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IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

Chapter 11

EPIC! CREATIONS, INC., et al., 1

Case No. 24-11161 (JTD)

Debtors.

(Jointly Administered)

Claudia Z. Springer, Chapter 11 Trustee,

Adv. Pro. No. 24-50233 (JTD)

Plaintiff,

(Jointly Administered)

VS.

Google LLC, Voizzit Technology Private Ltd., Voizzit Information Technology LLC, Vinay Ravindra, Rajendran Vellapalath,

Defendants.

VOIZZIT INFORMATION TECHNOLOGY LLC, VOIZZIT TECHNOLOGY PRIVATE LIMITED AND RAJENDRAN VELLAPALATH'S BRIEF IN OPPOSITION TO PRELIMINARY INJUNCTION²

This document is being submitted by Rajendran Vellapalath in his capacity pro se. Potter Anderson & Corroon LLP is merely filing this document as a courtesy.



The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

NATURE AND STAGE OF PROCEEDINGS

A chapter 11 involuntary bankruptcy was instituted against Epic! Creations, Inc. ("Epic"), Neuron Fuel, Inc. ("Neuron Fuel"), and Tangible Play, Inc. ("Tangible") on June 4-5, 2024. On November 18, 2024 the Trustee initiated this adversary proceeding (the "Adversary Proceeding") by filing the Complaint for Temporary Restraining Order, Preliminary and Permanent Injunctive Relief, Turnover of Estate Property and Records, and to Enforce the Automatic Stay [D.I. 1] (the "Complaint")³ against Voizzit (defined below), Vinay Ravindra, and Google LLC requesting, among other things, the entry of a temporary restraining order and preliminary injunction against Google and the Voizzit Defendants. See D.I. 1.

On November 19, 2024, the Court held a hearing to consider the Complaint and entered a temporary restraining order (the "TRO") [D.I. 14], scheduling a hearing to consider the preliminary injunction for December 3, 2024 at 9:00 a.m. (ET) (the "PI Hearing"), and setting an objection deadline for no later than three (3) business days prior to the PI Hearing. *See* D.I. 14, ¶ 8.

Pursuant to the TRO, Voizzit, Voizzit India (together with Voizzit, the "<u>Voizzit Entities</u>"), and Rajendran Vellapalath (collectively, "<u>Voizzit</u>") hereby file the objection (the "<u>Objection</u>") to the entry of the preliminary injunction.

SUMMARY OF ARGUMENT

1. Voizzit is unable to provide the legal propositions supporting the Trustee's request for preliminary injunctive relief, as the Trustee has failed to provide a legal basis for a preliminary

³ Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Complaint and Voizzit's (A) Emergency Motion to Adjourn the Hearing Scheduled for November 21, 2024 and (B) Reply to the Trustee's Emergency Motion for Entry of an Order (I) Enforcing the Automatic Stay, (II) Declaring Violations of the Automatic Stay to be Void Ab Initio, (III) Awarding Fees, Expenses, and Punitive Damages, and (IV) Granting Related Relief [Main D.I. 288] (the "Motion to Adjourn").

injunction in any motion or brief filed in this adversary proceeding. Specifically, the Trustee has failed to assert a legal proposition for preliminary injunctive relief in the Complaint and its brief in support of the temporary restraining order (the "TRO Brief"). Therefore, Voizzit is unable to ascertain the legal propositions supporting the Trustee's request for preliminary injunctive relief and address them as required by Local Rule 7007-2(b)(i)(D).⁴

2. The Trustee cannot meet its burden of the heightened standard required for a showing that preliminary injunctive relief is proper. Any mandatory relief requested by the Trustee is improper at this time because Voizzit is no longer posing any threat to the Trustee of the Debtors' estates—while suffering harm to its own unrelated businesses as a result of the TRO—with such damaging terms being carried over to the request for Preliminary Injunction.

STATEMENT OF FACTS

I. VOIZZIT AND ITS ACQUISITION OF EPIC AND TANGIBLE PLAY

. Voizzit was founded in 2021 and has grown into a multi-faceted entrepreneurial organization that specializes primarily in IT services, but has branches that specialize in travel, media, and education services as well—most of which have nothing to do with the Debtors or these Chapter 11 Cases. Voizzit is legally domiciled in the United Arab Emirates ("UAE") and maintains a large office in Dubai with at least 120 employees many of whom are software engineers. Contrary to assertions made in these proceedings, Voizzit is not a shell company. Rather, Voizzit is founded by me (Rajendran Vellapalath), who is an entrepreneur who has successfully exited his previous travel technology business to an Australian Stock Exchange company. Voizzit is a well-funded startup worth hundreds of millions dollars in valuation having multiple technology startups in Education, Travel and Media including www.airbooking.com, www.indiafirst.com and a few other products which are getting ready to be launched. A copy of the Trade License verified and attested by the Ministry of Foreign Affairs

⁴ This is only one of many issues of non-compliance with the Local Rule 7007-2(b)(i) in the TRO Brief.

- (MOFA), United Arab Emirates, Embassy of India in UAE (Embassy Attestation), Delhi, Ministry of External Affairs (MEA), Government of India, Delhi, Sub-Divisional Magistrate (SDM), Delhi is attached to the Reply Brief as Exhibit A.
- 2. On September 4, 2023, Think & Learn Private Limited ("T&L") entered into a Loan Agreement with Riju Ravindran for a principal amount of \$100 million (₹821.5 crores) with 5% annual interest and maturity date of September 30, 2024. The Loan Agreement included strategic conversion rights for 100% ownership of Epic and Tangible Play, including control over all digital platforms, assets, and user data. Copy of the Loan Agreement verified and attested by the Sub-Divisional Magistrate (SDM) Indo Latin American Chamber of Commerce (COC) New Delhi, India, Embassy of India in UAE, Delhi, Ministry of External Affairs (MEA), Government of India, Delhi, Ministry of Foreign Affairs (MOFA) is attached to the Reply Brief as Exhibit B.
- 3. On December 1, 2023, Riju Ravindran and Voizzit entered into an Assignment Deed whereby Riju Ravindran assigned all his rights under the Loan Agreement to Voizzit for a consideration of \$25.5 million. This assignment transferred all debt rights, conversion options, platform control rights, and enforcement mechanisms. Proper notice of this assignment was provided to T&L, all relevant platforms, regulatory authorities, and service providers. Copy of the Assignment Deed is attached to the Reply Brief as **Exhibit C**.
- 4. On April 1, 2024, following GLAS's invalid bankruptcy filing, Voizzit sent T&L the Conversion Notice informing T&L of the occurrence of an event of default and its intent to exercise the Conversion Right by April 2, 2024. The notice specifically required transfer of all stock certificates, execution of transfer documents, digital platform transition, and content preservation protocols. Copy of the Conversion Notice is attached to the Reply Brief as Exhibit D.
- 5. A copy of the notarized Declaration (Document No. 1/2024/1388837), executed before Dubai Courts on November 15, 2024, is attached hereto as Exhibit E. Said Declaration, duly authenticated by Dubai Courts and Private Notary with verifiable QR codes, establishes Voizzit Information Technology LLC's

- exclusive ownership of Epic Creations, Inc. and Tangible Play, Inc., including all their assets, intellectual property, and associated rights.
- 6. Attached hereto as **Exhibit F** are copies of bank statements and debit advices evidencing all financial transactions between the parties against the considerations referred in point 3 above including: (i) four Bank of Singapore debit advices dated December 1, December 26, and December 28, 2023, and January 22, 2024, documenting loan disbursements totaling USD 21,500,030.00; and (ii) Emirates Islamic Bank statement for the period November 1, 2023 to October 31, 2024, documenting the subsequent transfers totaling USD 4,000,147.24. These banking records comprehensively demonstrate the flow of funds pursuant to the aforementioned assignment agreement.
- 7. Upon exercising the Conversion Right on April 2nd 2024, Voizzit took over Epic and Tangible Play. Voizzit has established Dubai and India as Epic and Tangible's effective management center, overseeing technical operations (development, architecture, infrastructure) and strategic decision-making (content strategy, platform enhancements, user acquisition, revenue management).
- 8. From April 2024, Voizzit started exercising operational control through:
 - Global employee management
 - Technical infrastructure and vendor management
 - Platform enhancement via dedicated engineering teams
 - User experience improvements and system upgrades
- 9. All necessary corporate actions have been properly documented under UAE and Indian law, with board resolutions reflecting management changes, operational transfers, and technical infrastructure control.
- 10. On November 15, 2024, Dubai Courts (Special Notary Public Declaration No. 1388837/1/2024) certified Voizzit's:
 - Complete ownership rights (100% stock ownership, IP rights, platform control)
 - Full operational authority (management center recognition, infrastructure control, platform access)

- 11. These comprehensive records conclusively demonstrate Voizzit's ownership rights and establish Dubai and India as the place of effective management.
- 12. On Tuesday, November 5, 2024, I first learned of these Chapter 11 Cases, the Stay Motion and the Motion to Shorten via an email from the Debtors' claims and noticing agent. Prior to this, I was not aware of these Chapter 11 Cases nor was I aware of any parties' knowledge of these Chapter 11 Cases.

Voizzit's Compliance with the Stay Order and the TRO

- 13. Upon entry of the TRO, Voizzit has substantially complied with its terms where possible while working with counsel to prepare the Motion to Adjourn and intends to comply with such order absent further relief from the Court.
- 14. Currently, Voizzit cannot access the Google Accounts. Despite allegations made before this Court at the hearing held on Thursday, November 21, 2024, with one exception discussed below, neither I, nor any Voizzit employee in my control has in any way attempted to access the Google Accounts, violate the Stay Order, or otherwise attempt to access any of the Debtors' other accounts—including the Cloudflare accounts—since the entry of the Stay Order. Screenshots that shows loss of access is attached to the Reply Brief as Exhibit G.
- 15. Instead, I believe a representative of the Trustee or an employee at Cloudflare accessed the system using their super administrator abilities and by impersonating "kavitha@voizzit.com," utilizing "break glass" credentials to grant themselves editing permissions without Voizzit's consent. This approach of directly contacting service providers to obtain access has been consistently applied across all accounts, leaving Voizzit without control or visibility.
- 16. This is evidenced by the multiple Break in Emails I have received informing me of override "break glass" changes to the Debtors' Cloudflare account—changes that have nothing to do with me or employees under my direction and control. Screenshot of the Break in Emails are attached to the Reply Brief as **Exhibit H**.
- 17. Despite Voizzit's compliance with the Stay Order and the TRO in every other meaningful fashion, Voizzit has been unable to return the funds under the Stay Order at this time as we have been spending

- approximately \$1.3 million dollars per month for employees and other expenses to keep the platform running until November 12, 2024. In fact, the full \$1,063,763.74 that Voizzit was required to turn over, has been used to pay employees and for the maintenance of the Debtors' assets.
- 18. Screenshot of CloudFlare system audit logs are attached hereto as **Exhibit I**, which evidence that: (i) on November 16, 2024, the maintenance team's attempted access to playosmo.com revealed that all system access privileges had been previously revoked; and (ii) while certain audit trail records presented to the court During the hearing on November 21, it was disclosed that the account associated with kavitha@indiafirst.com have accessed on November 17. However, a review of the audit logs reveals notable discrepancies. Specifically, the logs indicate that on November 21, the account jgrall@novo-advisors.com was recorded as left from the organization. Despite this, there is no corresponding record of a signup action for this user within the system. These irregularities in the audit trail raise substantial concerns and the possibility of unauthorized "break-glass" access been gained.

Students are Suffering due to platform disruption & Trustee's lack of technical expertise

- 19. Further, I must emphatically state that since November 12, 2024, pursuant to the Stay Order, Voizzit has been completely prohibited from performing any maintenance on the Debtors' platforms. The consequences of this prohibition have been severe and far-reaching. I have personally observed that the Trustee's fundamental lack of technical expertise has led to a cascading series of critical platform failures. Most alarmingly, despite these widespread technical failures, these compromised platforms continue to actively sell products—many of which are now effectively non-functional due to the complete cessation of necessary platform updates and maintenance.
- 20. The timing of this deterioration is particularly devastating as it coincides with the holiday season, historically OSMO's peak sales period. Countless American families traditionally purchase OSMO products as educational gifts between Black Friday and Christmas. These families are now unknowingly purchasing products that may not function as intended, and we have been rendered powerless to provide any support or assistance due to our court-mandated loss of access. The gravity of this situation is starkly illustrated in **Exhibit K**, which documents numerous consumer complaints

detailing platform disruptions that have persisted for over two weeks. These complaints appear to have gone completely unaddressed, as the Trustee lacks the technical capability to resolve these issues. This system-wide failure is causing direct harm to students and families who rely on these educational tools, with the impact being particularly acute during this critical holiday learning period.

