

**ASSIGNMENT OF DEBT**

THIS ASSIGNMENT OF DEBT dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by and among: \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the "Assignee"),  
\_\_\_\_\_ of \_\_\_\_\_  
(the "Assignor") and \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (the "Debtor")

The parties agree as follows:

**Debt**

The Debtor is indebted to the Assignor in the amount of \$ \_\_\_\_\_ (the "Debt") pursuant to the terms of \_\_\_\_\_ dated \_\_\_\_\_ made between the Debtor and Assignor.

**Assignment**

The Assignor grants, assigns, transfers and sets over unto the Assignee his entire right, title and interest in and to the Debt, including, without limitation, all rights, benefits and advantages of the Assignor to be derived therefrom and all burdens, obligations and liabilities to be derived thereunder.

**Consideration**

As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$ \_\_\_\_\_.

**CONSENT OF DEBTOR**

The Debtor agrees and consents to the assignment of the Assignor's interest in the Debt to the Assignee pursuant to the terms and conditions of this agreement.

IN WITNESS WHEREOF this agreement was signed by the parties hereto as of the day and year first above written.

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Assignor

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Assignee

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Debtor