

Asset Purchase Legal Opinion

[Date]

[Recipient Name]

[Recipient Title/Position]

[Company Name]

[Company Address]

Re: Asset Purchase Legal Opinion relating to [Buyer Name]'s acquisition of certain assets from [Seller Name]

Dear [Recipient Name],

We have acted as counsel to [Buyer Name], a [jurisdiction, e.g., Delaware] [type of entity, e.g., corporation] (the "Buyer"), in connection with the purchase of certain assets from [Seller Name], a [jurisdiction, e.g., Delaware] [type of entity, e.g., corporation] (the "Seller"), pursuant to the Asset Purchase Agreement dated as of [Date] (the "Agreement").

1. Documents Reviewed

- The Asset Purchase Agreement, dated [Date];
- Corporate organizational documents of Buyer and Seller;
- Resolutions of the board of directors (or equivalent) of Buyer and Seller approving the transaction;
- Certificates of Good Standing for Buyer and Seller;
- Such other documents, certificates, and information as we have deemed relevant and necessary.

2. Assumptions

- The signatures on all documents are genuine;
- All documents submitted to us as originals are authentic;
- All documents submitted to us as copies conform to the originals;
- Each party has the requisite power and authority to enter into and perform its obligations under the Agreement.

3. Opinions

1. **Organization and Good Standing:** Each of Buyer and Seller is a [type of entity] duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.
2. **Authority:** Each of Buyer and Seller has the requisite power and authority to enter into and perform its obligations under the Agreement.
3. **Due Authorization:** All necessary corporate action has been taken to authorize the execution and delivery of the Agreement.
4. **Enforceability:** The Agreement constitutes a valid and legally binding obligation of each party, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, and general principles of equity.
5. **No Conflict:** The execution, delivery, and performance of the Agreement do not violate organizational documents or applicable law to which either party is subject.

4. Qualifications and Limitations

This opinion is rendered solely for the benefit of [Recipient Name], and may not be relied upon by any other person or for any other purpose without our prior written consent. We express no opinion as to any matters other than as expressly set forth herein.

Very truly yours,

[Law Firm Name]

By: _____

[Attorney Name], [Title]