

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

)	
In re:)	Chapter 11
)	
AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹)	Case No. 25-12105 (JKS)
)	
Debtors.)	(Jointly Administered)
)	

**DEBTORS' MOTION SEEKING
ENTRY OF AN ORDER (I) AUTHORIZING
AND APPROVING PROCEDURES TO REJECT EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

American Signature, Inc. and its affiliated debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned proposed counsel, submit this motion (this “Motion”) for entry of order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (i) authorizing and approving procedures for the rejection of executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”), including unexpired leases of nonresidential real property of the Debtors (each, a “Real Property Lease” and collectively, the “Real Property Leases”) and the abandonment of certain property in connection therewith, and (ii) granting related relief. In support of this Motion, the Debtors respectfully represent 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: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

Jurisdiction and Venue

1. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the “Court”) under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent, within the meaning of Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are sections 105(a), 363, 365, and 554 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 6007, and 9014, and Local Rules 2002-1 and 9013-1.

BACKGROUND

4. On November 22, 2025 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

5. Debtor American Signature, Inc., together with its subsidiaries (“ASI” or the “Company”) is a residential furniture company operating across its Value City Furniture (“VCF”) and American Signature Furniture (“ASF”) brands and serving as a furniture destination

consumers can rely on for style, quality, and value. Headquartered in Columbus, Ohio, the Company operates more than 120 stores across 17 states, with the largest concentrations in Ohio (20), Michigan (16), and Illinois (11). The Company employs approximately 3,000 team members.

6. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the *Declaration of Rudolph Morando in Support of the Debtors' Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”) [Docket No. 5] and incorporated herein by reference.

Relief Requested

7. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (i) authorizing and approving procedures for the rejection of executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”), including unexpired leases of nonresidential real property of the Debtors (each, a “Real Property Lease” and collectively, the “Real Property Leases”) and the abandonment of certain property in connection therewith, and (ii) granting related relief.

A. The Debtors' Executory Contracts and Unexpired Leases

8. The Debtors are parties to Contracts and Leases that include agreements with vendors for the supply of goods and services, equipment leases, real property leases, and other contracts related to the Debtors' business.

9. The Debtors, with the assistance of their advisors, have been reviewing, and will continue to review, their Contracts and Leases, and anticipate that they may reject Contracts or Leases not implicated in the Debtors' proposed sale transaction. In addition, the agency agreement attached to the Debtors' bid procedures motion seeks approval to allow the successful bidder to

act as the Debtors' agent and to consult, sell, and/or dispose of the Debtors' assets, including their remaining inventory, furniture, fixtures and equipment, including approval of certain designation rights with respect to the Debtors' corporate office and retail locations identified in the agency agreement. To the extent Contracts and Leases associated with the Debtors' business or corporate office and retail locations are included or excluded from any sale, the Debtors will need to quickly move to assume and assign or reject such Contracts and Leases. Thus, the Debtors seek approval of the Rejection Procedures outlined below in order to streamline the rejection process for Contracts and Leases, eliminate unnecessary administrative burdens, and conserve resources of their estates.

B. The Proposed Rejection Procedures

10. The Debtors seek entry of the Order authorizing and approving the following rejection procedures with respect to the Contracts and Leases (the "Rejection Procedures"):

- a. ***Rejection Notice.*** The Debtors will file a notice (the "Rejection Notice") setting forth the proposed rejection of one or more Contracts and/or Leases and will serve the Rejection Notice via electronic mail or overnight mail on: (i) the counterparty to the rejected Contract or Lease (the "Counterparty"), and its counsel, if known, at the last known address available to the Debtors; (ii) with respect to Real Property Leases, any known third party having an interest in personal property located in or on the leased premises (the "Leased Premises"); (iii) any party known to assert a lien in any property subject to the rejected Contract or Lease; (iv) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (malcolm.m.bates@usdoj.gov@usdoj.gov); (v) counsel to the Official Committee of Unsecured Creditors (the "Committee"), Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: Jason Adams (JAdams@kelleydrye.com), and Cole Schotz P.C., 500 Delaware Ave., Suite 200, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com); (vi) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett lbarrett@choate.com), and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn. Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight

(knight@RLF.com) and Matthew P. Milana (milana@RLF.com); and (vii) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, IL 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com) (collectively, the “Rejection Notice Parties”).

