

and loans that are due to Seller and its Affiliates from the Champion Companies and (ii) Seller shall be deemed to have acquired from the Champion Companies all inter- and intra-company payables and loans that are due to the Champion Companies from the Seller and its Affiliates. Seller and Buyer agree that the consideration payable under Section 2.2 hereof is net and inclusive of the amount of inter- and intra-company accounts deemed transferred pursuant to this Section 5.13. Notwithstanding the foregoing, any liabilities on the books of the Champion Companies that are paid by Seller or its Affiliates but not yet booked as inter- and intra-company payables or receivables (a) for items shown on Disclosure Schedule 2.3(h), or (b) for items not shown on Disclosure Schedule 2.3(h) but which provide a direct and measurable benefit to the Champion Company on whose behalf the liability was paid, shall be settled after Closing in cash within 45 days after the date of the invoice which Seller shall issue to Buyer for such amounts. If Buyer fails to pay such invoice in full within 30 days of the invoice date, then interest shall accrue on the amount due and payable at the rate of 9% per annum.

(b) Within five (5) business days following the date on which the Final Closing Statement of Net Assets is determined (i) if there is a receivable due to Champion Automotive S.p.A. under clause (i) of Section 2.3(i), Seller shall cause Cooper Italia S.p.A. to pay Champion Automotive S.p.A. the amount of the receivable, if any, due from Cooper Italia S.p.A. to Champion Automotive S.p.A. set forth in the Final Closing Statement of Net Assets, or (ii) if there is a receivable due to Cooper Italia S.p.A. under clause (ii) of Section 2.3(i), Buyer shall cause Champion Automotive S.p.A. to pay Cooper Italia S.p.A. the amount of the payable, if any, due from Champion Automotive S.p.A. to Cooper Italia S.p.A. set forth in the Final Closing Statement of Net Assets.

5.14. Patent and Trademark Matters. Seller agrees to cooperate with Buyer in transferring registrations to and perfecting the title of the Champion Companies in the Intellectual Property used in the Business. In respect of any Intellectual Property listed on Disclosure Schedule 3.15(b) which is registered in name of Seller or its Affiliates, Seller shall execute all documents necessary to perfect title to such Intellectual Property in the Champion Companies prior to Closing.