**Bill of Sale**

This Bill of Sale (the “Agreement”) is effective [DATE]

**BETWEEN: [YOUR COMPANY NAME]** (the "Seller"), a company operating under the laws of [STATE/PROVINCE]:

[YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Buyer"), an individual or a company operating under the laws of [STATE/PROVINCE]:

 [COMPLETE ADDRESS]

The parties agree as follows:

In return for the consideration of [AMOUNT], the Seller transfers and assigns to the Buyer all of the Seller’s outstanding shares of which [NUMBER] shares of common stock and [NUMBER] shares of preferred stock constitute all of the outstanding stock of Seller, all property and assets, real and personal, tangible and intangible, of every kind and description owned by Seller, which are listed in Schedule "A" annexed.

**TO HAVE AND TO HOLD** to Buyer, its successors and assigns, forever.

**AND** Buyer, in further consideration of the transfer and assignment, agrees to assume and pay the liabilities of Seller, if any.

**AND** the Seller for itself, its successors and assigns, covenants and agrees to warrants that said goods and chattels are free and clear of all encumbrances and that it will warrant and defend the same against the claims and demands of all persons.

The Seller hereby warrants and covenants that I shall not within [NUMBER] years of the date of this instrument engage in the business of [BUSINESS TYPE] within [TERRITORY].

The Seller has caused this bill of sale to be signed by its President, its corporate seal to be affixed to it and attested to by its Secretary on [DATE].

[YOUR COMPANY NAME] ATTEST

[PRESIDENT NAME] [SECRETARY NAME]

President Secretary

[COMPANY NAME]

[PRESIDENT NAME]

President [CORPORATE A SEAL]