

assignment shall be a condition to Closing; and provided further that no such transfer or assignment shall be required to the extent (i) such Licensed Intellectual Property is exclusively licensed to a third party in such jurisdiction; (ii) in the case of trademarks, such Licensed Intellectual Property is, under trademark law, "associated" with other trademarks so as to render assignment impracticable; (iii) such assignment or transfer would entitle any third party (pursuant to an existing arrangement covering Seller or to which Seller is subject) to assert proprietary rights over any Intellectual Property of Seller or (iv) in the case of trademarks or trademark registrations, such trademark or trademark registration also covers products manufactured by Seller or a Continuing Affiliate and it is not reasonably practicable (x) to divide such registration into separate registrations for products of the Business and all other products, or (y) to amend such registration to permit the issuance of a registration to Buyer covering the products of the Business, or (z) to partially assign the registration to Buyer to the extent the registration covers products of the Business. Notwithstanding the foregoing, with respect to Seller's patents and patent applications in Mexico, Seller's obligation to transfer and assign the same to Buyer shall be subject only to the provisions of the Acquisition Agreement dated as of December 21, 1989 between Echlin Inc. and Abex Corporation.