

another name and indicates clearly that the Division and the Business are affiliated with Buyer and not with Seller (for example, by reference in such trademark, trade name, name, phrase or logo to Buyer or an Affiliate of Buyer). Buyer shall be permitted to sell, use and distribute any existing stock of products and materials including all packages, sales aids, sales literature, signage and stationery which bear the "Abex" name without using such name in conjunction with another name for a period not to exceed six months from the Closing Date. Promptly, but in no event later than thirty (30) days after the Closing Date, Buyer shall, or shall cause its Affiliates to, take such actions as are necessary to change the name of the Canadian Subsidiary so that the name "Abex" does not appear in such name.

Section 5.12 Assignment of Contracts, Rights, Government Permits, etc. (a) Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Contract, Lease or Government Permit or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment thereof (directly or through the transfer of the Canadian Shares), without the consent of a third party thereto, would constitute a breach or other contravention thereof, be ineffective with respect to any party thereto or in any way adversely affect the rights of Buyer or Seller thereunder.

(b) With respect to any Contract, Lease or Government Permit and any claim, right or benefit arising thereunder or resulting therefrom, Seller and Buyer will use reasonable good faith efforts from and after the date hereof through and after the Closing to obtain as expeditiously as possible the written consent of the other parties to such Contract, Lease or Government Permit for the assignment or, if required, novation thereof to Buyer or, alternatively, written confirmation from such parties reasonably satisfactory in form and substance to Buyer and Seller that such consent is not required. In furtherance of the foregoing, as soon as practicable following the date hereof, Seller and Buyer shall submit to the other contracting party or parties thereto documentation seeking the written waiver or approval of such other party or parties thereto to the transfer and assignment of all of Seller's claims, rights, benefits and liabilities thereunder to Buyer. In no event, however, shall Seller or Buyer be obligated to pay any money to any Person or to offer or grant other financial or other accommodations to any Person in connection with obtaining any consent, waiver, confirmation, novation or approval with respect to any Contract, Lease or Government Permit except for guaranties, letters of credit, letters of comfort, performance bonds or other financial assurance required by law to be obtained.