otherwise dispose of any Inventory to any person other than the Purchaser or its nominee(s) following the execution by the Vendor of this Letter of Intent.

4. The Vendor hereby grants to the Purchaser, for good and valuable consideration, whereof quit, the option to rent its property [FULL ADDRESS] and its branch location situated at [STATE/PROVINCE], each on a month-to-month basis, for rental rates to be negotiated between the Vendor and the Purchaser following the execution hereof but prior to the closing of this transaction. The Purchaser will also assume the Vendor’s [NUMBER] truck leases as well as the Vendor’s lease for the telephone system, and the Vendor will assign all its current telephone and fax numbers to [NUMBER] for its exclusive use.

5. The Vendor shall provide the Purchaser with a list of all current employees of the Vendor, including the name, address, position, years of service, current salary and benefits for each employee (the “Employees”). The Purchaser shall have the right but not the obligation to offer employment to each of the Employees on such terms and conditions as the Purchaser shall negotiate with them. The Vendor shall be solely responsible for any labour-related obligations or liabilities (including without limitation severance pay) to any of the Employees to whom the Purchaser does not choose to offer employment or who refuse such offer of employment.

6. The total consideration for the transaction shall be the amount of [AMOUNT], to be paid as to [AMOUNT] by the Purchaser to the Vendor at the closing of this transaction by cash or certified check and as to the balance of [AMOUNT] upon the expiry of a [NUMBER] period following the closing, which hold back may be applied by the Purchaser to any claim under the definitive asset purchase agreement for any breach by the Vendor including any breach of its representations and warranties.

7. Until the closing of the transaction contemplated herein, which shall not take prior to [DATE], or the earlier termination of this Letter of Intent, the Vendor hereby undertakes to provide to the Purchaser, its management and their respective representatives, access to the minute books of the Vendor, the audited financial statements of the Vendor for the [NUMBER] month period ended on [DATE], its unaudited financial statements for the [NUMBER] month period up to and including [DATE] and such corporate financial information and other information of any nature whatsoever relating to the Vendor, as the Purchaser may reasonably require so as to conduct its review of the business of the Vendor. The Purchaser and its management shall keep confidential any information obtained in connection with this transaction, unless such information has been obtained by the Purchaser or its management, as the case may be, from a third party or is otherwise generally available to the public. If the transaction contemplated herein is not completed, the Purchaser shall return to the Vendor any records or other documents or copies thereof which it may have obtained from the Vendor in connection with its review of the conditions and the business of the Vendor.

8. In the event that the Purchaser declares itself, in its sole and unfettered discretion, satisfied with the results of its due diligence enquiries, the Purchaser shall proceed in good faith to the negotiation of one or more definitive agreements giving effect to the transaction, which agreements shall contain the representations and warranties, covenants, undertakings and closing conditions usually found in asset purchase agreements.

9. For good and valuable consideration, whereof quit, the Vendor hereby undertakes that, from the date of its acceptance of this Letter of Intent until [DATE] inclusively, it shall not, and shall use its best efforts to ensure that none of the shareholders, officers, directors or employees of the Vendor, will, directly or indirectly, solicit, initiate or participate in discussions or negotiations with any person or company other than the Purchaser concerning the merger, consolidation, sale, liquidation or similar transaction involving the shares and/or the assets of the Vendor. During such exclusivity period, the Vendor shall conduct its business in the ordinary course without any material changes in its operations.

10. If the transaction contemplated herein has not taken place by or before [DATE], then this Letter of Intent shall be deemed null and void from the date of expiration of such period.

11. Prior to the parties entering into a definitive agreement to give effect to the transaction contemplated herein, all parties to this agreement shall use their best efforts to retain the confidentiality of these negotiations and the proposed transaction.

12. Each of the parties will bear its own costs and expenses in connection with the proposed transaction, including without limitation, fees for their respective legal counsel, brokers, accountants and other professional advisors.

13. This Letter of Intent shall be governed and interpreted in accordance with the laws of [STATE/PROVINCE], [COUNTRY] applicable therein.

14. No agreement in connection with the proposed transaction shall be binding upon the parties unless it has been formally approved by its Board of Directors.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# VENDOR PURCHASER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title