21. Since November 12, 2024, the cessation of Voizzit's technical maintenance has resulted in a severe global disruption of PlayOSMO's educational platform, affecting hundreds of thousands of students worldwide. The impact is particularly devastating as PlayOSMO products continue to be sold through thousands of retail stores and online platforms worldwide, despite the platform's core functionality being severely compromised.

The gravity of this situation is evidenced by widespread user complaints, copies of which are attached hereto as **Exhibit K**. Some of the concerning examples include:

- a) A teacher in a special needs school reports: "We use Osmo intensively at our school (special needs education). Our students are now unable to access their essential learning tools."
- b) A Parent Shares: "Our Osmo games worked fine until last week. Now, they won't even start."
- c) A parent shares: "My kid is in tears because he can't access his progress. My log-in info isn't working, it won't let me create a new account. We really enjoy it in our home."
- d) A homeschool educator states: "We use several Osmo kits as part of our homeschool curriculum. My children are incredibly upset that they can no longer access their saved progress, which was a big part of their learning experience."
- e) A parent shares: "Man I thought I was losing my mind when I started encountering this last week. I saw Osmo had gone bankrupt but noone on Reddit was talking about it. Which was insane because stores and people are still selling these. So thanks for this thread! We also got a huge number of the games last Christmas. We are extremely disappointed that it seems to have been a waste of a lot of money, and the kids are super bummed they can't play. Although I didn't realize that you could skip, so I'm glad I found this thread ""

- f) A school district representative reports: "I have hundreds of dollars invested in Osmo, and my school district bought thousands of dollars worth of products. Now it's all paperweights."
- g) A parent Shares: "Going to be a lot of sad kids on Christmas who get these and they don't work"
- h) A parent Shares: "Same here... purchased OSMO since 2022, and we got the Genius Kit, coding jams and the pizza. Suddenly can't play since last 18 Nov, and I found that their DNS record is changed since that day. We tried to contact Amazon (where we purchased the product), but it says the purchase is too long ago and cannot follow up with me. They suggest to purchase a new one and then return it in order to make a query (???). So anyone who has made the purchase recently, please help to contact the seller to see if there is any channel to get support."

The situation continues to worsen during the critical holiday shopping period, with retailers like

Amazon and many others still selling these products despite their compromised functionality. The

platform deterioration has resulted in:

- Complete inability to create new accounts or access existing ones
- Loss of all student progress data
- Non-functioning educational applications
- Disruption to school district curriculam and special needs education programs

Despite possessing the technical expertise to resolve these issues, Voizzit remains unable to provide support due to access restrictions, resulting in an unprecedented disruption to children's education worldwide, particularly affecting vulnerable students in special education programs.

22. The Trustee's contemplated actions to sell or shut down PlayOSMO demonstrate a fundamental misunderstanding of the business and complete lack of responsibility towards millions of existing students and teachers who have bought these products in the last few years and the platform's global reach and ongoing commercial activity. This is not a simple case of discontinuing a service, but rather

would create severe repercussions because (**Exhibit L** shows Online marketplaces continuing to sell the product):

- a) Millions of PlayOSMO units have already been sold worldwide through established retail and online channels;
- b) Thousands of retail stores and online platforms have made significant financial investments in inventory that they continue to sell, including:
 - Major retail chains across multiple countries
 - Online marketplaces like Amazon....
 - Educational supply stores
 - Small businesses and independent retailers
 - Tens of Thousands of schools
- c) The unique phygital nature of PlayOSMO products, which combine physical devices with essential digital components, means that:
 - Any shutdown would render millions of existing units inoperable
 - Retailers would face significant liability from continuing sales
 - Consumers worldwide would be left with non-functional educational devices
 - Educational institutions would lose their investment in curriculum materials
- d) PlayOSMO's platform requires constant technical intervention beyond basic maintenance to remain functional. Without regular code updates:
 - a) Operating System Updates:
 - New iOS and Android versions make apps incompatible
 - Security patches cannot be implemented
 - Apps crash or fail to launch on newer devices
 - b) Hardware Compatibility:
 - Physical PlayOSMO devices stop working with newer tablets

- Camera recognition fails on recent device models
- Performance degrades across all systems

This is already evidenced by numerous user reports showing devices purchased within the last month cannot properly interface with PlayOSMO hardware, and existing installations are failing as users' devices receive regular updates. Without immediate restoration of access to implement these critical updates, the entire PlayOSMO ecosystem will become progressively non-functional, affecting millions of users worldwide.

Therefore, any decision regarding PlayOSMO's future must consider not only the immediate platform operations but also the extensive commercial ecosystem and consumer protection implications that would arise from disrupting service to millions of existing students and ongoing retail operations worldwide

Voizzit Has Been Harmed By the TRO

- 23. Since the entry of the TRO, Voizzit has been substantially harmed because in the process of restricting Voizzit's access to the Accounts has affected Voizzit's other business lines which have nothing to do with the Debtors, the Trustee, the Debtors' platforms, Epic, Tangible, and these Chapter 11 Cases. Additionally, certain affirmative relief ordered by the TRO has led to distractions, expenses, and interference at Voizzit that have affected the company in ways that extend beyond the TRO, preliminary injunction, and these Chapter 11 Cases.
- 24. Screenshots of Stripe account ownership records are attached hereto as **Exhibit J**, which evidence that:

 (i) on October 25, 2024, ownership of a Stripe account was transferred without notice to or authorization from Voizzit Information Technology LLC; and (ii) significantly, the transferred Stripe account was not the operational payment processing account associated with getepic.com portal, but rather an, unrelated account. This unauthorized transfer of an irrelevant account demonstrates a deliberate attempt to disrupt business operations through deceptive means.

25. Voizzit Information Technology LLC executed a systematic transition of Epic Creations, Inc. and Tangible Play, Inc.'s operational control between August and November 2023, carefully sequencing the migration of critical systems to ensure uninterrupted service for millions of students. This methodical transition included securing GitHub repositories (Epic on September 23 and Tangible Play on October 14), domain controls (getepic.com on September 24 and playosmo.com on November 7), application store presence (Play Store on September 27, Epic iOS on September 26, and OSMO iOS on October 14), and cloud infrastructure (Epic GCP/Cloudflare on November 6). However, since November 12, 2024, trustee interventions have severely compromised these educational platforms' stability. On November 16, the maintenance team discovered all Cloudflare access had been revoked, preventing critical system maintenance. Evidence shows the trustees utilized break-glass access to create fabricated audit logs, falsely attributing system activities to Voizzit's maintenance team. The unauthorized revocation of access to these complex software applications, which require regular maintenance and updates, has resulted in platform instability affecting millions of students' educational activities. The transfer of an Stripe account on October 25, 2024 - notably not the operational account associated with getepic.com - further demonstrates the trustees' attempts to disrupt operations through deceptive means. These actions have compromised the stability and functionality of essential educational platforms that serve millions of students globally.

William R.Hailer's Perjury

- 26. On November 20, 2024, Mr. William R. Hailer submitted a declaration and provided testimony to this Court that contains materially false statements and deliberate misrepresentations. My entire interaction with Mr. Hailer consisted of a single meeting lasting around 10 minutes at Mr. Byju Raveendran's residence in Dubai. During this brief encounter, Mr. Hailer discussed only two topics:
 - I Introduced myself as a technology investor and entrepreneur and also mentioned about my recent successful exit from my first travel business.

- Then he mentioned that he is in Dubai to meet investors and raise \$150 million to close the
 Term Loan B and he showed me the term sheet for the same which was signed by him &
 Glas
- 27. Mr. Hailer's testimony to this Court includes demonstrably false statements that constitute perjury. Specifically, Mr. Hailer testified under oath that he had "not signed an agreement with GLAS." This statement is false as I have seen the document myself.
- 28. I have also been able to obtain access to those term sheets and documents from other investors and I am filing them under sealed cover as evidence for Will Hailer's Perjury. Apart from this I have got access to Multiple mails discussing the above transactions between Will Hailer, Patrick Nash (Kirkland & Ellis), Brian Carne (GLAS Trust), Neil Grayson (Nelson Mullins), Allan Brilliant (Dechert), Terry Claire (Kirkland & Ellis) etc.
- 29. Mr. Hailer's declaration to this Court conspicuously omitted all these executed agreements that establish his contractual relationship with GLAS Trust Company LLC, demonstrating a deliberate withholding of material facts from this Court. I have both direct personal knowledge (seeing the signed document) and additional documentary evidence (filed under seal) to prove that Hailer made false statements under oath.
- 30. We are currently obtaining a forensic report of documents that will reveal additional false statements in Mr. Hailer's testimony. We intend to present this forensic evidence in the appropriate forum.
- 31. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true to the best of my information, knowledge, and belief.

<u>ARGUMENT</u>

I. LEGAL STANDARD

"A party seeking a preliminary injunction must show: (1) a likelihood of success on the merits; (2) that it will suffer irreparable harm if the injunction is denied; (3) that granting preliminary relief will not result in even greater harm to the nonmoving party; and (4) that the public interest favors

such relief." Kos Pharms., Inc. v. Andrx Corp., 369 F.3d 700, 708 (3d Cir. 2004). Preliminary injunctive relief is "an extraordinary remedy" and "should be granted only in limited circumstances." American Tel. & Tel. Co. v. Winback & Conserve Program, Inc., 42 F.3d 1421, 1427 (3d Cir.1994) (quotation omitted). "[O]ne of the goals of the preliminary injunction analysis is to maintain the status quo, defined as the last, peaceable, noncontested status of the parties." Opticians Ass'n of Am. v. Indep. Opticians of Am., 920 F.2d 187, 197 (3d Cir.1990) (citation and quotation omitted).

"An injunction is 'mandatory' if it would 'alter the status quo by commanding some positive act." *Doe v. Del. State Univ. Bd. of Trs.*, No. 20-1559, 2021 WL 2036670, at *2 (D. Del. May 21, 2021) (*quoting Pub. Interest Legal Foundation v. Boockvar*, 495 F.Supp.3d 354, 358 (M.D. Pa. 2020)). "[A] mandatory injunction is an extraordinary remedy that is only granted sparingly by the courts." *Trinity Indus., Inc. v. Chi. Bridge & Iron Co.*, 735 F.3d 131, 139 (3d Cir. 2013) (*citing Communist Party of Ind. v. Whitcomb*, 409 U.S. 1235, 1235, 93 S.Ct. 16, 34 L.Ed.2d 64 (1972)). A party seeking a mandatory injunction "bears a particularly heavy burden in demonstrating its necessity." *Acierno v. New Castle County*, 40 F.3d 645, 653 (3d Cir. 1994) (internal citations omitted); *see also Hart Intercivic, Inc. v. Diebold, Inc.*, 2009 WL 3245466, at *3 (D. Del. Sept. 30, 2009) ("Where a plaintiff seeks a mandatory preliminary injunction, rather than a prohibitory preliminary injunction, the burden of showing an entitlement of relief is greater.") (citation omitted).

II. THE TRUSTEE CANNOT MEET ITS HEAVY BURDEN REQUIRED TO SHOW A PRELIMINARY INJUNCTION SHOULD ISSUE

III. A MANDATORY INJUNCTION IS NOT APPROPRIATE UNDER THE CURRENT CIRCUMSTANCES

To the extent the Trustee seeks permanent relief—a position impossible to ascertain given the lack of a motion or brief from the Trustee in favor the of preliminary injunction—such request should be denied. As discussed above, Voizzit is no longer able to access or modify the Google Accounts. This is true not only of the Google Accounts, but applies to all of the Debtors' platforms and accounts that Voizzit previously had access to.

Unlike the Trustee's assertions on the record and otherwise, as of November 12, 2024, Voizzit has stopped upkeeping or maintaining Epic and Tangible Play and has not attempted to use or access any of the various accounts—including the Google Accounts—in its compliance with the Stay Order and the TRO.

