

[Law Firm Letterhead]

[Date]

[Buyer Name]

[Buyer Address]

[City, State, Zip Code]

Re: Enforceability Opinion - Asset Purchase Agreement between [Seller Name] and [Buyer Name]

Ladies and Gentlemen:

We have acted as 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], a [State of Incorporation] corporation (the "Buyer").

In connection with this opinion, we have examined originals or copies of the following documents:

- The Asset Purchase Agreement;
- The Articles of Incorporation and Bylaws of the Seller;
- Records of corporate proceedings of the Seller relating to the Agreement; and
- Such other documents and certificates as we have deemed necessary for the purposes of this opinion.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as copies.

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

1. The Seller is a corporation validly existing and in good standing under the laws of the State of [State].
2. The Seller has the corporate power and authority to execute, deliver, and perform its obligations under the Agreement.
3. The execution and delivery of the Agreement by the Seller and the consummation of the transactions contemplated therein have been duly authorized by all necessary corporate action on the part of the Seller.
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.

Our opinion is subject to the following qualifications:

- Enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally.
- Enforceability is subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

This opinion is rendered 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,

[Signature of Law Firm]

[Name of Law Firm]