

WHEN RECORDED, RETURN COPY TO:

Name of Purchaser
Address of Purchaser
City, State ZIP of Purchaser

ASSIGNMENT OF ASSETS

THIS ASSIGNMENT OF ASSETS (this “Assignment”) is entered into by and between Diane Thompson, as Court-appointed Receiver of American Pension Services, Inc. (“Assignor”), a Utah corporation, whose address is c/o Ballard Spahr LLP, 201 S. Main Street, Suite 800, Salt Lake City, Utah 84111, and [PURCHASER] (“Assignee”), an individual, whose address is [PURCHASER’S ADDRESS]. Collectively, the Assignor and Assignee may be referred to as “Parties.”

RECITALS

A. Assignor is an administrator of self-directed individual retirement accounts and other tax-deferred and trust accounts.

B. Assignor entered receivership (“Receivership”) on April 24, 2014 as a result of a complaint filed by the Securities and Exchange Commission.

C. Assignor has obtained court orders from the United States District Court for the District of Utah, in the matter of *SEC v. American Pension Services, Inc.*, No. 2:14-cv-00309-RJS-DBP (D. Utah Apr. 24, 2014), which allows Assignor to liquidate certain assets from self-directed retirement accounts and other tax-deferred and trust accounts for the payment of a loss allocation, as directed by Court order.

D. Assignor currently holds the Assets name of American Pension Services, Inc. or a derivative of that name for the benefit of the of self-directed individual retirement account or other tax-deferred or trust account.

E. Assignor has elected to sell [NAME OF ASSET] (“Asset”) at a public auction in order to recoup Court-ordered payments and associated approved attorneys’ fees and costs.

F. The Parties have entered into a purchase and sale agreement as a result of the Asset sale.

G. As a result of the public auction, [NAME OF PURCHASER] has purchased the Asset for [insert sum]. Therefore, Assignor hereby assigns all interest in the Asset to the Assignee, attached as Exhibit A.

NOW THEREFORE, in consideration of the above recitals which are incorporated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Signature _____ (Seal)