Instead, the Trustee acting with a lack of the sophisticated expertise needed to properly understand the functions of the Debtors' various platforms, has been accessing Voizzit's accounts with Voizzit's login information and blaming it on Voizzit.

The Trustee admits that it has no documented evidence of when the Google transfers took place. Therefore, at this time, there is no need for any relief beyond the status quo. The Trustee cannot meet the heavy burden required to merit mandatory injunctive relief and thus any aspect of mandatory injunctive relief requested by the Trustee should be denied.

IV. THE TRUSTEE CANNOT SHOW IRREPARABLE HARM

Irreparable harm "refer[s] to 'harm that cannot be prevented or fully rectified' by a successful appeal." *In re Revel AC, Inc.*, 802 F.3d 558, 568 (3d Cir. 2015) (quoting Roland Mach.

Co. v. Dresser Indus., 749 F.2d 380, 386 (7th Cir. 1984)). The Trustee must "demonstrate that irreparable injury is likely [not merely possible] in the absence of [a] [stay]." *Id.* at 569 (quoting Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 22 (2008)). Pure economic harm is not sufficient to show the irreparable injury requirement. Minard Run Oil Co. v. Forest Service, 670 F.3d 236, 255 (3d Cir. 2011). "The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm." Sampson v. Murray, 415 U.S. 61, 90 (1974) (internal quotation marks omitted)

The Trustee cannot meet its heavy burden to show irreparable harm. The Trustee cannot and has not proven that absent the grant of a preliminary injunction it will suffer harm that cannot be fully rectified. As a result of the TRO, Voizzit has already lost all of its access to the Google Accounts. A preliminary injunction doubling down on Voizzit's lack of access to the Google Accounts is not necessary at this time to avoid any harm beyond mere speculation on the part of the Trustee.

Additionally, any harm the Trustee may suffer would be monetary, and can be tracked and accounted for against Voizzit if the Trustee is correct. If the Trustee is ultimately able to prove its claims, any money can ultimately be assessed as damages against Voizzit. These damages are therefore all monetary and legal remedies in nature, and not irreparable. In contrast, Voizzit will suffer irreparable harm in the face of a mandatory permanent injunction. *See* Section C, *infra*.

V. GRANTING PI WILL CAUSE EVEN GREATER HARM TO VOIZZIT

Since first being made aware of these Chapter 11 Cases, Voizzit has been in compliance with the automatic stay and the TRO (subject to the exceptions discussed above). Since entry of the TRO, Voizzit has turned over all of the necessary information to the Trustee and ceased all

attempts to access the Google Accounts in questions. Voizzit intends to continue substantively complying with the TRO where possible and will not access the Google without express Court approval or dismissal of these Chapter 11 Cases.

As a result, and as discussed above, the Trustee will not be harmed if the Preliminary Injunction is not granted.

On the other hand, Voizzit has suffered harm and will suffer irreparable harm if the Preliminary Injunction is granted. The TRO has been a distraction, caused Voizzit to incur significant expenses, and has interfered with Voizzit's overall operations as a legitimate going concern business.

VI. PUBLIC POLICY CONCERNS WITH THE CURRENT POSTURE OF THE ADVERSARY PROCEEDING AND THE DEBTORS' PLATFORMS

Voizzit is better equipped to manage and run the Debtors' platforms that it believes—in good faith—that it owns. Conversely, the Trustee is in no position well to maintain and further develop the companies. This is clear in recent events relating to the Tangible Play App and website. While the Trustee attempts to place blame relating to the app and website failures on Voizzit, in reality Voizzit did nothing to cause these failures. Instead, the app and website failures after the transfer of control from Voizzit to the Trustee only shows that the Trustee is incapable of managing the assets to the extent that is required and could cause great harm to the assets ability to operate, maintain user bases, and generate value, and continue to grow. The Trustee may wish to point to its group of Epic and Tangible employees currently under its control as being capable of stabilizing and maintaining the platforms, but the Trustee may not be aware that since Voizzit acquired the rights to Epic and Tangible pursuant to the Loan Agreement and the Conversion Notice, the sophisticated employees responsible for the upkeep of the Epic and Tangible platforms

are located in India and were paid by Voizzit (including on a postpetition basis). While Voizzit does intend to interfere with the Trustee in its operation of Epic and Tangible, Voizzit would like to express its concern regarding the degradation of the Epic and Tangible platforms going into the future and the ability for children across the world to meaningfully access crucial educational material if Voizzit's pleas regarding its ownership and rights to operate Epic and Tangible are not taken seriously—if only to allow Voizzit to maintain the platforms for the children—the ultimate parties everyone should be seeking to protect.

CONCLUSION

For the foregoing reasons, the Trustee's request for a Preliminary Injunction should be denied.

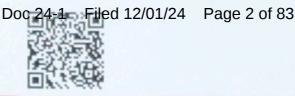
Dated: December 1, 2024 Respectfully submitted,

/s/ Rajendran Vellapalath

Rajendran Vellapalath

Exhibit A







Commercial License

				License Details	تفاصيل الرخصة ا
License No.			1047170		رقم الرخصة
				فويزت لتقنية المعلومات ذ.م.م	اسم الشركة
Company Name	VOIZZIT INFORMATI	ON TECHNOLOGY L	L.C		
				فويزت لتقنية المعلومات ذم.م	الإسم التجارى
Trade Name	VOIZZIT INFORMATION	TECHNOLOGY L.L.C			
Legal Type	Limited Liability Compan	y(LLC)		ذات مسئولية محدودة	الشكل القانوني
Expiry Date	28/03/2025	تاريخ الإنتهاء	Issue Date	29/03/2022	تاريخ الإصدار
D&B D-U-N-S ⊗	0	الرقم العالمي	Main License No	. 1047170	رقم الرخصة الام
Register No.	1967408	رقم السجل التجارى	DCCI No.	395214	عضوية الغرفة

			License Men	nbers / الاطراف
Share / الحصص	الصفة / Role	الجنسية / Nationality	الإسم / Name	رقم الشخص/.No
	مدير / Manager	الهند / India	بيمىي فيليب ر اجيندر ان	676669
			BISY PHILIP RAJENDRAN	
	مدیر / Manager	الهند / India	راجبندران فيلابالات بالاكريشنان ناير فيلابالات	679677
	مدیر / Manager	الهند / India	RAJENDRAN VELLAPALATH BALAKRISHNAN NAIR VELLAPALATH راهول راجيندران راجيندران فيلابالات	1389535
			RAHUL RAJENDRAN VELLAPALATH	

نشاط الرخصة التجارية / License Activities

انشاء البنية التحتية لتقنية المعلومات | تصميم نظم الحاسب الألي التعليمية والتدريبية | امداد مواقع الشبكة المعلوماتية (الإنترنت) بالمحتويات | تصميم مواقع الشبكة المعلوماتية (الانترنت) | برمجة الرقائق الالكترونية | خدمات شبكات تقنية المعلومات | خدمات إدارة البيانات والامن الإلكتروني | خدمات تطوير وإدارة مواقع التواصل الإجتماعي مزودي خدمات مركز البيانات خدمات الحوسبة السحابية مصميم نظم الحاسب الألي وأجهزة الإتصال مجمع للتعامل الإلكتروني خدمات تصنيف وتحليل البيانات | خدمات التسويق عبر مواقع التواصل الإجتماعي | موفر خدمات الدفع

IT Infrastructure | Education & Training Computer Software | Internet Content Provider | Web-Design | Electronic Chips Programming | Information Technology Network Services | Data Management & Cyber Security Services | Social Media Applications Development & Management | Datacenter Colocation Services | Cloud Service & Datacenters Providers | Computer Systems & Communication Equipment Software Design | Portal | Data Classification & Analysis Services | Marketing Services Via Social Media | Payment Services Provider

					العنوان / Address	
Phone No		تليفون	P.O. Box		. صندوق برید	
Fax No		فاكس	Parcel ID	129-621	رقم القطعة	
Mobile No	971-50-4009906	هاتف متحرك		admin@voizzit.com	البريد الإلكتروني / Email	

مكتب 732 ملك مؤسسه محمد بن راشد لدعم مشاريع الشباب حيرة - بور سعيد

15812467

يمكنك الآن تجديد رخصتك التجارية من خلال الرسائل النصية القصيرة، أرسل رقم الرخصة إلى 6969 (دو/اتصالات) للحصول

على انن النفع. Now you can renew your trade license by sending a text message (SMS). Send your trade license number to 6969 (Du/ Etisalat) to receive payment voucher.

تاريخ الطباعة

Get FREE access to Zoho One for the first year حصل على زوهو ون مجماً للمنة الاولى



رقم الإيصال



Print Date

12/06/2024

وثيقة إلكترونية معتمدة وصلارة بدون توقيع من دائرة الاقتصاد والسياحة في دبي لمراجعة صحة البيانات الواردة في الرخصة يرجى مسح رمز الاستجابة السريعة this is a certified e-document issued without signature by the department of Economy and Tourism .Kindly Scan the QR Code to Verify the certificate

Receipt No.

GOVERNMENT OF DUBAI

Remarks / الملاحظات



Print Date

12/06/2024

تاريخ الطباعة 5:46

Receipt No.

15812467

رقم الإيصال

يمكنك الأن تجديد رخصتك التجارية من خلال الرسائل النصية القصيرة، أرسل رقم الرخصة إلى 6969 (دو/اتصالات) للحصول على انن النفع.

Now you can renew your trade license by sending a text message (SMS). Send your trade license number to 6969 (Du/ Etisalat) to receive payment voucher.

Get FREE access to Zoho One for the first year احصل على زوهو ون مجافأ للسنة الاولى



وثيقة الكثرونية معتمدة وصادرة بدون توقيع من دائرة الاقتصاد والسياحة في دبي المراجعة صحة البيانات الواردة في الرخصة يرجي مسح رمز الاستجابة السريعة this is a certified e-document issued without signature by the department of Economy and Tourism .Kindly Scan the QR Code to Verify the certificate



Exhibit B

DATED 4TH SEPTEMBER 2023

LOAN AGREEMENT

between

RIJU RAVINDRAN

and

THINK AND LEARN PRIVATE LIMITED



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THIS AGREEMENT is dated 4th September 2023. This Agreement shall be effective from the Effective Date.

PARTIES

- (1) **Riju Ravindran**, an individual, being an Indian citizen with passport no. Z6728944 of address 43, Yoganarasimha, 14th Main, 15th Cross, HSR Layout Sector 4, Bangalore (**Lender**).
- (2) Think and Learn Private Limited, a company registered in Bengaluru, India under corporate identification number U80903KA2011PTC061427 with registered address 2nd Floor, 4/1, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru (Bangalore) Urban, Karnataka, India, 560029 (Borrower).

BACKGROUND

The Lender was at all material times a director of the Borrower and has lent funds to the Borrower by transferring various sums by way of bank transfer between 13th January 2023 and 29th March 2023 where the total of such funds transferred is INR 8,21,50,00,000.00 (Indian Rupees Eight Hundred Twenty One Crores Fifty Lakhs only (the "**Transferred Funds**"). The Lender had agreed to lend to the Borrower and the Borrower had agreed to borrow the Transferred Funds on certain legally binding terms and conditions. The Parties now wish to record and memorialize such terms and conditions in this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

Definitions

The following definitions apply in this agreement.

Business Day: a day other than a Saturday, a Sunday or a public holiday in India.

Effective Date: 4th September 2023.

Event of Default: any event or circumstance specified in Clause 9.

Final Repayment Date: 30th September 2024.

Loan: the principal amount of the loan outstanding for the time being of that loan.

2. THE FACILITY

The Lender has granted to the Borrower a term loan facility of a total principal amount equivalent to the Transferred Sums subject to the conditions of this agreement LHI.

The Loan has been disbursed to the Borrower by bank transfer to the Borrower's account. The Borrower acknowledges receipt of the Loan amount.

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PURPOSE

- 3.1 The Borrower shall use money borrowed under this agreement to finance the repayment of any existing loans, as well as for general working capital purposes.
- 3.2 The Lender is not obliged to monitor or verify how any amount advanced under this agreement is used.