- b. ***Contents of Rejection Notice.*** The Rejection Notice shall be substantially in the form attached as **Exhibit 1** to the proposed Order. With respect to Real Property Leases, the Rejection Notice shall set forth the following information, to the best of the Debtors’ knowledge: (i) the street address of the related real property; (ii) the name and address of the landlord (each, a “Landlord”); (iii) the date on which the Debtors will vacate (or have vacated) the Leased Premises; (iv) whether or not the Debtors intend to abandon any property at the Leased Premises (as described further in item c, below) and a description of the same; and (v) the proposed effective date of rejection, which shall be the later of (x) the date of filing of the Rejection Notice, and (y) the date the Debtors vacate the Leased Premises and turn over any keys or key codes to the applicable Landlord, or such date as the Debtors provide notice that the Landlord may re-let the Leased Premises, or such other date as may be agreed between the affected Landlord and the Debtors. With respect to all other Contracts or Leases to be rejected, the Rejection Notice shall set forth the following information, to the best of the Debtors’ knowledge: (i) the Contract or Lease to be rejected, (ii) the name and address of the Counterparty, (iii) a brief description of the Contract or Lease to be rejected, and (iv) the proposed effective date for rejection of the Contract or Lease, which shall not be earlier than the date of filing of the Rejection Notice. All Rejection Notices will be accompanied by a copy of the proposed order approving the rejection of the Contracts and/or Leases set forth on the Rejection Notice (each such order, a “Rejection Order”).
- c. ***Abandonment.*** The Debtors will specify in the Rejection Notice whether they intend to abandon any personal property, including inventory, furniture, fixtures, equipment, and/or other material, including, but not limited to, external signage, at the Leased Premises as of the Rejection Date. Further, in the Rejection Notice, the Debtors will make reasonable efforts to identify any known third parties that have an interest in the abandoned property. Absent a timely objection, any such property of the Debtors remaining after the Rejection Date shall be deemed abandoned to the Landlord without further notice or order of the Court, provided that the Debtors shall remove any hazardous or toxic materials (as such terms are defined in any applicable federal, state, or local law, rule, regulation or ordinance) from the Leased Premises prior to the Rejection Date. Any Landlord shall be free to dispose of any abandoned property without notice or liability to any party, and the Landlord’s rights, if any, to file a claim for the costs of disposal of such property are fully reserved, as are the rights of any party in interest to object to such claims. With respect to any personal

property that is leased to the Debtors by a third party or owned by a third party, such third party shall contact the Debtors and remove or cause to be removed such personal property from the Leased Premises prior to the Rejection Date. For the avoidance of doubt, if any such personal property remains on the Leased Premises after the Rejection Date, the Landlord may dispose of any and all such property as set forth above.

- d. ***Objection Procedures.*** Parties objecting to a proposed rejection or abandonment must file and serve a written objection (an “Objection”) so that the Objection is filed with the Court and is actually received by (i) counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801), Attn: Laura Davis Jones (ljones@pszjlaw.com); and (ii) the Rejection Notice Parties, no later than 14 days after the date the Debtors file and serve the relevant Rejection Notice (the “Rejection Objection Deadline”). Each Objection must state with specificity the legal and factual grounds for objection to the proposed rejection or abandonment.
- e. ***Event of No Objection.*** If no Objection is filed and properly served by the Rejection Objection Deadline, the Debtors shall submit the proposed Rejection Order to the Court after the Rejection Objection Deadline and the Court may enter such order without a hearing. The Rejection Order shall set forth the applicable effective date of rejection for each Contract and Lease, which date shall be the date set forth in the Rejection Notice (the “Rejection Date”).
- f. ***Deadline for Filing Claims.*** Any Rejection Order entered by the Court will be served on the appropriate Counterparties no later than three (3) days after entry of such Rejection Order. The deadline to file a proof of claim to assert any damage claim arising from the rejection of a Contract or Lease shall be the later of (i) the deadline to file general unsecured proofs of claim (the “Bar Date”) fixed by the Court; and (ii) 30 days after the entry of the applicable Rejection Order. If no proof of claim is timely filed, such claimant shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these chapter 11 cases and shall be forever barred from asserting a claim for rejection damages and from participating in any distributions that may be made in connection with these chapter 11 cases.
- g. ***Unresolved Objections.*** If an Objection is timely filed and not withdrawn or resolved (an “Unresolved Objection”), the Debtors shall file a notice for a hearing for the Court to consider the Unresolved Objection at the next scheduled omnibus hearing after the Rejection Objection Deadline, unless the Debtors and objecting party agree to a different hearing date and subject to the Court’s schedule. If the Unresolved Objection is overruled or withdrawn, the effective date of rejection shall be (i) the Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Unresolved

Objection have agreed; or (iii) such other date as determined by the Court. If an Objection is filed for fewer than all of the Contracts and Leases included on the Rejection Notice, the Debtors may proceed with submitting a proposed Rejection Order in accordance with the above procedures for the remaining Contracts and Leases on the Rejection Notice.

- h. ***Treatment of Security Deposits.*** If the Debtors have deposited funds with a Counterparty as a security deposit or other similar arrangement, such Counterparty may not set off or otherwise use such deposit without the prior authorization of the Court or consent of the Debtors.

Basis for Relief

I. Rejection of the Contracts and Leases is an Exercise of the Debtors' Business Judgment

11. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any . . . executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The purpose behind section 365(a) is "to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property." *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); see *In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010), as amended (June 24, 2010) ("Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization"); see also *In re Bildisco*, 465 U.S. 513, 528 (1984) ("[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization.").

