

SALE OF ASSETS AGREEMENT
(Trustee)

BETWEEN

.....

.....

as the Trustee in the bankruptcy of

(hereinafter referred to as the "Seller ")

01

AND

.....

.....

(hereinafter referred to as the "Buyer")

(the Seller and the Buyer hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Seller has been appointed as the Trustee in the bankruptcy of.....
(hereinafter referred to as the "Debtor");

WHEREAS the Buyer wishes to buy from the Seller some of the Debtor's assets under the terms and conditions hereinafter mentioned;

WHEREAS the Seller accepts to sell the said assets to the Buyer;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are vested with the powers and duly qualified to enter into and perform this agreement;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

02 2.00 OBJECT

Subject to the price, terms and conditions stated hereinafter, the Seller agrees to sell to the Buyer, who agrees to buy, some of the Debtor's assets, namely:

- a) machinery, tools, materials and equipment used by the Debtor in the operation of his Business, as listed in Schedule "....." attached to this Agreement;
- b) all tools, accessories and spare parts connected with the operation of the Debtor's Business, as listed in Schedule "....." attached to this Agreement;

Seller	Buyer

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- c) all movables, including office furniture, fit-ups and signs, as listed in Schedule "....." attached to this Agreement;
 - d) all the rolling stock of the Debtor's Business, as listed in Schedule "....." attached to this Agreement;
 - e) the list of clients of the Debtor's Business, as shown in Schedule "....." attached to this Agreement, including credit reports on these clients and the goodwill related to the operations of the Business, as well as all rights, titles and interests of the Business in contracts and Agreements entered into with clients, the order books, the Agreements on franchises, royalties and technology, subsidy rights and generally all other assets that are recorded in the books of the Business and being utilized in its operation;
 - f) all rights, titles and interests of the Debtor in the stock, work in progress and accounts receivable of the Business, including all provincial and/or federal tax refunds, whether already claimed or not, and all accounts receivable considered as doubtful or as a bad debt in the books of the Business;
 - g) all rights, titles and interests of the Debtor in any agreement, insofar as the Buyer considers it beneficial and to his advantage;
 - h) all trade marks, corporate and commercial names, whether registered or not, used or having been used by the Debtor, and all rights resulting from their use with regards to the operation of the Business, as well as those intended in the said operation, as listed in Schedule "....." attached to this Agreement;
 - i) all rights, titles and interests of the Debtor in patents, industrial drawings, designs and royalties used or intended for use in the operation of the Business, as listed in Schedule "....." attached to this Agreement;
 - j) all permits and licenses related to the operation of the Debtor's Business, insofar as they are transferable;
 - k) all rights, titles and interests of the Debtor in the data processing equipment as well as in the computer programs used in the operation of the Business;
 - l) copies of reports, financial statements, accounting books, cardex, files, cost price calculation worksheets, studies, analyses, compilation systems used or intended for use in the operation of the Debtor's Business during the past (.....) years, at the expense of the Buyer, if he thus requires any copies thereof;
 - m) all stationery and office supplies used in the operation of the Debtor's Business, and especially all invoices, accounts, production tickets, envelopes, letterhead paper used for outside sales or internal control;
 - n) all catalogues, publications, advertising kiosks or other objects relating to the Debtor's Business;
all rights of the Debtor in the lease and improvements of the leased premises located at including all decorations, panels, woodworks, shelves, carpeting and any improvements in the leased premises, subject to the lessor's rights;
 - o) all rights, titles and interests of the Debtor in the following telephone number(s):
 - p) all rights, titles and interests of the Debtor in the following facsimile (fax) number(s):
- hereafter collectively referred to as the "Assets".

03 However, the following assets are excluded from this Agreement:
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