4. INTEREST

- 4.1 The Borrower shall pay interest on the Loan at the rate of 5% per annum commencing from the date of this agreement.
- 4.2 Interest shall accrue daily on the value of the principal sum outstanding and shall be payable on the Final Repayment Date.
- 4.3 If the Borrower fails to make the interest payment due under this agreement on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment).

REPAYMENT

- 5.1 The Borrower agrees to repay the Loan together with any outstanding interest in full on the Final Repayment Date.
- 5.3 The Borrower may, at its discretion, prepay the Loan in whole or in part at any time without penalty. Any prepayment shall first be applied to accrued interest and then to the principal amount.

6. PAYMENTS

All payments made by the Borrower under this agreement shall be in Indian Rupees (INR) or such other currency as may be agreed between the Parties and in immediately available cleared funds to the Lender at such account number as the Lender may notify the Borrower.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Borrower represents and warrants to the Lender that:
 - (a) It is duly incorporated and validly existing under the laws of Ineta CAN CHAMBE
 - (b) It has the power and authority to execute, deliver, and perform its obligations under this agreement.
 - (c) This agreement constitutes a valid and binding obligation of the Borrower, enforceable against it in accordance with its terms.
 - (d) The execution and delivery of this agreement and the performance of the Borrower's obligations hereunder do not and will not conflict with or result in a breach of any law, regulation, or agreement to which the Borrower is subject.
- 7.2 The Lender represents and warrants to the Borrower that:
 - (a) The Lender has the legal capacity and authority to enter into this agreement.

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(b) The Lender is not subject to any restrictions that would prevent the disbursement of the Loan to the Borrower.

8. COVENANTS

- 8.1. The Borrower covenants with the Lender that, until the Loan and all accrued interest are fully repaid:
 - (a) It will maintain its corporate existence and carry on its business in the ordinary course.
 - (b) It will promptly inform the Lender of any event that could reasonably be expected to have a material adverse effect on its financial condition or its ability to perform its obligations under this agreement.
 - (c) It will provide the Lender with quarterly financial statements within 10 days after the end of each quarter.
 - (d) It will not, without the prior written consent of the Lender, incur any additional indebtedness that would take priority over the Loan.

SET-OFF

The Lender or Borrower may at any time set off any liability of the other party whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Lender or Borrower as appropriate may convert such liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender or Borrower of their rights under this clause shall not limit or affect any other rights or remedies available to them under this agreement or otherwise.

8. CALCULATIONS, ACCOUNTS AND CERTIFICATES

Any interest under this agreement shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.

9. EVENT OF DEFAULT

9.1 For the purposes of this agreement each of the following events or circumstances is an Event of Default:

(a) The Borrower fails to repay any sum payable under the agreement on the Final Repayment Date;

(b) The Borrower fails to comply with any provision this agreement unless the failure to comply is, in the opinion of the Lender, apple of remedy and seremedied within 10 (ten) Business Days from the date the crite prices none the Borrower of the default;

- (c) Any indebtedness of the Borrower is not paid when due under this agreement;
- (d) The Borrower is unable or admits inability to pay its debts when they fall due under this agreement

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- (e) The filing of an application/petition by a financial creditor of the Borrower to initiate a corporate insolvency resolution process with respect to the Borrower and which application/petition is unvacated or unstayed by a court/tribunal of competent jurisdiction within 30 days of such filing;
- (f) The Borrower ceases to carry on its business or a substantial part thereof;
- (g) Any representation or warranty made by the Borrower under this agreement is found to be untrue or misleading in any material respect;
- (h) A judgment or order for the payment of money in excess of INR 200,00,00,000.00 (Indian Rupees Two Hundred Crores only) is entered against the Borrower and remains unpaid, unvacated, or unstayed by a court/tribunal of competent jurisdiction for a period of 60 days; or
- (i) Any governmental or regulatory authority takes any action that materially affects the Borrower's ability to perform its obligations under this agreement.
- 9.2 On the occurrence of an Event of Default, or at any time after the occurrence of an Event of Default which is continuing, the Lender may by notice to the Borrower:
 - (a) Cancel the Loan (which will then be immediately cancelled);
 - (b) Declare that all or part of the Loan and all other amounts outstanding under this agreement is immediately due and payable (which will then become immediately due and payable); and/or
 - (c) Declare that all or part of the Loan becomes payable on demand (which will then become immediately payable on demand by the Lender).
- 9.3 All payments made to the Lender in discharge of the Lender's indebtedness will be credited to the repayment of the Loan and all other amounts outstanding.
- 9.4 In the event of default, the Borrower agrees to pay all reasonable legal fees and other costs incurred by the Lender in enforcing this agreement.

10. EQUITY CURE

- 10.1 Conversion Right: The Lender shall have the right to convert all of the outstanding BER principal and accrued interest of the debt into the entire stock of (a) the creations, Inc and (b) Tangible Play, Inc. held by the Borrower; (the "Conversion Right"), at its sole discretion including but not limited to an event that the Borrower fails to comply with the requirements of Clause 9.2.
- 10.2 Conversion Notice: To exercise the Conversion Right, the Lender must deliver a written notice of conversion (the "Conversion Notice") to the Borrower, specifying the desired conversion date (the "Conversion Date"), which shall be no less than 2 business days in after the date of the Conversion Notice.
- 10.4 Transfer of Shares: Upon receipt of the Conversion Notice, the Borrower shall promptly, and in any event within 5 business days of the Conversion Date, execute and deliver to the Lender, or its designee, (1) a certificate or certificates representing all of the stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc held by the Borrower, (2) duly executed, undated, stock transfer forms, stock powers, and other documents/instruments

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as may be necessary to perfect the transfer of such stock to the Lender, or its designee, (as the Lender may request).

11. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of India.

12. CONFIDENTIALITY

- 12.1 The Borrower agrees to keep confidential all information regarding the terms of this agreement, the existence of the Loan, and any non-public information disclosed by the Lender (collectively, "Confidential Information").
- 12.2 The Borrower may disclose Confidential Information only:
 - (a) To its officers, directors, employees, agents, and advisors who need to know such information for the purpose of performing the Borrower's obligations under this agreement, provided that such persons are informed of the confidential nature of the information and agree to be bound by the confidentiality obligations set forth herein; and/or
 - (b) As required by law, regulation, or legal process, provided that the Borrower gives the Lender prompt written notice of any such requirement and cooperates with the Lender in seeking a protective order or other appropriate remedy.
- 12.3 The confidentiality obligations set forth in this section shall survive the termination or expiration of this agreement for a period of 5 years.

13. NOTICES

- 13.1 Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be delivered to the parties at their respective addresses set forth above (or such other address as a party may designate in writing).
- 13.2 Notices shall be deemed to have been duly given (a) when delivered in person. (b) on the next business day after being sent by a recognized overnight courter for (c) on the third business day after being sent by registered or certified that, return receipt requested, postage prepaid.

14. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996. The place of arbitration shall be English.

14.2 The arbitrator(s) shall have the authority to award any remedy or relief that a court of competent jurisdiction could award under applicable law, including, without limitation, specific performance of any obligation created under this agreement, the awarding of monetary damages, and the issuance of an injunction.



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15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

16. AMENDMENTS AND WAIVERS

- No amendment or waiver of any provision of this agreement shall be effective unless it is in writing and signed by both parties.
- No failure or delay by either party in exercising any right, power, or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

17. ASSIGNMENT

The Borrower may not assign its rights or obligations under this agreement without the prior written consent of the Lender. The Lender may, at any time, assign its rights and obligations under this agreement without the consent of the Borrower.

18. SEVERABILITY

If any provision of this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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This agreement has been entered into on the date stated at the beginning of it.

Signed by:

Riju Ravindran

Signed by:

DIVYA GOKULNATH BYTU RAVEEN

for and on behalf of Think and Learn Private Limited

Attested

William Gupta

Assistant Director

NOV 2024

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Exhibit C

ASSIGNMENT DEED

This ASSIGNMENT DEED (the "**Deed**") is dated and effective as of December 1st, 2023 (the "**Transfer Date**") by and among the Assignor and the Assignee.

PARTIES

- (1) **Riju Ravindran**, an individual, being an Indian citizen with passport no. Z6728944 of address 43, Yoganarasimha, 14th Main, 15th Cross, HSR Layout, Sector 4, Bangalore, India (the "**Assignor**").
- (2) **Voizzit Information Technology LLC**, a company registered in Dubai, United Arab Emirates bearing commercial license number 1047170 and DCCI No. 395214 with office address Business Village B Block, Port Saeed, 33846, Dubai, UAE (the "**Assignee**").

RECITALS

WHEREAS, the Assignor holds the benefit of a loan agreement dated September 4th, 2023 between the Assignor and Think and Learn Private Limited, a company registered in Bengaluru, India under corporate identification number U80903KA2011PTC061427 with registered address 2nd Floor, 4/1, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru (Bangalore) Urban, Karnataka, India, 560029 ("**Debtor**");

WHEREAS, the Assignor wishes to transfer the Debt to the Assignee;

WHEREAS, the Assignor and Assignee have intended to effect the Transfer (as defined below) as of the Transfer Date and have each, for administrative and other purposes, treated the Debt as Assignee's property since the Transfer Date;

WHEREAS, immediately following the Transfer, the Assignor will effect the transfer to the Assignee of the Debt and will inform the Debtor in writing that from the date of the Debt is now owed and payable by the Debtor to the Assignee and not to the Assignor.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Assigned Debt" means any debt arising out of or related to the loan agreement dated September 4th 2023 between the Assignor and the Debtor.
- "Assignor" means Riju Ravindran.
- "Assignee" means Voizzit Information Technology LLC.



"Consideration" means the sum of US Dollars Twenty Five Million Five Hundred Thousand only (USD 25,500,000) payable by the Assignee to the Assignor (or his designee) as specified in this Agreement.

"Debtor" means Think and Learn Private Limited.

"Transfer Date" means December 1st, 2023, the date on which this Agreement is executed and becomes effective.

2. Assignment of Debt

The Assignor hereby assigns, transfers, and conveys to the Assignee (and/or its designee) all of its rights, title, and interest in and to the Assigned Debt, including any and all payments, interests, and benefits derived from the Assigned Debt.

The Assignor hereby further assigns, transfers, and conveys to the Assignee (and/or its designee) all of the Assignor's rights, title, and interest in and arising out of and related to the loan agreement dated September 4th 2023 between the Assignor and Think and Learn Private Limited, including, but not limited to, all rights to recover, enforce and / or convert the Assigned Debt into stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Debtor as contemplated in the said loan agreement.

The Assignee (and/or its designee) shall be entitled to all rights, remedies, and privileges of the Assignor under the Assigned Debt, including but not limited to, the right to collect and enforce payment of the Assigned Debt or to convert the same to common stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Debtor, to sue for and recover any amounts due, and to take any action that the Assignor could have taken under the terms of the aforesaid agreement pertaining to the Assigned Debt.

3. Assumption of Assignment

The Assignee hereby accepts the assignment of the Assigned Debt and assumes all rights, title, interest along with all obligations, duties, and liabilities of the Assignor related to the Assigned Debt, effective as of the Transfer Date (without assuming any responsibility for past, present, or future liabilities or obligations related to the Assigned Debt with respect to any third party).

4. Consideration

In consideration of the assignment of the Assigned Debt, the Assignee agrees to arrange for the payment to the Assignor (or his designee) of the Consideration, in 1 or more tranches, from the bank account of its director (Mr. Rajendran Vellapalath) which shall be payable no later than January 31st 2024.

5. Representations and Warranties

The Assignor represents and warrants to the Assignee that it has the right and authority to assign the Assigned Debt, that the Assigned Debt is valid and enforceable, that there are no defaults or breaches under the Assigned Debt, and



that the consent of any third party required for the assignment of the Assigned Debt has been obtained.

The Assignee represents and warrants to the Assignor that it has the right and authority to accept the assignment and that it will perform all obligations under the Assigned Debt in accordance with its terms.

6. Indemnification

The Assignor agrees to indemnify, defend, and hold harmless the Assignee from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach of the Assignor's representations, warranties, or obligations under this Agreement.

7. Notice to Debtor

The Assignor and Assignee agree to promptly notify the Debtor of this assignment. The Debtor shall be instructed to make all future payments on the Assigned Debt directly to the Assignee.