12. The standard to be applied by a court in determining whether the assumption or rejection of executory contracts and unexpired nonresidential real property leases pursuant to 365(a) of the Bankruptcy Code should be approved is the "business judgment" test, which requires that the debtor have determined that the requested assumption or rejection would be beneficial to

its estate. *See, e.g., Group of Inst. Investors, Inc. v. Chicago, Milwaukee, St. Paul & Pac. R.R. Co.*, 318 U.S. 523, 550 (1943) (noting “the question whether a lease should be rejected . . . is one of business judgment”); *In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test”), *aff’d* 465 U.S. 513 (1984); *see also L.R.S.C. Co. v. Rickel Home Centers, Inc. (In re Rickel Home Centers, Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000) (“Section 365 enables the trustee to maximize the value of the debtor’s estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not.”); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (“A debtor’s decision to reject an executory contract under section 365 is governed by the business judgment standard.”) (citations omitted).

13. In applying the business judgment standard, Bankruptcy Courts afford great deference to a debtor’s decision to assume or reject contracts or leases. *See e.g., Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming rejection of a service agreement as sound exercise of debtor’s business judgment when Bankruptcy Court found rejection would benefit estate); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”) (citations omitted); *Genco Shipping & Trading Ltd.*, 509 B.R. 455, 463 (Bankr. S.D.N.Y. 2014) (stating that a court generally will not second guess a debtor’s business judgment regarding assumption or rejection and such related benefits to the debtor’s estate).

14. The Debtors have determined, in their sound business judgment, that the rejection of Contracts and Leases in accordance with the Rejection Procedures proposed herein is and will be in the best interest of the Debtors’ estates. Further, the Rejection Procedures will avoid

substantial legal expense and the use of Court time that would result if a motion were filed and a hearing held for every motion seeking the rejection of Contracts and Leases. The Debtors submit that the information provided on the Rejection Notices will provide the Court and interested parties with sufficient information to establish that the Debtors are entitled to make such a rejection in their sound business judgment. Accordingly, the Debtors respectfully request that the Court approve the Rejection Procedures.

II. Retroactive Rejection of the Contracts and Leases is Appropriate Under the Circumstances

15. The Rejection Procedures contemplate that the Rejection Date may be before the date an order approving rejection is entered by the Court. An order approving rejection of the Contracts and Leases as of such date will expedite the Debtors' relief from onerous obligations. The proposed Rejection Date is fair and equitable to all parties because, upon service of the Rejection Notice, the relevant Counterparties will have adequate notice of the Debtors' intent to reject the Contracts and Leases or, in the case of a Real Property Lease, the Debtors will surrender the Leased Premises to the Landlord as of the Rejection Date. Permitting the rejection to occur as of the Rejection Date is consistent with prior rulings in this and other circuits. *See, e.g., In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a Bankruptcy Court may approve a rejection retroactive to the date the motion is filed after balancing the equities in the particular case); *In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (stating that rejection has been allowed *nunc pro tunc* to the date of the motion or the date the premises were surrendered); *see also Adelphia Bus. Solutions, Inc. v. Abnos*, 482 F.3d 602 (2d Cir. 2007) (upholding a bankruptcy court ruling that a rejection of an unexpired lease was retroactive to the date of the hearing on the motion to reject, even though the order to reject was not entered until nearly 33 months later); *Thinking Machines Corp. v. Mellon Financial Servs. Corp. (In re Thinking*

Machines Corp.), 67 F.3d 1021, 1028 (1st Cir. 1995) (“In the section 365 context, this means that bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation”).

III. The Rejection Procedures Satisfy Due Process

16. The Rejection Procedures comply with the procedural requirements of the Bankruptcy Rules. “A proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014.” Fed. R. Bankr. P. 6006(a). Bankruptcy Rule 9014 provides that: “In a contested matter . . . , not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought.” Fed. R. Bankr. P. 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given in light of the particular circumstances. *See* 11 U.S.C. § 102(1)(A) (defining “after notice and a hearing” or a similar phrase to mean such notice and an opportunity for hearing “as [are] appropriate in the particular circumstances”). The Rejection Procedures provide for notice to Counterparties and an opportunity to be heard at a hearing, and thus satisfy the requirements of Bankruptcy Rules 6006(a) and 9014.

17. Under Bankruptcy Rule 6006(e), a debtor may join requests for authority to assume and assign or reject multiple unexpired leases in one motion, subject to Bankruptcy Rule 6006(f). *See* Fed. R. Bankr. P. 6006(e). Bankruptcy Rule 6006(f) sets forth six requirements that motions to assume or reject multiple unexpired leases must satisfy, all of which are procedural in nature. A motion to assume or reject multiple unexpired leases that are not between the same parties shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;

- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- f. be limited to no more than 100 executory contracts or unexpired leases.

Bankruptcy Rule 6006(f).

