**Exhibit C**

**Bill of Sale**

THIS BILL OF SALE is made, executed, and delivered this **{{ex. “third”}}** day of **{{MONTH}} {{YEAR}}**, by **{{SELLER OWNER NAME}}**, an individual doing business under the business name **{{SELLER ENTITY}}** (herein called “Seller”), and **{{BUYER ENTITY}}**, a **{{STATE OF FORMATION, ex. “Delaware”}}** corporation (herein called “Buyer”).

**BACKGROUND**

Seller and Buyer are parties to a certain Asset Purchase Agreement dated the date hereof (the “*Purchase Agreement*”). Seller delivers this Bill of Sale pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the receipt by Seller of valuable consideration paid by Buyer, at or before the execution and delivery hereof, the receipt and sufficiency of which consideration are hereby acknowledged.

Seller, by this instrument, does convey, grant, bargain, sell, transfer, set over, assign, deliver and confirm unto Buyer, its successors and assigns forever, the Assets as that term is defined in the Purchase Agreement.

TO HAVE AND TO HOLD all said rights, privileges, properties and assets hereby assigned, transferred and conveyed unto Buyer, its successors and assigns, to their behoof and use, forever.

AND, for the consideration aforesaid, Seller, for itself and its successors and assigns, has covenanted, and by this Bill of Sale does covenant, with Buyer, its successors and assigns, that Seller, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, limited powers of attorney, and assurances, for the better assuring, conveying and confirming unto Buyer, its successors and assigns, all and singular the properties hereby assigned, transferred and conveyed as Buyer, its successors or assigns, shall reasonably require.

This Bill of Sale and the covenants and agreements herein contained shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns. Neither the execution nor deliver of this Bill of Sale shall release, waiver or diminish or add to, increase, or supplement any representation, warranty or covenant made by Seller in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its corporate name as of the day, month and year first above written.

SELLER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**{{SELLER OWNER NAME}}**

**{{INDIVIDUAL TITLE}}**

**{{SELLER ENTITY NAME}}**

**ACCEPTED:**

BUYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**{{BUYER INDIVIDUAL NAME}}**

**{{INDIVIDUAL TITLE}}**

**{{BUYER ENTITY NAME}}**