**Assignment and Assumption Agreement**

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**assignment and ASSUMPTION AGREEMENT**

This assignment and assumption agreement dated \_\_\_\_\_, is between This Asset Purchase Agreement (this “**Agreement**”) is entered into on [\_\_\_\_\_] (the “**Effective Date**”), between [\_\_\_\_\_], a [STATE] [corporation/limited liability company] (the “**Buyer**”), and [\_\_\_\_\_], a [STATE] [corporation/limited liability company] (the “**Seller**”). The assumption accomplished by this assumption agreement is in partial consideration of the purchase by the Buyer of certain assets of the Seller, under an asset purchase agreement, dated \_\_\_\_\_, between the Seller and the Buyer (the “**Purchase Agreement**”). Capitalized terms not otherwise defined in this assumption agreement have the meanings ascribed to them in the Purchase Agreement.

The Seller hereby sells, conveys, transfers, and assigns to the Buyer, and the Buyer’s successors and assigns, all the Seller’s rights, title, and interest in the Assumed Contracts identified in the Purchase Agreement, and subject to the terms of the Purchase Agreement as of the Effective Time.

The Buyer hereby assumes, accepts, and undertakes, and agrees to fully assume, pay, perform, and discharge when due, all the Seller’s obligations and duties under the Assumed Liabilities as defined in the Purchase Agreement to be paid, performed, and discharged by the Seller after the Effective Time.

The Buyer shall take all further actions, execute, and deliver all further documents, and do all other acts as the Seller may reasonably request for the purpose of carrying out the intent of this assignment and assumption agreement.

Nothing contained in this assignment and assumption agreement will in any way supersede, modify, replace, amend, change, rescind, waive, or otherwise affect any of the provisions, including the representations, warranties, and agreements of the Buyer and the Seller set forth in the Purchase Agreement, this assignment and assumption agreement being intended only to effect the assignment of the Assumed Contracts and the assumption of the Assumed Liabilities by the Buyer under the Purchase Agreement.

This assignment and assumption agreement will be governed by, and interpreted and enforced in accordance with, the laws of the State of [\_\_\_\_\_], without regard to conflicts of law principles. If any party, any of its affiliates, or any person claiming by, through or under a party, commences any legal proceeding against the other party, including the filing of suit, the state and federal courts of Missouri will have exclusive jurisdiction, and the parties agree that venue therein will be proper.

[Signature page follows.]

This assignment and assumption agreement is signed as of the date first written above.

[COMPANY]

By:

[NAME]

[TITLE]

[COMPANY]

By:

[NAME]

[TITLE]