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BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ an Illinois corporation (hereinafter referred to as "Seller"), for and in consideration of a valuable sum in Dollars, lawful money of the United States, to it paid by _____ INC., an Illinois corporation (hereinafter referred to as "Buyer"), the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and delivered and by these presents does grant, bargain, sell, assign, transfer and deliver unto the Buyer the following assets which are used in Seller's business of selling through its retail store and telephone and catalogue sales various merchandise for the use primarily by aircraft pilots and owners (hereinafter referred to as the "Business").

(a) All of Seller's inventory existing at _____ at 28 First Street, West Chicago, IL 60185 (the "Premises") on September 30, 201__, however specifically excluding the inventory items located at the Premises which are consigned property from Auto Center, Inc. ("Consigned Items")

(b) All of Seller's furniture, fixtures, equipment, signs, delivery equipment, supplies, computer hardware and software, including but not limited to all items set forth on Exhibit A hereto.

(c) All of Seller's leasehold improvements, including but not limited to all items set forth on Exhibit B hereto.

(d) All of Seller's advertising material and manuals.

(e) All of Seller's business permits, licenses, including but not limited to all items set forth on Exhibit C hereto.

(f) All of Seller's telephone numbers (including 800 and fax numbers), Internet sites, customer lists and sales agreements including but not limited to all items set forth on Exhibit D hereto.

(g) The exclusive right to use, in perpetuity all of Seller's trade names, assumed names, trademarks, and service marks, including all rights to the name "_____" and all derivatives thereof in any form or manner, and all of the goodwill of the Business, including but not limited to all items set forth on Exhibit E hereto.

(h) All of Seller's business records and information necessary to operate the Business, copies of which may be retained by Seller.

(i) All of Seller's deposits existing on the Closing Date, including but not limited to all items set forth on Exhibit F hereto.

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TO HAVE AND TO HOLD THE SAME UNTO THE BUYER FOREVER. The Seller does hereby covenant to and with the Buyer that the Seller is the lawful owner of the foregoing assets free from all encumbrances, liens, taxes and charges of any kind or nature whatsoever; that Seller has good right to sell the same as aforesaid; and that Seller will fully warrant and defend the sale of the said assets hereby made unto the Buyer against the lawful claims and demands of all persons whomsoever.

SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXCEPT AS SPECIFICALLY SET FORTH ABOVE. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

This Bill of Sale shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Seller has caused these presents to be signed in its name by its President as of the 30th day of September, 201__

_____, INC.

By:_____