

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF DELAWARE**

)	
In re:)	Chapter 11
)	
PGX HOLDINGS, INC, <i>et al.</i> , ¹)	Case No. 23-10718 (CTG)
)	
Debtors.)	(Jointly Administered)
)	
)	Response Deadline: May 14, 2024 at 4:00 p.m.

**PLAN ADMINISTRATORS FIRST
 AMENDED² NOTICE OF CLAIMS SATISFIED IN FULL**

The plan administrator (the “Plan Administrator”) of the above-captioned debtors (the “Debtors”), submits this notice (the “Notice”), identifying certain Claims (as defined below) filed in the above-captioned chapter 11 cases, which have been satisfied or released postpetition in full (the “Satisfied Claims”). Each of the Satisfied Claims is listed in **Exhibit A** attached hereto, which are incorporated herein by reference and are also accessible at the following website maintained by Kurtzman Carson Consultants LLC (“KCC”), the Debtors’ court-appointed claims agent: <https://www.kccllc.net/pgx>. In support of this Notice, the Plan Administrator respectfully states as follows.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

² On March 29, 2024, the Plan Administrator filed the Plan Administrator’s First Notice of Claims Satisfied in Full [Docket No. 807] (the “Initial Notice of Satisfaction”). The Initial Notice of Satisfaction was withdrawn on April 2, 204 [Docket No. 811] and is replaced and superseded in its entirety by this notice.



Background

1. On June 4, 2023 (the “Petition Date”), the Debtors filed with the Court voluntary petitions for relief under the Bankruptcy Code. During the pendency of their chapter 11 cases, the Debtors operated their business and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On July 19, 2023, the Court entered an *Order (A) Establishing Bar Dates for Filing Proofs of Claim, Including Claims Under 11 U.S.C. § 503(B)(9) and Administrative Expense Requests; (B) Approving the Form and Manner for Filing Proofs of Claim and Administrative Expense Requests; (C) Approving Notice Thereof; and (D) Granting Related Relief* [Docket No. 194] (the “Bar Date Order”), establishing, among other things, September 7, 2023 as the deadline for all non-governmental entities to file Proofs of Claim.

3. On December 26, 2023, the Court entered the *Findings of Fact, Conclusions of Law, and Order Approving the Debtors’ Disclosure Statement for, and Confirming the Second Amended Joint Chapter 11 Plan of PGX Holdings, Inc., and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 681] (the “Confirmation Order”) that confirmed the *Second Amended Joint Plan of PGX Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 570] (the “Plan”). On December 26, 2023, the Effective Date of the Plan occurred. The Plan designated Mark A. Roberts of Alvarez & Marsal North America, LLC as the Plan Administrator. Under the Plan, the Plan Administrator is authorized to administer claims on the Debtors’ behalf.

Claims Satisfied After the Petition Date

2. In connection with the review of their books and records, the Plan Administrator has identified certain Scheduled Claims or portions of Claims, as set forth in **Exhibit A** hereto, *i.e.* the Satisfied Claims, that either are prepetition liabilities, which were satisfied postpetition

pursuant to a court order, or have been satisfied by the Debtors or released after the Petition Date pursuant to agreements and/or other documents executed by the Claimants releasing the Satisfied Claims held against the Debtors.

3. Accordingly, the Debtors intend to designate on the Claims Register the Satisfied Claims listed on Exhibit A as having been previously satisfied in full. Out of an abundance of caution, the Debtors will serve this Notice on all holders of Satisfied Claims to provide them with an opportunity to interpose an objection, if any, to the Debtors' determination that such Claims have been fully satisfied.

Responses to the Notice

4. By this Notice, the Debtors request that any holder of a Satisfied Claim who disputes the Debtors' determination that its Claim has been satisfied or released file a written response (the "Response") with the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware (the "Clerk"), 824 North Market Street, Wilmington, Delaware 19801 and serve its Response upon the following entities, so that the Response is **received** no later than **May 14, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the "Response Deadline"): (a) counsel for the Plan Administrator, (i) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654 (Attn: Spencer Winters (spencer.winters@kirkland.com) and Alison J. Wirtz (alison.wirtz@kirkland.com)) and (ii) Klehr Harrison Harvey Branzburg LLP, 919 N. Market Street, Suite 1000, Wilmington, Delaware 19801 (Attn: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com)); (b) counsel for the Prepetition First Lien Lenders and DIP Lenders, (i) King & Spalding, 1185 Avenue of the Americas, New York, New York 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com); Geoffrey Michael King, Esq. (gking&kslaw.com) and Timothy Fesenmyer, Esq. (tfesenmyer@kslaw.com); and (ii) Morris,

Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, (Attn: Robert J. Dehney (rdehney@morrisnichols.com)).

