

BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made to be effective as of 11:59 P.M. CST on December 31, 2021, (the "Effective Date"), by and between Technique Data Systems, Inc., a Texas corporation ("Seller"), and Data Business Equipment, Inc., an Iowa corporation ("Buyer"), and pursuant to that certain Asset Purchase Agreement, dated as of December 30, 2021, by and among Seller and Buyer (the "Purchase Agreement"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale.** Seller does hereby sell, transfer, convey, assign, set over and deliver to Buyer, and Buyer hereby acquires and accepts from Seller, all of Seller's right, title and interest in, to and under the Purchased Assets, as such term is defined in the Purchase Agreement. Except as set forth in the Purchase Agreement, the Purchased Assets are conveyed free and clear of any liens. For the avoidance of doubt, it is understood and acknowledged that Seller is not selling, transferring, conveying, assigning, or delivering the Excluded Assets.

2. **Further Assurances.** Seller hereby agrees that, upon the written request of Buyer, it will execute such additional documents and take such further actions, in each case, as may be reasonably required in order to confirm and further effectuate the sale and assignment of the Purchased Assets to Buyer in accordance with the terms of the Purchase Agreement.

3. **Conflict.** Nothing contained in this Bill of Sale shall be construed as a waiver, limitation upon or expansion of any of the rights or remedies of the parties hereto set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered pursuant to the Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.


4. **Miscellaneous.** This Bill of Sale may be executed by original signature or by facsimile, digital or other electronic signature and in one or more counterparts, each of which may be delivered electronically and each of which will be deemed an original and together will constitute one and the same instrument. All questions concerning the construction, validity, interpretation and enforceability of this Bill of Sale and the performance of the obligations imposed by this Bill of Sale shall be governed by the law of the State of Iowa without giving effect to any choice of law or conflict of law rules or provisions (of any jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Iowa, as applicable. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of the Effective Date.

SELLER:

TECHNIQUE DATA SYSTEMS, INC.

By:  _____


Print Name: Steve Baxter

Title: President

IN WITNESS WHEREOF, Buyer has caused this Bill of Sale to be executed and delivered as of the Effective Date.

BUYER:

DATA BUSINESS EQUIPMENT, INC.

DocuSigned by:
By: 
550E75EQAE64491
Print Name: Toby Geiger
Title: President

[Signature Page to Bill of Sale - Buyer]