

[Law Firm Letterhead]

[Date]

[Buyer Name]

[Buyer Address]

[City, State, Zip Code]

Re: Asset Purchase Agreement by and among [Seller Name] and [Buyer Name]

Ladies and Gentlemen:

We have acted as special counsel to [Seller Name], a [State of Incorporation] corporation (the "Seller"), in connection with the Asset Purchase Agreement dated as of [Date] (the "Agreement"), by and between the Seller and [Buyer Name] (the "Buyer").

In connection with this opinion, we have examined the following:

- The Certificate of Incorporation and Bylaws of the Seller;
- Records of proceedings of the Board of Directors and Shareholders of the Seller;
- The Asset Purchase Agreement and all related schedules and exhibits;
- Such other documents and certificates as we have deemed necessary to render this opinion.

Based upon the foregoing, we are of the opinion that:

1. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of [State].
2. The Seller has all requisite corporate power and authority to execute, deliver, and perform its obligations under the Agreement and to consummate the transactions contemplated thereby.
3. The execution and delivery of the Agreement and the performance by the Seller of its obligations thereunder have been duly authorized by all necessary corporate action on the part of the Seller, including approval by its Board of Directors and, if required, its Shareholders.
4. The Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally.
5. The execution and delivery of the Agreement by the Seller does not violate any provision of the Seller's Certificate of Incorporation or Bylaws, or any law, rule, or regulation currently in effect in the State of [State].

This opinion is furnished to you solely for your benefit in connection with the transactions contemplated by the Agreement and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

[Law Firm Name]

By: _____
[Partner Name]