5. Every Response must contain, at a minimum, the following information:
 - a. a caption setting forth the name of this Court, the name of the Debtors, the case number, and the title of this Notice;
 - b. the name of the Claimant, the number of his/her/its Satisfied Claim, and a description of the basis for the amount of the Satisfied Claim that the Claimant is contesting has not been satisfied;
 - c. the specific factual basis, supporting legal argument and any supporting documentation, to the extent such documentation was not included with the Satisfied Claim previously filed with the Clerk or KCC, upon which the Claimant will rely in opposing this Notice and the Debtors' determinations set forth therein; and
 - d. the name, address, telephone number, electronic mail address, and fax number of the person(s) (which may be the Claimant or its legal representative) with whom counsel for the Debtors should communicate with respect to the Satisfied Claim or the Notice and who possesses authority to reconcile, settle, or otherwise resolve any issues relating to the Satisfied Claim on behalf of the Claimant.

6. Upon the Plan Administrator's receipt of a Response, the Plan Administrator will then make a good faith effort to review the relevant Satisfied Claim in light of such Response, to determine whether there is a basis upon which to sustain the Claimant's assertion that its Claim in fact is not a Satisfied Claim. The Plan Administrator reserves the right to contest any new assertions of liability against the Debtors made by the holders of Satisfied Claims with respect to their Claims.

7. If a Claimant fails to file and serve a timely Response by the Response Deadline, the Plan Administrator will instruct KCC to, immediately, and without further notice to any party (including the Claimant), mark such Satisfied Claim as fully satisfied on the Claims Register.

Reservation of Rights

8. The Plan Administrator on behalf of the Debtors expressly reserves the right to (a) amend, modify or supplement this Notice, and (b) file additional objections to any Claims in these chapter 11 cases (filed or not) that have been or may be asserted against the Debtors.

9. Notwithstanding anything contained in this Notice or the attached exhibit, nothing herein shall be construed as a waiver of any rights that the Debtors may have: (a) to bring Avoidance Actions under the applicable provisions of the Bankruptcy Code against the holder of any Disputed Claim, or (b) to exercise their rights of setoff against the holders of such claims relating to such Avoidance Actions.

Dated: April 30, 2024
Wilmington, Delaware

/s/ Michael W. Yurkewicz

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- and -

-and-

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Co-Counsel to the Plan Administrator

Co-Counsel to the Plan Administrator

Exhibit A

Satisfied Claims

PGX Holdings, Inc. Case No. 23-10718
 First Amended Notice of Satisfaction
 Schedule 1 - Cured Contract Claims

	NAME	DATE FILED	CASE #	DEBTOR	CLAIM #	CLAIM AMOUNT
1	BISCOM, INC 10 TECHNOLOGY PARK DRIVE WESTFORD, MA 01886-3140 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3284981	\$292.92
	Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
2	CALCULATED RESEARCH & TECHNOLOGY 629 E QUALITY DR SUITE 201 AMERICAN FORK, UT 84003 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3284954	\$9,900.00
	Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$9,900 was paid on 7/20/2023.					
3	ELITE FULFILLMENT GROUP LLC 4350 W CYPRESS ST TAMPA, FL 33607 UNITED STATES	08/01/2023	23-10720	Credit.com, Inc.	3285750	\$115.50
	Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$115.50 was paid on 8/17/2023.					
4	EQUIFAX CONSUMER SERVICES PO BOX 934166 ATLANTA, GA 31193-4166 UNITED STATES	08/01/2023	23-10725	John C. Heath Attorney at Law PC	3285137	\$136,909.50
	Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. Prepetition amounts were paid on 9/16/2023.					

PGX Holdings, Inc. Case No. 23-10718
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5 EQUIFAX CONSUMER SERVICES PO BOX 934166 ATLANTA, GA 31193-4166 UNITED STATES	08/01/2023	23-10720	Credit.com, Inc.	3285761	\$17,196.00
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. Prepetition amounts were paid on 9/16/2023					
6 EVERFLOW TECHNOLOGIES, INC. 530 SHOWERS DRIVE SUITE 7-302 MOUNTAIN VIEW, CA 94040 UNITED STATES	08/01/2023	23-10729	Progrexion Marketing, Inc.	3284783	\$580.66
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
7 EXPERIAN P. O. BOX 881971 LOS ANGELES, CA 90088-1971 UNITED STATES	08/01/2023	23-10725	John C. Heath Attorney at Law PC	3285076	\$287,736.95
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was governed by the "Reseller Pricing Addendum" dated 9/25/2023 and was paid.					
8 EXPERIAN P. O. BOX 881971 LOS ANGELES, CA 90088-1971 UNITED STATES	08/01/2023	23-10722	Creditrepair.com, Inc.	3285469	\$119,732.30
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was governed by the "Reseller Pricing Addendum" dated 9/25/2023 and was paid.					