18. The Rejection Procedures satisfy Bankruptcy Rule 6006(f). The clear purpose of Bankruptcy Rule 6006(f) is to protect the due process rights of counterparties to the Debtors' Contracts and Leases. Counterparties must be able to locate their Contract or Leases and readily determine whether their Contract or Lease is being rejected. The Debtors will comply with all applicable procedural requirements of Bankruptcy Rule 6006(f) when serving the Rejection Notices.

19. Given the number of Contracts and Leases to which the Debtors are party, obtaining separate Court approval of each rejection would impose unnecessary administrative burdens on the Debtors and the Court, and would result in costs to the Debtors' estates that would diminish the economic benefits of rejection. The Debtors, therefore, request approval of the Rejection Procedures as the most efficient and cost-effective way for the Debtors to eliminate the costs in connection with maintaining Contracts and Leases that no longer serve the Debtors' business needs.

20. In sum, the Rejection Procedures will minimize costs to the Debtors' estates and reduce the burden on this Court's docket while protecting parties in interest by providing notice and the opportunity to object and obtain a hearing. Moreover, the Debtors have determined that

the Rejection Procedures are an appropriate means to protect and maximize the value of the Debtors' estates.

IV. Abandonment of the Abandoned Assets Should Be Approved

21. In connection with the rejection of Real Property Leases, the Debtors also request authority to abandon any property remaining at the Leased Premises on the Rejection Date of any applicable Real Property Leases that the Debtors determine is too burdensome to remove or expensive to store, such that the economic benefits of removing or storing such remaining property would be outweighed by the attendant costs (such assets, the "Abandoned Assets").

22. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the trustee may abandon property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon property is, except for certain exceptions inapplicable in the present case, unfettered. *See Midlantic Nat'l Bank v. N.J. Dep't of Env'tl. Prot.*, 474 U.S. 494, 506–07 (1986) (noting one such exception and holding that section 554(a) does not preempt state laws aimed at protecting the public's health and safety).

23. Although the Debtors will, in their business judgment, remove personal property from any rejected Leased Premises if feasible, some amount of the Debtors' personal property may remain. The Debtors expect that any Abandoned Assets will primarily consist of miscellaneous furniture, fixtures or equipment that is of inconsequential value or benefit to the Debtors' estate or would be cost prohibitive to remove. Any Landlord or other designee will be free to dispose of the Abandoned Assets after the Rejection Date without notice or liability to any party. To the best of the Debtors' knowledge, the abandonment of the property would not be in violation of any state or local statutes or regulations reasonably designed to protect the public health or safety. Accordingly, abandonment of the Abandoned Assets as of the Rejection Date should be approved.

24. Courts in this district and elsewhere have previously approved similar relief in other chapter 11 cases involving retail debtors. *See, e.g., In re Yellow Corporation*, Case No. 23-11069 (Bankr. D. Del. Sept. 14, 2023) (authorizing the debtors to abandon personal property in rejected lease locations); *In re 24 Hour Fitness Worldwide, Inc.*, Case No. 20-11558 (Bankr. D. Del. July 2, 2020) [Docket No. 405] (authorizing the debtors to abandon personal property in closing club locations); *In re Central Grocers, Inc.*, Case No. 17-10993 (Bankr. D. Del. June 2, 2017) [Docket No. 336] (authorizing the debtors to sell or abandon de minimis assets left in stores after the completion of store closing sales); *In re Am. Apparel, Inc.*, Case No. 16-12551 (Bankr. D. Del. Dec. 19, 2016) [Docket No. 357] (authorizing the debtors to dispose of or abandon property of their estates left in stores after the completion of store closing sales); *In re Sports Auth. Holdings, Inc.*, Case No. 16-10527 (Bankr. D. Del. May 3, 2016) [Docket No. 1700] (authorizing the debtors to abandon any unremoved or unsold furniture, fixtures, and equipment at a closing store).

Reservation of Rights

25. Nothing contained in this Motion or any actions taken by the Debtors pursuant to relief granted in the Order is intended or shall be construed as: (a) an admission as to the validity, priority, or amount of any particular claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors or any other party in interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid and the Debtors and all other parties in

interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's right to subsequently dispute such claim.

Notice

26. The Debtors will provide notice of this Motion to: (a) the Office of the United States Trustee; (b) counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) counsel to the DIP Agent and the Prepetition ABL Agent; (h) counsel to the Prepetition Term Agent; (i) the Landlords to the Debtors' existing Real Property Leases; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the "Notice Parties"). In light of the nature of the relief requested, no other or further notice need be given.

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Conclusion

WHEREFORE, the Debtors respectfully request entry of the Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate.

