

(b) Before or promptly after the Closing Date, Seller shall, at its expense, make all necessary filings to transfer the Purchased Intellectual Property that is recorded in the name of "Abex Corporation" to Seller (which is the successor in interest to Abex Corporation) and to provide Buyer with copies of documents evidencing such recordal in Seller's name. The parties hereto acknowledge that Seller may not be able to deliver at Closing the documents necessary to complete the sale and transfer of certain Purchased Intellectual Property to Buyer and, in such event, Seller agrees to execute and file after Closing such documents as shall be reasonably required to transfer such Purchased Intellectual Property to Buyer. On or prior to the Closing, Seller shall pay (and Buyer shall promptly reimburse Seller for) all patent annuities and fees to maintain all trademark registrations, required to be paid within three months after the Closing Date to maintain the patents, patent applications and trademark registrations listed in Schedule 3.8(c) in force.

(c) To the extent any patent, trademark or trade name registrations or applications therefor assigned to Buyer pursuant to this Agreement are applicable to products which are not included within the Business, Buyer will grant to Seller a fully paid-up, exclusive, worldwide, irrevocable license to use such patent, trade name or trademark (subject to meeting the required qualify standard) in connection with such products in a form reasonably acceptable to both parties.