8. Further Assurances

The parties agree to execute and deliver such additional documents and take such further actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

9. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates and shall be subject to the jurisdiction of the courts of Dubai (or its superior courts).

10. Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

11. Entire Agreement

This Deed contains the entire agreement of the parties with respect to the subject matter of this Deed and supersedes all previous negotiations, understandings and agreements (whether oral or written) between the parties relating to the same, and there are no representations, covenants or other agreements except as stated or referred to herein or therein.

12. Counterparts

This Deed may be executed in more than one counterpart with the same effect as if the parties executed one counterpart as of the day and year first above written on this Deed, and such counterparts may be provided by facsimile or other electronic transmission, notwithstanding that all such parties are not signatories to the original or the same counterpart.



[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Deed effective as of the date first above written.

Assignor	Riju Ravindran
	ву:
	Name: Riju Ravindran
Witnessed by	
	By:
	Name: DIVYA GOKULNATH

Assignee Voizzit Information Technology LLC

By: Name: RAJENORAN VELLAPALAPI.

Position: DIRECTOR

Witnessed by

Name: SAIRAT WONIKRISHNAN

Exhibit D



صك تنازل

خُرِرَ صك التنازل هذا ("الصك") ويسري اعتبارًا من ١ ديسمبر ٢٠٢٣ ("تاريخ التحويل") بين المتنازل والمتنازل له. الأطراف

- (١) ريجو رافيندران، هندي الجنسية يحمل جواز سفر رقم Z6728944 وعنوانه ٤٣، يوغاناراسيمها، الشارع الرئيسب الرابع عشر، التقاطع الخامس عشر، أتش أس آر لاي آوت، القطاع ٤، بنغالور، الهند ("المتنازل").
 - (۲) شركة فويزت لتقنية المعلومات ذ.م.م، وهي شركة مسجلة في دبي، الإمارات العربية المتحدة، تحمل الرخصة التجارية رقم ١٠٤٧١٠ ورقم غرفة تجارة وصناعة دبي ٣٩٥٢١٤ وعنوان مكتبها: في قرية الأعمال بلوك ب، بورت سعيد، ٣٣٨٤٦، دبي، الإمارات العربية المتحدة ("المتنازل له").

الديباجة

حيث أن المتنازل إليه يتمتع بالاستفادة من اتفاقية القرض المؤرخة ٤ سبتمبر ٢٠٢٣ بين المتنازل له إليه وشركة ثينك أند ليرن برايفت ليمتد، وهي شركة مسجلة في بنغالورو، الهند تحت رقم تعريف المؤسسة: U80903KA2011PTC061427 وعنوانها المسجل في الطابق الثاني، ١/٤، برج د، أي بي سي نولدج بارك، طريق بانرغاتا الرئيسي، بنغالورو (بنغالور) أوربان، كرناتاكا، الهند، ٥٦٠٠٢٥ ("المدين")؛

وحيث أن المتنازل يرغب في نقل الدين إلى المتنازل له؛

وحيث أن المتنازل والمتنازل له يرغبان في تنفيذ عملية النقل (كما هو موضح أدناه) اعتبارًا من تاريخ النقل وقد قام كل منهما، لأغراض إدارية وأغراض أخرى، بمعاملة الدين باعتباره ملكية للمتنازل له منذ تاريخ النقل؛

وحيث أنه فورًا وبعد النقل، سيقوم المتنازل بتنفيذ عملية نقل الدين إلى المتنازل له وسيبلغ المدين كتابيًا أنه اعتبارًا من تاريخ الصك أصبح الدين مستحقًا الآن على المدين للمتنازل له وليس للمتنازل.

فبناء عليه، وفي مقابل العهود المتبادلة المنصوص عليها في هذه الوثيقة، وفي مقابل كافة الاعتبارات الأخرى الصالحة والقيّمة، والتي يعترف الطرفان باستلامها وكفايتها بموجب هذه الوثيقة، يتفق الطرفان على ما يلى:

١. التعاريف

لأغراض هذه الاتفاقية، يكون للمصطلحات التالية المعانى الموضحة أدناه:

"الديون المتنازل عنها" تعني أي دين ينشأ عن أو فيما يتعلق باتفاقية القرض المؤرخة ٤ سبتمبر ٢٠٢٣ بين المتنازل والمدين. "المتنازل" يعني ريجو رافيندران.

"المتنازل له" يعنى شركة فويزت لتقنية المعلومات ذ.م.م.

"المقابل" يعني مبلغ خمسة وعشرين مليون وخمسمائة ألف دولار أمريكي فقط (٢٥,٥٠٠,٥٠٠ دولار أمريكي) مستحق الدفع من المتنازل له للمتنازل (أو من ينوب عنه) كما هو محدد في هذه الاتفاقية.

"المدين" يعنى شركة ثينك آند ليرن برايفت ليمتد.

"تاريخ التحويل" يعني الأول من ديسمبر ٢٠٢٣، وهو التاريخ الذي يتم فيه تنفيذ هذه الاتفاقية وتصبح سارية المفعول.

Reg. No. دورارة العدل. وتقدم إلى/من يهمه الأمر" (CENTER - Legal) (CENTER - Legal)

" المترجم: هذه الترجمة صحيحة، وغير قابلة للتصديق لدى وزارة العدل، وتقدم إلى/من يهمه الأمر" "correct translation to be presented "To Whom It May Concern" and it is not subject to ratification by the Ministry of Justice



٢. التنازل عن الدين

يقر المتنازل بموجبه بأنه ينقل ويحول ويتنازل عن جميع حقوقه وملكيته ومصالحه في الدين المتنازل عنه إلى المتنازل له (و/أو من ينوب عنه) بما في ذلك جميع المدفوعات والفوائد والمزايا المستمدة من الدين المتنازل عنه.

يقوم المتنازل بموجبه بنقل وتحويل والتنازل عن جميع حقوق المتنازل وملكيته ومصالحه الناشئة عن اتفاقية القرض المؤرخة ٤ سبتمبر ٢٠٢٣ بين المتنازل وشركة ثينك آند ليرن برايفت ليمتد إلى المتنازل إليه (و/أو من ينوب عنه) ، بما في ذلك، على سبيل المثال لا الحصر، جميع الحقوق في استرداد وإنفاذ و/أو تحويل الدين المتنازل عنه إلى أسهم في (أ) إيبيك! كرييشنز إنك و(ب) تانجيل بلاي إنك، التي يحتفظ بها المدين كما هو منصوص عليه في اتفاقية القرض المنكورة.

يحق للمتنازل له (و/أو من ينوب عنه) الحصول على جميع الحقوق والانتصافات والامتيازات التي يتمتع بها المتنازل بموجب الدين المتنازل عنه، بما في ذلك على سبيل المثال لا الحصر، الحق في تحصيل الدين المتنازل عنه وإنفاذ سداده أو تحويله إلى أسهم عادية في (أ) إيبيك! كرييشنز إنك و(ب) تانجبل بلاي إنك، التي يحتفظ بها المدين، والمقاضاة واسترداد أي مبالغ مستحقة، واتخاذ أي إجراء كان يمكن للمتنازل اتخاذه بموجب شروط الاتفاقية المذكورة أعلاه فيما يتعلق بالدين المتنازل عنه.

٣. تولى التنازل

يقبل المتنازل إليه بموجب هذه الاتفاقية الدين المنتازل عنه ويتولى جميع الحقوق والملكية والمصلحة إلى جانب جميع الالتزامات والواجبات والمسؤوليات الخاصة بالمتنازل فيما يتعلق بالدين المتنازل عنه، اعتبارًا من تاريخ التحويل (دون تحمل أي مسؤولية عن المطالبات أو الالتزامات السابقة أو الحالية أو المستقبلية المتعلقة بالدين المتنازل عنه فيما يتعلق بأي طرف ثالث).

٤. المقابل

في مقابل التنازل عن الدين المتنازل عنه، يوافق المتنازل إليه على ترتيب دفع مبلغ المقابل للمتنازل (أو من ينوب عنه) على دفعة واحدة أو أكثر، من الحساب المصرفي لمديره (السيد/ راجيندران فيلابالات) والذي يجب سداده في موعد أقصاه ٣١ يناير ٢٠٢٤.

٥. التأكيدات والضمانات

يؤكد المتنازل ويضمن للمتنازل إليه أنه يتمتع بالحق والسلطة في التنازل عن الدين المتنازل عنه، وأن الدين المتنازل عنه صالح وقابل للتنفيذ، وأنه لا توجد حالات تقصير أو خروقات بموجب الدين المتنازل عنه، وأنه تم الحصول على موافقة أي طرف ثالث مطلوب للتنازل عن الدين المتنازل عنه.

يؤكد المتنازل له ويضمن للمتنازل أنه يمتلك الحق والسلطة لقبول التنازل وأنه سينفذ كافة الالتزامات بموجب الدين المتنازل عنه وفقاً لأحكامه.

٦. التعويض

يوافق المتنازل على تعويض المتنازل له والدفاع عنه وحمايته من أي مطالبات أو التزامات أو خسائر أو أضرار أو تكاليف أو نفقات (بما في ذلك أتعاب المحاماة المعقولة) الناشئة عن أو فيما يتعلق بأي خرق لتأكيدات المتنازل أو ضماناته أو التزاماته بموجب هذه الاتفاقية.

" المترجم: هذه الترجمة صحيحة، وغير قابلة للتصديق لدى وزارة العدل، وتقدم إلى/من يهمه الأمر"

Ranya Ghantoos



٧. الإشعار للمدين

يتفق المتنازل والمتنازل له على إخطار المدين بهذا التنازل على الفور. وسيتم الإيعاز للمدين بسداد جميع الدفعات المستقبلية على الدين المتنازل عنه مباشرة إلى المتنازل له.

٨. ضمانات إضافية

يتفق الطرفان على تنفيذ وتسليم أية مستندات إضافية واتخاذ أي إجراءات إضافية والتي قد تكون ضرورية بشكل معقول لتنفيذ أحكام وأغراض هذه الاتفاقية.

٩. القانون المعمول به حاكم والاختصاص القضائي

تخضع هذه الاتفاقية لقوانين دولة الإمارات العربية المتحدة وتفسر وفقًا لها وتخضع لاختصاص محاكم دبي (أو محاكمها العليا).

١٠. التعديلات

لا يجوز تعديل هذه الاتفاقية أو تغييرها إلا كتابيًا وبتوقيع كلا الطرفين.

١٠. الاتفاقية الكاملة

تحتوي هذه الوثيقة على الاتفاقية الكاملة بين الطرفين فيما يتعلق بموضوع هذه الوثيقة وتحل محل جميع المفاوضات والتفاهمات والاتفاقيات السابقة (سواء كانت شفهية أو مكتوبة) بين الطرفين فيما يتعلق بها، وليس هناك أي تعهدات أو اتفاقيات أخرى باستثناء ما هو منصوص عليه أو مشار إليه فيها.

١١. النسخ

يجوز تنفيذ هذا الصك على أكثر من نسخة واحدة بنفس قوة التأثير كما لو أن الطرفين وقعا على نسخة واحدة اعتبارًا من اليوم والسنة المذكورين أعلاه في هذا الصك، ويمكن توفير هذه النسخ بالفاكس أو أي وسيلة نقل إلكترونية أخرى، على الرغم من عدم توقيع جميع هؤلاء الأطراف على النسخة الأصلية أو نفس النسخة.

[صفحة التوقيع التالية]





وإشهاداً على ذلك، وقع الطرفان على هذا الصك اعتباراً من التاريخ الموضح أعلاه.

المتنازل ريجو رافيندران التوقيع: (يظهر توقيع) الاسم: ريجو رافيندران

شاهد:

التوقيع: (يظهر توقيع) الاسم: ديفيا جوكولنات

المتنازل له: شركة فويزت لتقنية المعلومات ذ.م.م التوقيع: (يظهر توقيع) الاسم: راجيندران فيلابالاث المنصب: المدير

شاهد:

التوقيع: (يظهر توقيع) الاسم: سايراج أونيكريشنان



ASSIGNMENT DEED

This ASSIGNMENT DEED (the "Deed") is dated and effective as of December 1st, 2023 (the "Transfer Date") by and among the Assignor and the Assignee.