Dated: December 8, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)

David M. Bertenthal (CA Bar No. 167624)

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dbertenthal@pszjlaw.com

Proposed Counsel to the Debtors and Debtors in Possession

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

In re:)	
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AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹)	Case No. 25-12105 (JKS)
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Debtors.)	(Jointly Administered)
)	

Objection Deadline: December 22, 2025 at 4:00 p.m. (ET)
Hearing Date: January 5, 2026 at 1:00 p.m. (ET)

**NOTICE OF DEBTORS' MOTION SEEKING ENTRY OF AN ORDER (I)
AUTHORIZING AND APPROVING PROCEDURES TO REJECT EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on December 8, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed the attached *Debtors’ Motion Seeking Entry of an Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that any response or objection with respect to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **December 22, 2025 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) proposed counsel to the Debtors: Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899-8705 (Courier 19801), Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and David M. Bertenthal, Esq.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

(dbertenthal@pszjlaw.com); (ii) proposed counsel to the Conflicts Committee: (a) Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Kizzy L. Jarashow, Esq. (kjarashow@goodwinlaw.com) and Stacy Dasaro, Esq. (sdasaro@goodwinlaw.com) and (b) Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, DE 19801, Attn: L. Katherine Good, Esq. (kgood@potteranderson.com); (iii) counsel to the DIP Agent and Prepetition ABL Agent: (a) Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. (jventola@choate.com), Jonathan D. Marshall, Esq. (jmarshall@choate.com), and Lucas B. Barrett, Esq. (lbarrett@choate.com) and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi, Esq. (defranceschi@rlf.com), John H. Knight, Esq. (knight@rlf.com), and Matthew P. Milana, Esq. (milana@rlf.com); (iv) counsel to the Prepetition Term Loan Agent: (a) Goldberg Kohn, 55 East Monroe Street, Chicago, IL 60603-5792, Attn: Randall L. Klein, Esq. (randall.klein@goldbergkohn.com) and Zachary J. Garrett, Esq. (zachary.garrett@goldbergkohn.com) and (b) Blank Rome LLP, 1201 North Market Street, Suite 800, Wilmington, DE 19801, Attn: Stanley B. Tarr, Esq. (stanley.tarr@blankrome.com); (v) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Malcolm M. Bates, Esq. (malcolm.m.bates@usdoj.gov); and (vi) counsel to the Official Committee of Unsecured Creditors: (a) Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: Jason Adams (jadams@kelleydrye.com) (b) and Cole Schotz P.C., 500 Delaware Avenue, Suite 200, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON JANUARY 5, 2026 AT 1:00 P.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE J. KATE STICKLES, UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.

Dated: December 8, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
David M. Bertenthal (CA Bar No. 167624)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
dbertenthal@pszjlaw.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

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

)	
In re:	)	Chapter 11
)	
AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹	)	Case No. 25-12105 (JKS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. _____

**ORDER AUTHORIZING AND APPROVING
PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) (i) authorizing and approving the Rejection Procedures for rejecting executory contracts and unexpired leases, and (ii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided, except as set forth herein; and this Court having reviewed the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not defined herein have the meanings given to such terms in the Motion.

Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The following Rejection Procedures are approved in connection with rejecting Contracts and Leases:

- a. ***Rejection Notice.*** The Debtors will file a notice (the “Rejection Notice”) setting forth the proposed rejection of one or more Contracts and/or Leases and will serve the Rejection Notice via electronic mail or overnight mail on: (i) the counterparty to the rejected Contract or Lease (the “Counterparty”), and its counsel, if known, at the last known address available to the Debtors; (ii) with respect to Real Property Leases, any known third party having an interest in personal property located in or on the leased premises (the “Leased Premises”); (iii) any party known to assert a lien in any property subject to the rejected Contract or Lease; (iv) the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (malcolm.m.bates@usdoj.gov@usdoj.gov); (v) counsel to the Official Committee of Unsecured Creditors (the “Committee”), Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: Jason Adams (JAdams@kelleydrye.com), and Cole Schotz P.C., 500 Delaware Ave., Suite 200, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com); (vi) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett lbarrett@choate.com), and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (knight@RLF.com) and Matthew P. Milana (milana@RLF.com); and (vii) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, IL 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com) (collectively, the “Rejection Notice Parties”).

