

(a) The Champion Companies own or have the right to use each material item of Intellectual Property used by them in the Business as presently conducted.

(b) Disclosure Schedule 3.15(b) lists all patents, copyrights, trademarks, service marks, and registrations and applications therefor, relating to the Business which are owned by the Champion Companies. No license, sublicense or permission to use any such item of Intellectual Property has been granted to any Person except as set forth in Disclosure Schedule 3.15(b) (in each such case identifying the item licensed, the licensee, and the date of the license agreement or other agreement which allows the Person to use such item).

(c) Disclosure Schedule 3 15(c) lists all patents, copyrights, trademarks, service marks, and registrations and applications therefor, which are not owned by the Champion Companies but are used or licensed for use by them in the Business as presently conducted. Disclosure Schedule 3 15(c) identifies the item licensed or used, the owner or licensor, and the date of the license agreement or other agreement which allows the Champion Company to use such item. There is no material default by a Champion Company or, to Seller's Knowledge, any other party under such licenses or other agreements and each such item of Intellectual Property will continue to be available for use on terms and conditions substantially identical to those existing prior to Closing without additional restrictions as to its use occurring because of Closing.

(d) Except as set forth in Disclosure Schedule 3.15(d), no proceedings have been instituted against the Champion Companies alleging that any material item of Intellectual Property used in the Business infringes upon or otherwise violates the rights of any Person. Except as set forth in Disclosure Schedule 3 15(d), to the Knowledge of Seller, within the past five years none of the Champion Companies has materially interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of third parties, and to the Knowledge of Seller, no third party has materially interfered with, infringed upon, misappropriated