If such Intellectual Property is registered in the United States, Seller shall complete and file the documents necessary to record the transfer of such registrations of title with the United States Patent and Trademark Office prior to Closing and Seller shall pay any government fees or professional fees relating thereto. If such Intellectual Property is registered outside the United States, Seller shall deliver the documents, duly executed by Seller, to foreign legal counsel prior to Closing with instructions and any authorizations necessary to record the transfer of such registrations with the appropriate Governmental Authorities and Seller shall pay any professional or recording fees relating thereto that are incurred before the Closing Date. After Closing, Seller shall complete the recordation of transfer of registrations outside the United States, and Buyer will reimburse Seller for one-half of any professional and recording fees incurred by Seller after Closing in connection therewith.

5.15. Performance Obligation Instruments. Buyer shall use commercially reasonable efforts, on or as soon as practicable after the Closing Date, to replace all "**Performance Obligation Instruments**" (as defined below) existing on the Closing Date, or to obtain the full release of Seller and its Affiliates from any liability related thereto. Without limiting Buyer's obligations under Section 5.12, Buyer shall reimburse Seller and its Affiliates for any liability that Seller or its Affiliates incur in connection with any Performance Obligation Instruments as a result of such Performance Obligation Instrument not being so replaced (or otherwise terminated) or as a result of the failure to obtain the full release of Seller and its Affiliates from any liability related thereto including the value of payments made under a claim or drawing together with associated costs and fees to maintain, renew or extend such instruments. "**Performance Obligation Instruments**" shall mean, collectively, each commercial letter of credit, standby letter of credit, bond, bank guarantee, guarantees of Industrial Development Revenue Bonds, guarantees of leases and other contracts, or other similar types of instrument and bid, payment, performance or other bond or surety, in each case that relates solely to the Business and including those specifically described on Disclosure Schedule 5 15 or that may be created after the date hereof in the ordinary course of conducting the Business consistent with past practices (and as to which Seller has notified Buyer in writing prior to the Closing Date.) If, by March 31, 1999, Buyer has not obtained releases or effected the complete replacement of any