

written approval of the other party; *provided, however*, either party may assign any of its rights, interests and obligations hereunder to one or more of its Affiliates without the prior written approval of the other party in which case the assigning party shall continue to remain liable for the performance of all its obligations under this Agreement. Any assignment prohibited hereunder is void.

11.4. Counterparts This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which together constitute one and the same instrument.

11.5. Headings. The section headings contained in this Agreement are inserted for convenience only and do not affect in any way the meaning or interpretation of this Agreement.

11.6. Notices. All notices expressly required under this Agreement (other than notices provided under Section 2.8 hereof) shall be in writing and shall be deemed given if delivered personally (upon the recipient's actual receipt), if mailed by certified mail, return receipt requested (upon the date of delivery to recipient), if by a nationally recognized air courier which confirms delivery (upon date of delivery to the recipient), or if sent by facsimile (upon the sender's receipt of written confirmation showing receipt by the recipient), to the parties at the following addresses (or at such other address for a party as shall be specified by notice given pursuant hereto):

- (a) If to Seller, at:
Cooper Industries, Inc.
600 Travis, Suite 5800
Houston, Texas 77002
Attention: General Counsel
Fax to: (713) 209-8989
- (b) If to Buyer, at:
Federal-Mogul Corporation
26555 Northwestern Highway
Southfield, MI 48034
Attention: General Counsel