PARTIES

- (1) **Riju Ravindran**, an individual, being an Indian citizen with passport no. Z6728944 of address 43, Yoganarasimha, 14th Main, 15th Cross, HSR Layout, Sector 4, Bangalore, India (the "**Assignor**").
- (2) Voizzit Information Technology LLC, a company registered in Dubai, United Arab Emirates bearing commercial license number 1047170 and DCCI No. 395214 with office address Business Village B Block, Port Saeed, 33846, Dubai, UAE (the "Assignee").

RECITALS

WHEREAS, the Assignor holds the benefit of a loan agreement dated September 4th, 2023 between the Assignor and Think and Learn Private Limited, a company registered in Bengaluru, India under corporate identification number U80903KA2011PTC061427 with registered address 2nd Floor, 4/1, Tower D, IBC Knowledge Park, Bannerghatta Main Road, Bengaluru (Bangalore) Urban, Karnataka, India, 560029 ("Debtor");

WHEREAS, the Assignor wishes to transfer the Debt to the Assignee;

WHEREAS, the Assignor and Assignee have intended to effect the Transfer (as defined below) as of the Transfer Date and have each, for administrative and other purposes, treated the Debt as Assignee's property since the Transfer Date;

WHEREAS, immediately following the Transfer, the Assignor will effect the transfer to the Assignee of the Debt and will inform the Debtor in writing that from the date of the Deed the Debt is now owed and payable by the Debtor to the Assignee and not to the Assignor.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Assigned Debt" means any debt arising out of or related to the loan agreement dated September 4th 2023 between the Assignor and the Debtor.

"Assignor" means Riju Ravindran.

"Assignee" means Voizzit Information Technology LLC.

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"Consideration" means the sum of US Dollars Twenty Five Million Five Hundred Thousand only (USD 25,500,000) payable by the Assignee to the Assignor (or his designee) as specified in this Agreement.

"Debtor" means Think and Learn Private Limited.

"Transfer Date" means December 1st, 2023, the date on which this Agreement is executed and becomes effective.

2. Assignment of Debt

The Assignor hereby assigns, transfers, and conveys to the Assignee (and/or its designee) all of its rights, title, and interest in and to the Assigned Debt, including any and all payments, interests, and benefits derived from the Assigned Debt.

The Assignor hereby further assigns, transfers, and conveys to the Assignee (and/or its designee) all of the Assignor's rights, title, and interest in and arising out of and related to the loan agreement dated September 4th 2023 between the Assignor and Think and Learn Private Limited, including, but not limited to, all rights to recover, enforce and / or convert the Assigned Debt into stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Debtor as contemplated in the said loan agreement.

The Assignee (and/or its designee) shall be entitled to all rights, remedies, and privileges of the Assignor under the Assigned Debt, including but not limited to, the right to collect and enforce payment of the Assigned Debt or to convert the same to common stock of (a) EPIC! Creations, Inc and (b) Tangible Play, Inc. held by the Debtor, to sue for and recover any amounts due, and to take any action that the Assignor could have taken under the terms of the aforesaid agreement pertaining to the Assigned Debt.

3. Assumption of Assignment

The Assignee hereby accepts the assignment of the Assigned Debt and assumes all rights, title, interest along with all obligations, duties, and liabilities of the Assignor related to the Assigned Debt, effective as of the Transfer Date (without assuming any responsibility for past, present, or future liabilities or obligations related to the Assigned Debt with respect to any third party).

4. Consideration

In consideration of the assignment of the Assigned Debt, the Assignee agrees to arrange for the payment to the Assignor (or his designee) of the Consideration, in 1 or more tranches, from the bank account of its director (Mr. Rajendran Vellapalath) which shall be payable no later than January 31st 2024.

5. Representations and Warranties

The Assignor represents and warrants to the Assignee that it has the right and authority to assign the Assigned Debt, that the Assigned Debt is valid and enforceable, that there are no defaults or breaches under the Assigned Debt, and

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that the consent of any third party required for the assignment of the Assigned Debt has been obtained.

The Assignee represents and warrants to the Assignor that it has the right and authority to accept the assignment and that it will perform all obligations under the Assigned Debt in accordance with its terms.

6. Indemnification

The Assignor agrees to indemnify, defend, and hold harmless the Assignee from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to any breach of the Assignor's representations, warranties, or obligations under this Agreement.

7. Notice to Debtor

The Assignor and Assignee agree to promptly notify the Debtor of this assignment. The Debtor shall be instructed to make all future payments on the Assigned Debt directly to the Assignee.

8. Further Assurances

The parties agree to execute and deliver such additional documents and take such further actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

9. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates and shall be subject to the jurisdiction of the courts of Dubai (or its superior courts).

10. Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

11. Entire Agreement

This Deed contains the entire agreement of the parties with respect to the subject matter of this Deed and supersedes all previous negotiations, understandings and agreements (whether oral or written) between the parties relating to the same, and there are no representations, covenants or other agreements except as stated or referred to herein or therein.

12. Counterparts

This Deed may be executed in more than one counterpart with the same effect as if the parties executed one counterpart as of the day and year first above written on this Deed, and such counterparts may be provided by facsimile or other electronic transmission, notwithstanding that all such parties are not signatories to the original or the same counterpart.

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[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Deed effective as of the date first above written.

Assignor

Riju Ravindran

Witnessed by

Assignee Voizzit Information Technology LLC

Name: RAJENORAN VELLAPACATI.

Position: DIRECTOR

Witnessed by

Name: SAIRAJ UNNIKRISHNAN

Exhibit E





إقرار

ىيانات أطراف المعاملة

بیانات مقر					
الاسم نوع الرخصة رقم الرخصة الصفة القانونية					
۱. شركة/مؤسسة/منشأة	1.EV1V.	رخصة تجارية	فويزت لتقنية المعلومات ذ.م.م		

بيانات ممثل المقر					
وثيقة الإنابة	الاسم الجنسية نوع الوثيقة العلاقة وثيقة الإنابة				
رخصة تجارية	شريك و محير	ΥΛ ΕΙ 9 ΥΙΟΕΓΥ 1 ۳Λ 1	هوية	الهند	راجيندران فيلابالات بالاكريشنان ناير فيلابالات

بيانات ممثل المقر					
الاسم الجنسية نوع الوثيقة رقم الوثيقة العلاقة وثيقة الإنابة					
رخصة تجارية	شريك و محير	ΥΛ ΣΙ ϤΥΡ ΟΣΛ · Ί٣ΛΛ	هوية	الهند	بيسى فيليب راجيندران

بيانات ممثل المقر							
وثيقة الإنابة	الاسم الجنسية نوع الوثيقة رقم الوثيقة العلاقة وثيق						
رخصة تجارية	شريك و مدير	VACV-ILJASVA	هوية	الهند	راهول راجيندران راجيندران فيلابالات		

بموجب هذا السند يقر المقر - للمقر له ان وجد- بالصفة المذكورة أعلاه بالتالي: ـ

المقرون-بصفتهم شركاء ومدراء -في شركة (فويزت لتقنية المعلومات ذ.م.م)، دبي (رقم الترخيص - 1047170) نقر بمجب هذا السند بأن الشركة هي المالك الوحيد والحصري لكامل أسهم شركتي إيبك كرييشنز، إنك وتانجبل بلاي، إنك وأصولهما المعنية، بما في ذلك على سبيل المثال لا الحصر www.getepic.com، www.playosmo.com، وجميع التطبيقات المدرجة في متجر التطبيقات ومتجر الألعاب تحت مظلة شركة فويزت لتقنية المعلومات ذ.م.م (مثل ايبك- كتب للأطفال والقراءة، وجميع تطبيقات أوزمو). ويقرون بأن أي فرد، أو كيان، أو طرف ثالث ليس لهم اي سلطة او حق من الوصول إلى أي أسـهِم، أو أصول، أو ملكية فكرية، أو نطاقات، أو شـفرة برمجية، أو براءات اختراع، أو حقوق نشر، أو أسـرار تجارية، أو علامات تجارية تخص شـركتي إيبك كرييشـنز، إنك وتانجبل بلاي، إنك، أو نقل ملكيتها، أو بيعها، أو تعيينها، أو تعديلها. كما يقرون انه لا دخول لكافة مقدمي الخدمات من الأطراف الثالثة، بما في ذلك مسجلي النطاقات (مثل غودادي وغيرها)، مقدمي الخدمات السحابية (مثل جوجل كلاود، ايه دابليو اس وغيرها) ومنصات التطبيقات (متجر أبل للتطبيقات، متجر جوجل للألعاب)، جيت هب، ومنصات الدفع (مثل سـترايب وغيرها)، وفي اتخاذ أي إجراء يتعلق بهذه الكيانات دون موافقة مباشـرة وصريحة ومكتوبة من فويزت لتقنية المعلومات ذ.م.م. ونقرا ن أي طرف لا يمكن ان يحاول القيام بأنشطة أو تعاملات (غير مصرح له بشكل مباشر وصريح بموجب كتابة من شركة فويزت لتقنية المعلومات ذ.م.م) تتعلق بالأسـهم و/أو الأصول التابعة لشركتي إيبك كربيشنز، إنك وتانجبل بلاي، إنك،المسجلة او المملوكة شخصيا من اي الشركاء او تحت اسم الشركة والتوقف الفوري عن هذه الأنشطة والإقرار بملكية شركة فويزت لتقنية المعلومات ذ.م.م القانونية لشركتي إيبك كرييشنز، إنك وتانجبل بلاي، إنك. وتم التأكد من ملكية الاصول المذكورة أعلاه بالوثائق

, - RAJENDRAN VELLAPALATH BALAKRISHNAN NAIR VELLAPALATH- Indian national, EID No. 784197154276386, BISY PHILIP RAJENDRAN- Indian national, EID No. 784197354806388 & RAHUL RAJENDRAN VELLAPALATH, Indian national, EID No. 784200126947587- in our capacity as the partners/shareholders and Managers/Managing Directors in the company Voizzit Information Technology LLC, Dubai (License Number - 1047170) declare hereby by virtue of this deed that the company is the sole and exclusive





owner of the entire stock of Epic Creations, Inc. and Tangible Play, Inc. and their respective assets, including but not limited to www.getepic.com , www.playosmo.com, all the applications listed in app store and playstore under Voizzit Information technology LLC (such as Epic-Kids Books & Reading, and all Osmo apps). Also the acknowledgers declare that any individual, entity, or third party shall not have any right or scope for accessing, transferring, selling, assigning, or modifying any stock, assets, intellectual property, domains, software code, patents, copyrights, trade secrets, or trademarks of Epic Creations, Inc. and Tangible Play, Inc.. And acknowledgers declare that all third-party service providers, including domain registrars (Godaddy etc.), cloud providers (Google cloud, AWS etc.) and application platforms (Apple appstore, Google playstore), Github, payment platforms (Stripe, etc.) shall not possess any right or power for taking any action regarding these entities without Voizzit's direct, express, written consent. And acknowledgers declare that no third parties or entities can attempt activities or dealings (that are not directly and expressly authorized in writing by Voizzit Information Technology LLC) involving the stock and /or assets of of Epic Creations, Inc. and Tangible Play, Inc. that are owned and registered by individually or collectively or under the company name and desist and recognize Voizzit Information Technology LLC's lawful ownership over Epic Creations, Inc. and Tangible Play, Inc..and the ownership of the above mentioned assets was confirmed with the documents







التوقيع ت	تاريخ و وقت التوقيع تاريخ و وقت الحضور	اسم الطرف/النائب
	15:10:50 15-11-2024	راجيندران فيلابالات بالاكريشنان ناير فيلابالات (نائب رقم 1 للمقر رقم 1)
	15:11:01 15-11-2024	بيسـى فيليب راجيندران (نائب رقم 1 للمقر رقم 1)
	15:11:12 15-11-2024	راهول راجيندران راجيندران فيلابالات (نائب رقم 1 للمقر رقم 1)











الكاتب العدل الخاص (فيصل سالم للمحاماة والاستشارات القانونية)



رقم الطلب: ٢٠٢٤/٤٧٣٥١٥

رقم الإيصال: ٢٠/٢٤/٦٦٨٦٣٦

رقم المحرر: ١٣٨٨٨٣٧/١/٢٠٢٤

تاريخ الإصدار: ١٥-١١-٢٠٢٤

الكاتب العدل فيصل سالم فيروز سالم



www.dc.gov.ae

للتأكد من صحة المحرر يمكنك مسح هذا QR أو استخدام موقع محاكم دبي

تمت المصادقة على التوقيع باستخدام تقنيات التعاملات الرقمية.



