Person to take the actions specified in the following proviso) for which the annual revenues derived from the business of such Person that competes with the Business are more than 10% but less than 33% of such Person's total annual revenues; provided, however, that Seller shall use all commercially reasonable efforts to divest that portion of such Person that competes with the Business on commercially reasonable terms as soon as practicable after acquisition of such ownership or interest.

Section 5.18 Patent and Trademark Matters. (a) Seller shall use reasonable efforts (including after the Closing Date) to transfer and assign to Buyer for no additional consideration, but at Buyer's sole cost and expense, the Licensed Intellectual Property set forth in category (iii) thereof (A) in such jurisdictions, with respect to tradenames or trademark registrations, where the tradename or trademark registration in question covers only products of the Business and, with respect to patents or patent applications, where the invention of the patent or patent application is used in the products of the Business and (B) in such other jurisdictions where such transfer and assignment is practicable and would not materially adversely affect Seller's remaining Intellectual Property interests; provided, however, that no such transfer or