Seller's obligation to transfer and assign the same to Buyer shall be subject only to the provisions of the Acquisition Agreement dated as of December 21, 1989 between Echlin Inc. and Abex Corporation.

(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.

Section 5.19 Consent Requirement for Voluntary Liquidation, etc. Seller agrees that, for a period of four years following the Closing Date, it will not voluntarily file for bankruptcy or bankruptcy reorganization, liquidate, dissolve or wind up its affairs unless Buyer shall have given its prior written consent thereto.

Section 5.20 Letter of Credit. (a) At the Closing, Seller shall deliver to Buyer the Letter of Credit dated as of the Closing Date in the aggregate amount of ten million dollars ($10,000,000), in substantially the form of Exhibit 5.20 to this Agreement (together with all renewals, supplements (other than the Supplemental Letter of Credit) and replacements thereof as provided by this Section 5.20, the "Letter of Credit"), duly executed by a financial institution which (or the parent of which) has a rating of higher than BBB or, if the rating of such entity has not been downgraded within the past three years, BBB, or the senior obligations of which (or the senior obligations of the parent of which) are rated higher