**ASSIGNMENT AND TRANSFER OF PURCHASE AND SALE AGREEMENT**

Dated: \_\_\_\_\_\_\_\_\_\_

Reference is made to the Private Label Affiliate Agreement dated as of \_\_\_\_\_\_\_\_\_\_ (as amended, modified, supplemented and in effect from time to time, (the “Agreement”), among \_\_\_\_\_\_, a \_\_\_\_\_\_ Corporation (the "Assignor”), and Transfac Capital, Inc., 257 East 200 South, Suite 350, Salt Lake City, Utah 84111 (“Assignee”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Agreement or Purchase and Sale Agreement, as applicable. This Assignment and Transfer of Purchase and Sale Agreement (“Assignment”), between Assignor (as defined and set forth in Schedule 1 hereto and made a part hereof) and Assignee (as defined and set forth in Schedule 1 hereto) is dated as of the Effective Date (as set forth in Schedule 1 hereto).

**1**. Assignor hereby irrevocably sells and assigns to Assignee without recourse to Assignor, and Assignee hereby irrevocably purchases and assumes from Assignor without recourse to Assignor, as of the Effective Date, pursuant to the Agreement, in and to all of Assignor's rights and obligations respecting those, and only those, financing facilities evidenced by the Purchase And Sale Agreement(s) as are set forth in Schedule 1 hereto (collectively, the "Assigned Facilities" and individually, an "Assigned Facility"), in a maximum amount for each Assigned Facility, and which identifies the third party obligor(s) under each Assigned Facility (each a “Company”) as set forth in Schedule 1 hereto. Included in the sale and assignment of each Assigned Facility are the Ancillary Documents related thereto and all collateral pledged as security therefore. Assignor authorizes Assignee to file and execute any and all documents necessary to perfect Assignee’s security interest in any collateral or protect any other rights in an Assigned Facility. Assignor shall cooperate with Assignee to effect the assignment of each Assigned Facility and collateral securing the same as reasonably requested by Assignee.

**2**. Assignor **(a)** represents, warrants that, to the best of its knowledge, any statements, warranties or representations made in or in connection with a PSA or any other instrument, document or agreement executed in conjunction therewith received from or executed with the Factoring Client (collectively the "Ancillary Documents") and the execution, legality, validity, enforceability, genuineness, sufficiency or value of the documents supporting each Assigned Facility, any Collateral thereunder or any of the Ancillary Documents furnished pursuant thereto, including, without limitation, that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim, and **(b)** has provided Assignee with copies of documents pertaining to each Assigned Facility, including, without limitation, the Ancillary Documents, together with the copies of the most recent financial statements of the Company and such other documents and information as it has deemed appropriate to make its own credit analysis.

**3**. Assignee **(a)** represents and warrants that it is legally authorized to enter into this Assignment; **(b)** confirms that it has received a copy of the documents supporting each of the Assigned Facilities, together with the copies of the most recent financial statements of the Company, and such other documents and information as it has deemed appropriate to make its own credit analysis; **(c)** agrees that it will, independently and without reliance upon the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Assigned Facilities; **(d)** will take such action as Assignee on its behalf and to exercise such powers under the Assigned Facilities as are delegated to Assignee by the terms thereof, together with such powers as are reasonably incidental thereto; and **(e)** agrees that it will be bound by the provisions of the Assigned Facilities and will perform in accordance with its terms all the obligations which by the terms of the Assigned Facilities are required to be performed by it as Purchaser.

**4**. Following the execution of this Assignment by Assignor, such Assignment will be delivered to the Assignee for acceptance by it and each Company, effective as of the Effective Date.

**5**. Upon such acceptance, from and after the Effective Date, each Company shall make all payments in respect to all obligations under the Assigned Facility to Assignee, whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date made by each Company or with respect to the making of this assignment directly between themselves.

**6**. From and after the Effective Date, **(a)** Assignee shall be a party to the Assigned Facilities and, to the extent provided in this Assignment, have the rights and obligations of the Purchaser thereunder, and **(b)** Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Assigned Facilities, except in the event that Assignor participates in the financing of the Assigned Facilities. If Assignor participates in the funding of the Assigned Facilities, it shall retain all rights as set for in the Participation Agreement between the Parties.

7. This Assignment and Transfer of Purchase and Sale Agreement is part of and shall be governed pursuant to all of the terms and conditions of the Agreement referenced above.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Transfer or Factoring Agreement to be executed by their duly authorized officers on Schedule 1 hereto.

**Transfac Capital, Inc., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,

**as Assignee** **as Assignor**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**as Company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule 1 to Assignment and Transfer of Purchase And Sale Agreement**

Name of Assignor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Assignee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective Date of Assignment: \_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| Name  Address | Date | Amount |
|  |  |  |