

take, or cause to be taken, such other actions as are necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

5.4. Fees and Expenses. Whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

5.5. Public Announcements. Neither Buyer nor Seller (nor any of their respective Affiliates) will issue any press release or otherwise make any public statement with respect to the transactions contemplated hereby without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); *provided, however*, either party hereto may make any public disclosure it believes in good faith and upon advice of counsel is required by applicable law or stock exchange rules or regulations in which case the disclosing party will use its reasonable efforts to advise the other party prior to making the disclosure.

5.6. Use of the Cooper Name. No interest in or right to use the "Cooper" name is being conveyed pursuant to this Agreement, and following the Closing Date, Buyer and its Affiliates (including the Champion Companies) shall not use the "Cooper" name as part of any trade name, corporate name, assumed or fictitious name, trademark or service mark; *provided, however*, the Champion Companies may sell, use and distribute the existing supply of products and materials bearing the "Cooper" name including signage, packaging, sales aids, sales literature and stationery. Promptly, but in no event later than 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 any Champion Company which includes the name "Cooper" so that "Cooper" does not appear in the Champion Company's name.

5.7. Company Books and Records. After the Closing Date, Buyer shall, and shall cause its Affiliates to, (i) permit Seller and its employees or agents to inspect and copy all books, records and other documents of the Champion Companies which relate to the period prior to the Closing