- b. ***Contents of Rejection Notice.*** The Rejection Notice shall be substantially in the form attached as **Exhibit 1** to the proposed Order. With respect to Real Property Leases, the Rejection Notice shall set forth the following information, to the best of the Debtors' knowledge: (i) the street address of the related real property; (ii) the name and address of the landlord (each, a "Landlord"); (iii) the date on which the Debtors will vacate (or have vacated) the Leased Premises; (iv) whether or not the Debtors intend to abandon any property at the Leased Premises (as described further in item c, below) and a description of the same; and (v) the proposed effective date of rejection, which shall be the later of (x) the date of filing of the Rejection Notice, and (y) the date the Debtors vacate the Leased Premises and turn over any keys or key codes to the applicable Landlord, or such date as the Debtors provide notice that the Landlord may re-let the Leased Premises, or such other date as may be agreed between the affected Landlord and the Debtors. With respect to all other Contracts or Leases to be rejected, the Rejection Notice shall set forth the following information, to the best of the Debtors' knowledge: (i) the Contract or Lease to be rejected, (ii) the name and address of the Counterparty, (iii) a brief description of the Contract or Lease to be rejected, and (iv) the proposed effective date for rejection of the Contract or Lease, which shall not be earlier than the date of filing of the Rejection Notice. All Rejection Notices will be accompanied by a copy of the proposed order approving the rejection of the Contracts and/or Leases set forth on the Rejection Notice (each such order, a "Rejection Order").
- c. ***Abandonment.*** The Debtors will specify in the Rejection Notice whether they intend to abandon any personal property, including inventory, furniture, fixtures, equipment, and/or other material, including, but not limited to, external signage, at the Leased Premises as of the Rejection Date. Further, in the Rejection Notice, the Debtors will make reasonable efforts to identify any known third parties that have an interest in the abandoned property. Absent a timely objection, any such property of the Debtors remaining after the Rejection Date shall be deemed abandoned to the Landlord without further notice or order of the Court, provided that the Debtors shall remove any hazardous or toxic materials (as such terms are defined in any applicable federal, state, or local law, rule, regulation or ordinance) from the Leased Premises prior to the Rejection Date. Any Landlord shall be free to dispose of any abandoned property without notice or liability to any party, and the Landlord's rights, if any, to file a claim for the costs of disposal of such property are fully reserved, as are the rights of any party in interest to object to such claims. With respect to any personal property that is leased to the Debtors by a third party or owned by a third party, such third party shall contact the Debtors and remove or cause to be removed such personal property from the Leased Premises prior to the Rejection Date. For the avoidance of doubt, if any such personal property remains on the Leased Premises after the Rejection Date, the Landlord may dispose of any and all such property as set forth above.

- d. ***Objection Procedures.*** Parties objecting to a proposed rejection or abandonment must file and serve a written objection (an “Objection”) so that the Objection is filed with the Court and is actually received by (i) counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801), Attn: Laura Davis Jones (ljones@pszjlaw.com); and (ii) the Rejection Notice Parties, no later than 14 days after the date the Debtors file and serve the relevant Rejection Notice (the “Rejection Objection Deadline”). Each Objection must state with specificity the legal and factual grounds for objection to the proposed rejection or abandonment.

- e. ***Event of No Objection.*** If no Objection is filed and properly served by the Rejection Objection Deadline, the Debtors shall submit the proposed Rejection Order to the Court after the Rejection Objection Deadline and the Court may enter such order without a hearing. The Rejection Order shall set forth the applicable effective date of rejection for each Contract and Lease, which date shall be the date set forth in the Rejection Notice (the “Rejection Date”).

- f. ***Deadline for Filing Claims.*** Any Rejection Order entered by the Court will be served on the appropriate Counterparties no later than three (3) days after entry of such Rejection Order. The deadline to file a proof of claim to assert any damage claim arising from the rejection of a Contract or Lease shall be the later of (i) the deadline to file general unsecured proofs of claim (the “Bar Date”) fixed by the Court; and (ii) 30 days after the entry of the applicable Rejection Order. If no proof of claim is timely filed, such claimant shall not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these chapter 11 cases and shall be forever barred from asserting a claim for rejection damages and from participating in any distributions that may be made in connection with these chapter 11 cases.

- g. ***Unresolved Objections.*** If an Objection is timely filed and not withdrawn or resolved (an “Unresolved Objection”), the Debtors shall file a notice for a hearing for the Court to consider the Unresolved Objection at the next scheduled omnibus hearing after the Rejection Objection Deadline, unless the Debtors and objecting party agree to a different hearing date and subject to the Court’s schedule. If the Unresolved Objection is overruled or withdrawn, the effective date of rejection shall be (i) the Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Unresolved Objection have agreed; or (iii) such other date as determined by the Court. If an Objection is filed for fewer than all of the Contracts and Leases included on the Rejection Notice, the Debtors may proceed with submitting a proposed Rejection Order in accordance with the above procedures for the remaining Contracts and Leases on the Rejection Notice.

- h. ***Treatment of Security Deposits.*** If the Debtors have deposited funds with a Counterparty as a security deposit or other similar arrangement, such Counterparty may not set off or otherwise use such deposit without the prior authorization of the Court or consent of the Debtors.

3. The form of Rejection Notice attached hereto as **Exhibit 1** is hereby APPROVED.

4. The Debtors are authorized to send the Rejection Notices to the Counterparties to the Contracts and Leases.

5. Nothing in the Motion or this Order shall prohibit the Debtors from filing one or more motions to reject executory contracts and unexpired leases.

6. Nothing herein shall be construed as a concession or evidence that a Contract or Lease has expired, been terminated, or is otherwise not currently in full force and effect. The Debtors' rights with respect thereto are reserved, including the Debtors' rights to seek a later determination of such matters and to dispute the validity, status, characterization, or enforceability of such Contract or Lease and any claims related thereto. The Debtors do not waive any claims they may have against any Landlords or Counterparties, regardless of whether such claims relate to the Contract(s) or Lease(s) between the Debtors and such Landlord or Counterparty.

7. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a waiver of the Debtors' rights to contest any rejection claims and/or the characterization of any lease as an unexpired lease, or (e) an approval, assumption, or adoption of any agreement,

contract, lease, program, or policy between the Debtors and any third party pursuant to section 365 of the Bankruptcy Code.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or that enhance the status of, any claim held by any person or entity.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Proposed Rejection Notice

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

)	
In re:	)	Chapter 11
)	
AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹	)	Case No. 25-12105 (JKS)
)	
Debtors.	)	(Jointly Administered)
)	

**NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND
THEIR CONTRACTS BELOW AND READ THE CONTENTS OF THIS NOTICE
CAREFULLY.**

PLEASE TAKE NOTICE that on [_____], 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order on the motion (the “Motion”)² of debtors and debtors in possession (the “Debtors”) approving procedures for the rejection of executory contracts and unexpired leases and granting related relief [Docket No. ____] (the “Rejection Procedures Order”) attached hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Rejection Procedures Order, the Debtors hereby provide notice (this “Notice”) of their intent to reject the below-referenced contracts and leases. Pursuant to the terms of the Rejection Procedures Order, unless a written objection is filed and served in accordance with the terms of the Rejection Procedures Order, the following contracts and leases will be rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of the date set forth below in this Notice (the “Rejection Date”):

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES OTHER THAN
NONRESIDENTIAL REAL PROPERTY LEASES**

Title/Description of Contract Counterparty	Name and Address	Effective Date of Rejection

UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES

Address of Subject Property	Landlord Name and Address	Rejection Date	Description of Abandoned Property	Effective Date of Rejection

PLEASE TAKE FURTHER NOTICE that any personal property including inventory, furniture, fixtures, equipment or other materials, including, but not limited to, external signage, remaining at the premises subject to the unexpired nonresidential real property leases as of the Rejection Date shall be deemed abandoned by the Debtors to the applicable Landlord.

PLEASE TAKE FURTHER NOTICE that, with respect to any personal property that is leased to the Debtors by a third party or owned by a third party, such third party shall contact the Debtors and remove or cause to be removed such personal property from the Leased Premises prior to the Rejection Date. If any such personal property remains on the Leased Premises after the Rejection Date, the Landlord may dispose of any and all such property as set forth in the Procedures Order.

PLEASE TAKE FURTHER NOTICE that objections, if any, to this Notice must be filed and served so that such objection is filed with the Court and actually received by the following parties no later than 14 days after the date of service of this Notice (the “Rejection Objection Deadline”): (i) counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801), Attn: Laura Davis Jones (ljones@pszjlaw.com); (ii) the Counterparties affected by the Rejection Notice, and their counsel, if known; (iii) with respect to Real Property Leases, any known third party

having an interest in personal property located in or on the Leased Premises; (iv) United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Malcolm M. Bates (malcolm.m.bates@usdoj.gov@usdoj.gov); (v) counsel to the Official Committee of Unsecured Creditors (the “Committee”), Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: Jason Adams (JAdams@kelleydrye.com), and Cole Schotz P.C., 500 Delaware Ave., Suite 200, Wilmington, DE 19801, Attn: Justin Alberto (jalberto@coleschotz.com); (vi) counsel to the DIP Agent and Prepetition ABL Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola (jventola@choate.com), Jonathan D. Marshall (jmarshall@choate.com), and Lucas B. Barrett (lbarrett@choate.com), and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801, Attn. Daniel J. DeFranceschi (defranceschi@RLF.com), John H. Knight (knight@RLF.com) and Matthew P. Milana (milana@RLF.com); and (vii) counsel to the Prepetition Term Agent, Goldberg Kohn, 55 East Monroe Street, Chicago, IL 60603-5792, Attn: Randall L. Klein (randall.klein@goldbergkohn.com) and Zachary J. Garrett (zachary.garrett@goldbergkohn.com) (collectively, the “Objection Notice Parties”). Each Objection must state, with specificity, the grounds for objection to the proposed Contract or Lease rejection or abandonment of personal property remaining on the Leased Premises.

PLEASE TAKE FURTHER NOTICE that if no Objection is filed and served in compliance with the foregoing, the Debtors may submit to the Bankruptcy Court after the Rejection Objection Deadline a proposed order approving the rejection of the Contracts and Leases set forth in the Notice (the “Rejection Order”), substantially in the form attached hereto as **Exhibit A**, and the Bankruptcy Court may enter such order without a hearing.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Rejection Procedures Order, if no Objection is properly filed and served in compliance with the foregoing, the rejection of each Contract and/or Lease shall become effective as of the Rejection Date.³

PLEASE TAKE FURTHER NOTICE that, if an Objection to this Notice is properly filed and served in compliance with the foregoing, a hearing will be scheduled to consider the Objection. If the Objection is overruled or withdrawn, the effective date of rejection shall be the (i) Rejection Date; (ii) such other date to which the Debtors and the counterparty to the Objection have agreed; or (iii) such other date as determined by the Court. If an Objection is filed for fewer than all of the Contracts and/or Leases included on this Notice, the Debtors may proceed with submitting a proposed Rejection Order in accordance with the above procedures for the remaining Contracts and/or Leases on this Rejection Notice

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Rejection Procedures Order, if the Debtors have deposited funds with a Counterparty as a security deposit or pursuant to some other arrangement, such Counterparty may not setoff or otherwise use such deposit without the prior authority of this Court or agreement of the Debtors.

