

**QUIT-CLAIM BILL OF SALE
AND
TRANSFER STATEMENT**

SPIN 4, INC. (“**Spin 4**”) defaulted on an obligation to FIRST TENNESSEE BANK NATIONAL ASSOCIATION (“**Lender**”), secured by specified collateral owned by Spin 4. Lender, pursuant to Section 47-9-609 et seq., Tennessee Code Annotated, has exercised its post-default remedy of repossession with respect to the collateral described upon Schedule I attached hereto (the “**Property**”).

Pursuant Section 47-9-609 et seq., Tennessee Code Annotated, Lender has advertised the disposition of the Property to potential purchasers and conducted an auction on the premises of Spin 4 to dispose of the Property. Lender has also notified interested parties of its intent to dispose of the Property pursuant to Section 47-9-611, Tennessee Code Annotated.

As part of its exercise of its default remedies, Lender, for \$_____, does hereby quit-claim, sell, transfer and dispose to _____ (“**Purchaser**”), and to his successors and assigns forever, pursuant to Section 47-9-610, Tennessee Code Annotated, all of the right, title and interest of Lender, if any, in and to the Property. Lender’s disposition is limited to those items of the Property in which Lender had and has a valid security interest.

LENDER DOES NOT MAKE ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE “AS IS, WHERE IS” BASIS, AND BY ACCEPTANCE OF THIS BILL OF SALE PURCHASER RELEASES AND DISCHARGES LENDER FROM ANY AND ALL CLAIMS REGARDLESS OF THE NATURE OF ANY SUCH CLAIM. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.

Purchaser is not assuming and shall not be deemed to assume any debts, liabilities or obligations, contingent or otherwise, of the Lender or Spin 4 of any nature whatsoever by virtue of the conveyance, assignment and transfer to Purchaser hereunder, including, without limitation, any accounts payables, accrued expenses, tax liabilities, product warranty claims, product liability claims, employee liabilities or obligations, liabilities or obligations under any employee benefit plan, liabilities under any contract, environmental liabilities or other liabilities recorded on the books and records or balance sheet of Purchaser.

On or after the date hereof, Lender, from time to time at Purchaser’s reasonable request and at Purchaser’s sole expense, will execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of this Bill of Sale and Transfer Statement.

Dated this ____ day of May, 2010.

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

SCHEDULE I

PROPERTY

The Property, wherever located, consists of all of SPIN 4, INC.'s former equipment repossessed by FIRST TENNESSEE BANK NATIONAL ASSOCIATION pursuant to Section 47-9-609, Tennessee Code Annotated.