Exhibit F

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Asia's global private bank

Bank of Singapore Limited

63 Market Street #22-00, Bank of Singapore Centre, Singapore 048942 T: +65 6559 8000 F: +65 6559 8180 Company Registration Number 197700866R GST Registration Number M200265939

RAJENDRAN VELLAPALATH

Debit Advice

UNITED ARAB EMIRATES

Reference No : OTCR-FT24022DYK28

Date Portfolio No

Page

: 1 of 1

Funds Transfer - Debit

We confirm that the following amount has been debited from your account with details as follows:

Beneficiary : BYJU RAVEENDRAN

Account with

Payment Details : LOAN AGAINST SHARES

Value Date : 22-Jan-2024

Amount : USD 6,000,000.00

Add Commission : USD 30.00

Total Amount USD 6,000,030.00 This page is intentionally left blank

Case 24-50233-JTD Doc 24-1 Filed 12/01/24 Page 35 of 83



Asia's global private bank

Bank of Singapore Limited

63 Market Street #22-00, Bank of Singapore Centre, Singapore 048942 T: +65 6559 8000 F: +65 6559 8180 Company Registration Number 197700866R GST Registration Number M200265939

RAJENDRAN VELLAPALATH

UNITED ARAB EMIRATES

Reference No : OTCR-FT233629S0D6 Date

Portfolio No

Debit Advice

: 28 December 2023

Page : 1 of 1

Funds Transfer - Debit

We confirm that the following amount has been debited from your account with details as follows:

Beneficiary : BYJU RAVEENDRAN

Account with

Payment Details : LOAN AGAINST SHARES

Value Date : 28-Dec-2023

Amount : USD 3,500,000.00

Add Commission : USD 30.00

Total Amount USD 3,500,030.00 This page is intentionally left blank

Case 24-50233-JTD Doc 24-1 Filed 12/01/24 Page 37 of 83



Asia's global private bank

Bank of Singapore Limited 63 Market Street #22-00, Bank of Singapore Centre, Singapore 048942 T: +65 6559 8000 F: +65 6559 8180 Company Registration Number 197700866R GSI Registration Number M200265939

RAJENDRAN VELLAPALATH

Debit Advice

UNITED ARAB EMIRATES

Reference No : OTCR-FT233606HTP6

Date : 26 December 2023

Portfolio No

Page : 1 of 1

Funds Transfer - Debit

We confirm that the following amount has been debited from your account with details as follows:

Beneficiary : BYJU RAVEENDRAN

Account with

Payment Details : LOAN AGAINST SHARES

Value Date : 26-Dec-2023 Amount : USD 6,000,000.00

Add Commission : USD 30.00

Total Amount USD 6,000,030.00 This page is intentionally left blank

Case 24-50233-JTD Doc 24-1 Filed 12/01/24 Page 39 of 83



Bank of Singapore Limited

63 Market Street #22-00, Bank of Singapore Centre, Singapore 048942 T (65) 6559 8000 F (65) 6559 8180 Company Registration Number 197700866R GSI Registration Number M200265939

RAJENDRAN VELLAPALATH

Debit Advice

DUBAI UNITED ARAB EMIRATES

Reference No : OTCR-FT23335BLRRY

Date : 10

: 1 December 2023

Portfolio No

No :

Page : 1 of 1

Funds Transfer - Debit

We confirm that the following amount has been debited from your account with details as follows:

Beneficiary : BYJU RAVEENDRAN

Account with

Payment Details : TO BYJU RAVEENDRAN AS A LOAN

AGAINST SHARES

Value Date : 01-Dec-2023

Amount : USD 6,000,000.00

Add Commission : USD 30.00

Total Amount USD 6,000,030,00

This page is intentionally left blank

EMIRATES ISLAMIC BANK ,EI NAD AL SHIBA

DATE:11-11-2024

PAGE:1

TYPE : CURRENT ACCOUNT A/C NO : USD USD

IBAN :

020

MR..RAJENDRAN VELLAPALATH

Customer TRN:



DUBAI UNITED ARAB EMIRATES

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-11-2023 to 31-10-2024

DATE	PARTICULARS	WITHDRAWALS	DEPOSITS	BALANCE
	BROUGHT FORWARD			0.00Cr
31-01-2024			4,000,000.00	4,000,000.00Cr
01-02-2024	3 nullnull@3.6800		271.74	4,000,271.74Cr
01-02-2024	TELEGRAPHIĆ TRANSFER BPM TT REF: EPHCOB032031CCHE USD 4000000 BYJU RAVE ENDRAN	4,000,000.00		271.74Cr
			2	

Page Total	4,000,147.24	4,000,371.74	224.50Cr
Grand Total	4,000,147.24	4,000,371.74	224.50Cr

Exhibit G

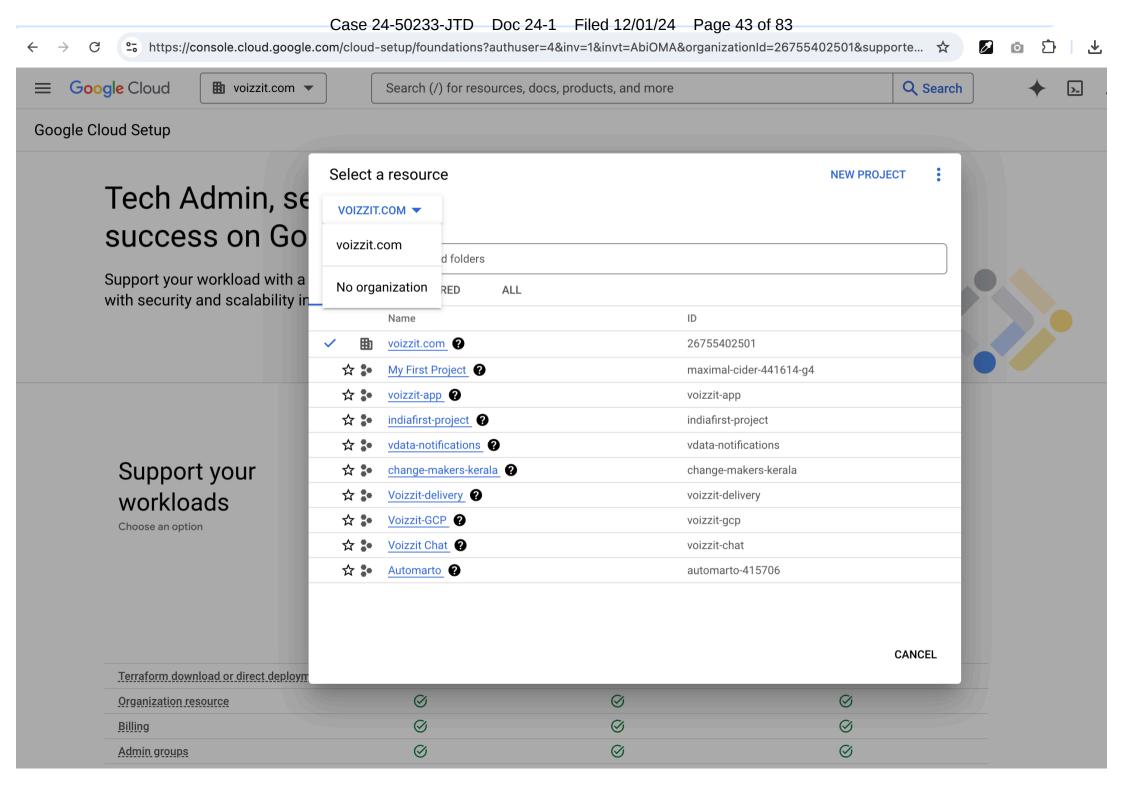


Exhibit H

[Cloudflare]: Break Glass used to access Cloudflare Account (External) >







to me -

Cloudflare <noreply@notify.cloudflare.com>

Thu, Nov 21, 9:07 PM (6 days ago)





tobi@cloudflare.com used Break Glass to login as kavitha@voizzit.com with editing permission. This means tobi@cloudflare.com accessed the account with the ability to make changes. Editing permission was not approved on the dashboard.

Review the Audit Log to see the changes made.

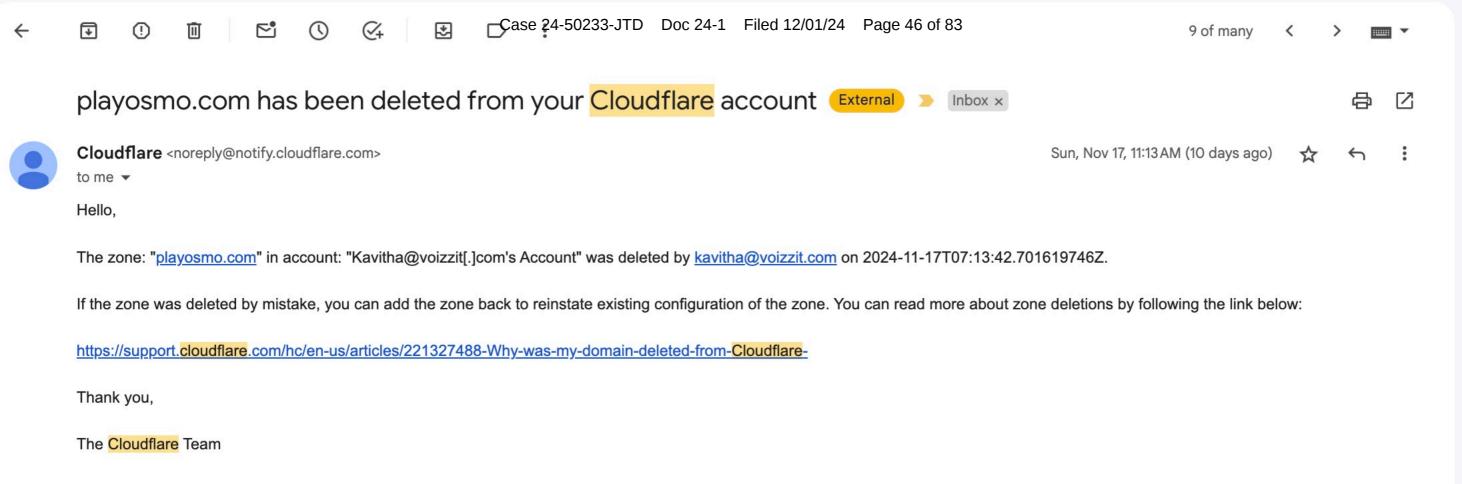
tobi@cloudflare.com provided the following details:

Customer Contact: Trustees of Epic Creation Inc Reason: https://jira.cfdata.org/browse/SUP-12699

If this is unexpected, contact your account team or visit https://dash.cloudflare.com/?to=/:account/support as soon as possible. We have also notified all Super Administrators of accounts that tobi@cloudflare.com has access to.

Thanks,

The Cloudflare Team



← Reply

→ Forward

[Cloudflare]: Break Glass used to access Cloudflare Account (External) >







Cloudflare <noreply@notify.cloudflare.com>

Thu, Nov 21, 9:07 PM (6 days ago)





to me -

tobi@cloudflare.com used Break Glass to login as kavitha@voizzit.com with editing permission. This means tobi@cloudflare.com accessed the account with the ability to make changes. Editing permission was not approved on the dashboard.

Review the Audit Log to see the changes made.