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NAME	DATE FILED	CASE #	DEBTOR	CLAIM #	CLAIM AMOUNT
9 EXPERIAN P. O. BOX 881971 LOS ANGELES, CA 90088-1971 UNITED STATES	08/01/2023	23-10720	Credit.com, Inc.	3285749	\$164,852.66
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was governed by the "Reseller Pricing Addendum" dated 9/25/2023 and was paid.					
10 GOOGLE INC. DEPT. 33654 PO BOX 39000 SAN FRANCISCO, CA 94139 UNITED STATES	08/01/2023	23-10729	Progrexion Marketing, Inc.	3284785	\$715,378.39
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$715,738.39 was paid on 7/27/2023.					
11 HEXAWARE TECHNOLOGIES LTD BLDG 152, MILLENNIUM BUSINESS PARK MAHAPE, NAVI MUMBAI MAHARASHTRA, 400 710 INDIA	08/01/2023	23-10726	Progrexion ASG, Inc.	3284994	\$121,734.50
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$121,734.50 was paid on 7/27/2023.					
12 INTELEPEER CLOUD COMMUNICATIONS, LLC PO BOX 7730 SAN FRANCISCO, CA 94120-7730 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3284997	\$26,916.93
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/22/2023.					

PGX Holdings, Inc. Case No. 23-10718
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NAME	DATE FILED	CASE #	DEBTOR	CLAIM #	CLAIM AMOUNT
13 MACH NETWORKS, INC 1930 PALOMAR POINT WAY SUITE 104 CARLSBAD, CA 92008 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3284969	\$10.20
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
14 SMS/800 SERVICES LOCKBOX 28287 28287 NETWORK PLACE CHICAGO, IL 60673-1282 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3285010	\$2,261.07
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
15 SYRINGA NETWORKS 12301 W EXPLORER DR BOISE, ID 83713 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3284935	\$96.75
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
16 TIKTOK INC. ATTN: FINANCE DEPT 5800 BRISTOL PKWY, SUITE 100 CULVER CITY, CA 90230 UNITED STATES	08/01/2023	23-10720	Credit.com, Inc.	3285769	\$1,276.40
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$1,276.40 was paid on 7/20/2023.					

PGX Holdings, Inc. Case No. 23-10718
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NAME	DATE FILED	CASE #	DEBTOR	CLAIM #	CLAIM AMOUNT
17 TRANSUNION INC PO BOX 99506 CHICAGO, IL 60693-9506 UNITED STATES	08/01/2023	23-10720	Credit.com, Inc.	3285752	\$109,552.10
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was governed by the "Third Amendment to the Strategic Services and Licensing Agreement" dated 8/25/2023 and was paid.					
18 TRANSUNION INTERACTIVE, INC. 555 WEST ADAMS ST CHICAGO, IL 60661 UNITED STATES	08/01/2023	23-10720	Credit.com, Inc.	3285770	\$13,017.24
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was governed by the "Third Amendment to the Strategic Services and Licensing Agreement" dated 8/25/2023 and was paid.					
19 TXTWIRE TECHNOLOGIES, INC. PO BOX 50980 IDAHO FALLS, ID 83402 UNITED STATES	08/01/2023	23-10729	Progexion Marketing, Inc.	3284731	\$53.10
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$53.10 was paid on 8/31/2023.					
20 TXTWIRE TECHNOLOGIES, INC. PO BOX 50980 IDAHO FALLS, ID 83402 UNITED STATES	08/01/2023	23-10725	John C. Heath Attorney at Law PC	3285071	\$72.60
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$72.60 was paid on 8/31/2023.					

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NAME	DATE FILED	CASE #	DEBTOR	CLAIM #	CLAIM AMOUNT
21 TXTWIRE TECHNOLOGIES, INC. PO BOX 50980 IDAHO FALLS, ID 83402 UNITED STATES	08/01/2023	23-10722	Creditrepair.com, Inc.	3285466	\$53.64
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$53.64 was paid on 8/31/2023.					
22 VERIFI, INC. 8391 BEVERLY BLVD. #310 LOS ANGELES, CA 90048 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3284928	\$2,249.01
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" with a \$0 cure. Subsequently, the contract was included on the Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The prepetition amount of \$2,249.01 was paid on 7/20/2023.					
23 VERIZON COMMUNICATIONS INC PO BOX 15043 ALBANY, NY 12212-5043 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3285014	\$153.05
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
24 XO COMMUNICATIONS ONE VERIZON WAY BASKING RIDGE, NJ 07920 UNITED STATES	08/01/2023	23-10726	Progrexion ASG, Inc.	3285018	\$186.20
Reason: The contract associated with this claim appeared on the Debtor's 'Notice of Designation of Certain Executory Contracts and /or Unexpired Leases as "Assumed Contracts" and Assumption and Assignment Thereof' filed on 9/24/2023 and was assumed and assigned pursuant to the Asset Purchase Agreement. The cure amount was paid on 9/27/2023.					
				TOTAL	\$1,730,327.67