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Rejection Procedures Order, any Rejection Order shall be served on the appropriate Counterparties no later than three (3) days after entry of such order.

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Rejection Procedures Order, the deadline to file a proof of claim to assert any damage arising from the

³ An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection Notice must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

rejection of a Contract or Lease shall be the later of (i) the deadline to file general unsecured proofs of claim fixed by the Court; and (ii) 30 days after the entry of the Rejection Order. If you do not timely file such proof of claim, you will not be treated as a creditor with respect to such claims for voting on any chapter 11 plan in these chapter 11 cases and shall be forever barred from asserting a claim for rejection damages arising from the rejection of the above-referenced Contracts and Leases and from participating in any distributions that may be made in connection with these chapter 11 cases unless otherwise ordered by the Court.

Dated: _____, 2025

PACHULSKI STANG ZIEHL & JONES LLP

/s/ [DRAFT]

Laura Davis Jones (DE Bar No. 2436)
David M. Bertenthal (CA Bar No. 167624)
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19899 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
dbertenthal@pszjlaw.com

Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed Rejection Order

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

In re:	)	Chapter 11
AMERICAN SIGNATURE, INC., <i>et al.</i> , ¹	)	Case No. 25-12105 (JKS)
Debtors.	)	(Jointly Administered)
	)	Re: Docket No. ____

**ORDER (I) AUTHORIZING DEBTORS TO (A)
REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY AND (B) ABANDON
PROPERTY IN CONNECTION THEREWITH AND (II) GRANTING RELATED RELIEF**

Pursuant to and in accordance with the *Order Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases* [Docket No. ____] (the “Rejection Procedures Order”)² entered in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”); and the Debtors having properly filed with this Court and served on the Rejection Notice Parties a notice (the “Rejection Notice”) of their intent to reject certain executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”), including unexpired leases of nonresidential real property of the Debtors (each a “Real Property Lease” and collectively, the “Real Property Leases”) identified on **Annex A** hereto; in accordance with the terms of the Rejection Procedures Order, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and no timely objections having been filed to the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors’ business address is 4300 E. 5th Avenue, Columbus, OH 43235.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order.

Rejection Notice; and the Court having found and determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest, and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. The Contracts and Leases are hereby rejected as set forth herein, effective as of the date set forth for such Contract or Lease on Annex A, which shall not be prior to the date of the Debtors' unequivocal surrender of the leased premises via the delivery of the keys, key codes, and alarm codes to the premises, as applicable, to the applicable lease counterparty, or, if not delivering such keys and codes, providing notice that the landlord may re-let the premises, except as otherwise agreed by the Debtors and the applicable lease counterparty (the "Rejection Date").

2. Any and all personal property remaining at the leased premises as of the applicable Rejection Date shall be deemed abandoned upon the Rejection Date without further notice or order of the Court. Any landlord or other designee shall be free to dispose of any such items as of the Rejection Date without notice or liability to any Debtor or non-Debtor third party and without further notice or order of the Court and, to the extent applicable, the automatic stay is modified to allow such disposition; provided that notwithstanding anything to the contrary in this Order, the Debtors are not authorized hereunder to abandon, and are directed to remove, any (i) hazardous (as such term is defined in federal, state, or local law, rule, regulation, or ordinance) materials, (ii) "personally identifiable information" (as such term is defined in section 101(41A) of the Bankruptcy Code), or (iii) business records that are necessary to conduct these chapter 11 proceedings and are not available elsewhere, at any premises subject to a nonresidential real property lease or sublease. The rights, if any, of any landlord to file claims for the costs of disposal of property or other damages in connection with the Debtors' rejection of leases are fully reserved, as are the rights of any party in interest to object to such claims.

3. Nothing contained in this Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's right to dispute the amount of, basis for, or validity of any claim against the Debtors; or (iii) a waiver of any claims or causes of action that might exist against any creditor or interest holder.

4. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

5. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, counterparties to the Contracts or Leases are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the counterparties to the Contracts or Leases as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the counterparties under the Contracts or Leases or other agreements between the same parties, without further order of this Court.

6. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

7. Any proofs of claim for rejection damages or other related claims if any, asserted by counterparties to the Contracts or Leases shall be filed on or before the later of (i) the claims bar date established by the Court in these chapter 11 cases, if any, and (ii) thirty (30) days after entry of this Order.

8. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.