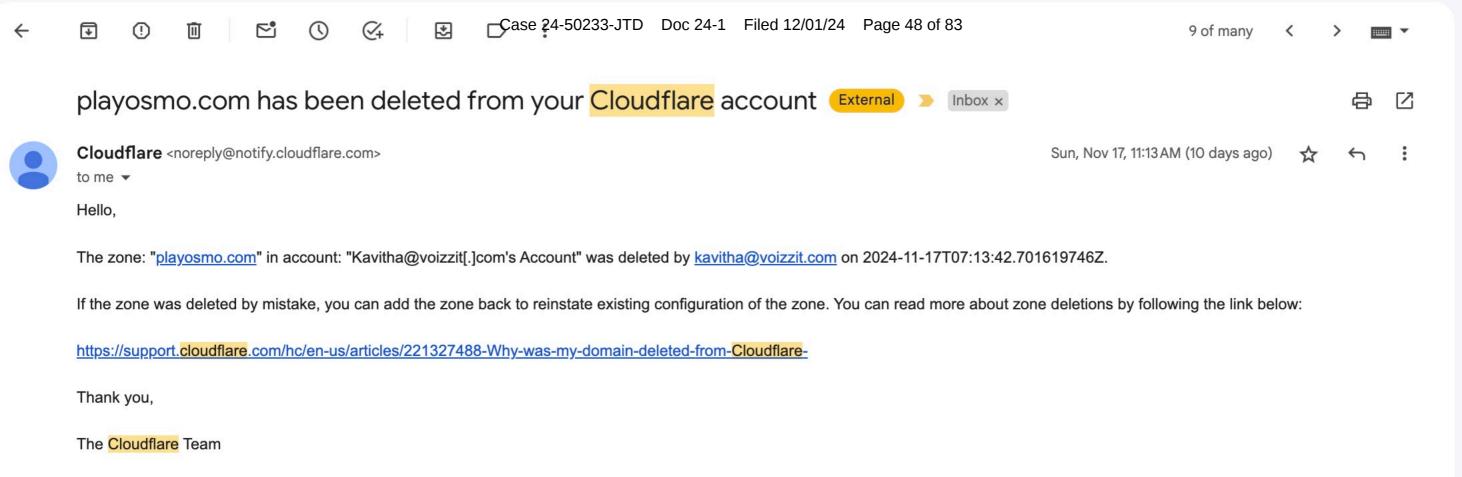
tobi@cloudflare.com provided the following details:

Customer Contact: Trustees of Epic Creation Inc Reason: https://jira.cfdata.org/browse/SUP-12699

If this is unexpected, contact your account team or visit https://dash.cloudflare.com/?to=/:account/support as soon as possible. We have also notified all Super Administrators of accounts that tobi@cloudflare.com has access to.

Thanks,

The Cloudflare Team



← Reply

→ Forward

Exhibit I







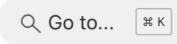


English









+ Add ▼

Support ▼









•



Stream







Members

Account API Tokens

Audit Log

Billing

Configurations

Collapse sidebar

Manage Account

Audit Log

See the history of changes made within this account.

User

Audit log documentation ☐



Include user level activity ①

Oct 28, 2024 \rightarrow Nov 27, 2024

Q Q

Domain

Search

Download CSV

Date▼	Action	User	Domain	
Nov 27, 2024	Login	kavitha@indiafirst.com	Account	•
Nov 21, 2024	Leave org	jgrall@novo-advisors.com	Account	•
Nov 16, 2024	Join org	kavitha@indiafirst.com	Account	•
Nov 16, 2024	Login	kavitha@indiafirst.com	Account	•
Nov 16, 2024	MFA enabled	kavitha@indiafirst.com	Account	•
Nov 16, 2024	Signup	kavitha@indiafirst.com	Account	•
< > 1 to 6				



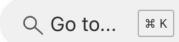










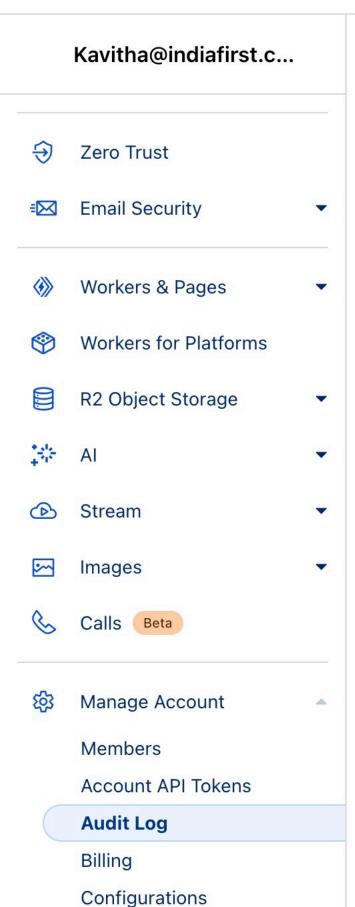


+ Add ▼

Support

English





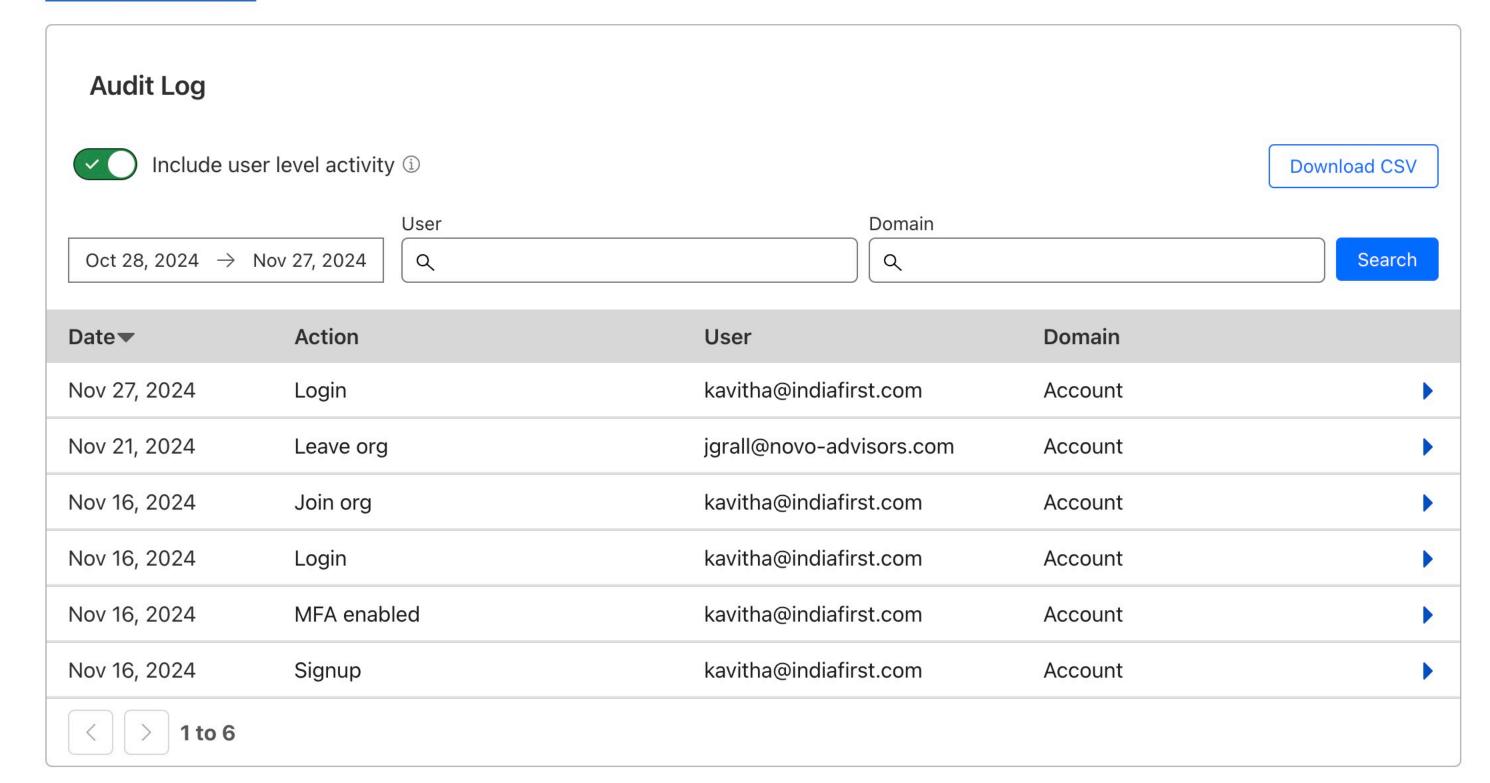
Collapse sidebar

Manage Account

Audit Log

See the history of changes made within this account.

Audit log documentation ☐



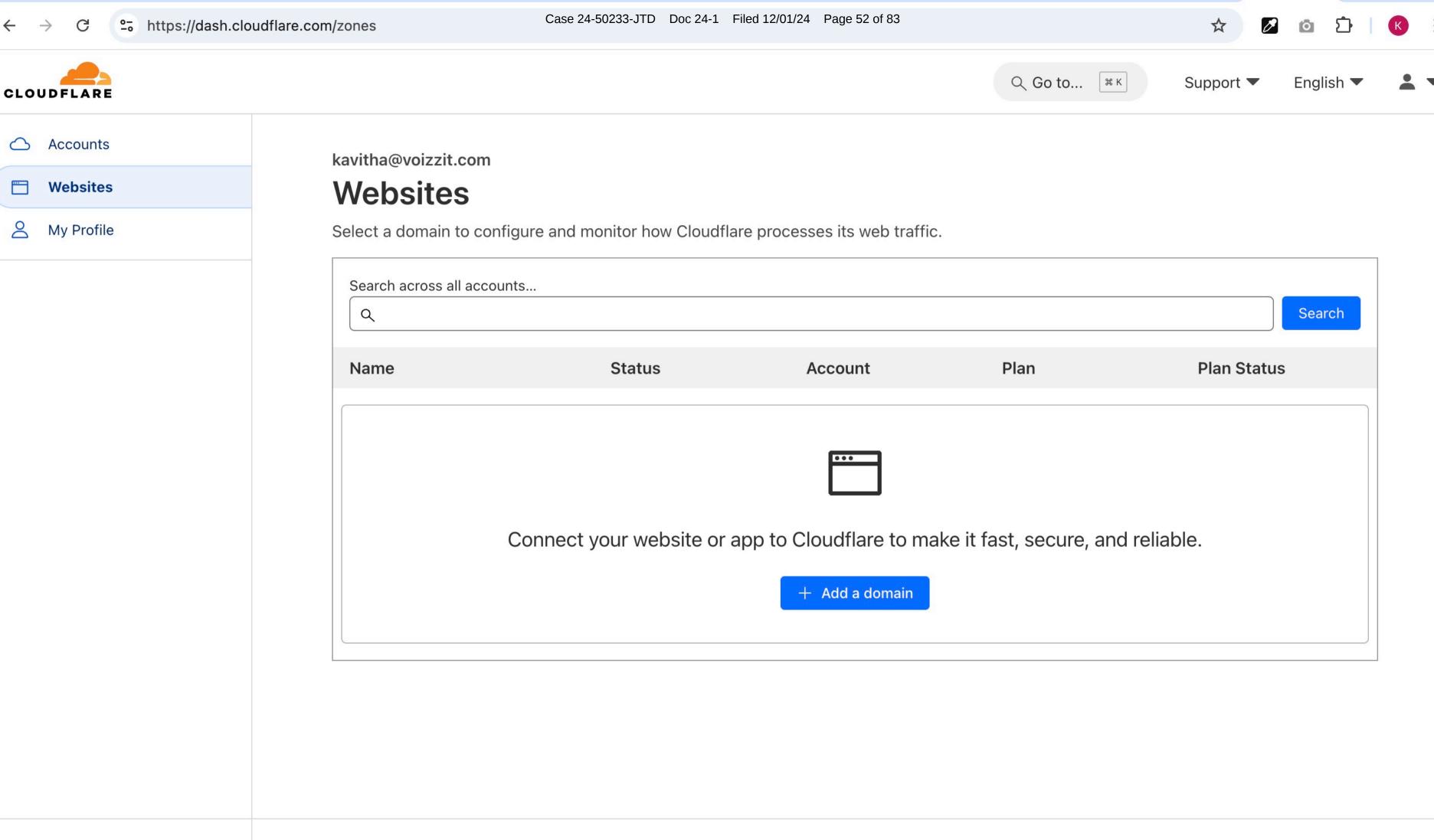


Exhibit J











Stripe <notifications@stripe.com>

Fri, Oct 25, 1:13 AM

stripe

Hello,

This is just to let you know that you have successfully transferred ownership of the VOIZZIT INFORMATION TECHNOLOGY L.L.C Stripe account to jgrall@novo-advisors.com.

If you need any help or have any questions you can learn more about account ownership on our support site.

Best,

The Stripe team

This email relates to your VOIZZIT INFORMATION TECHNOLOGY L.L.C Stripe account.

Account ID: acct_1Q27TQBNCAhhXgkx

Need to refer to this message? Use this ID: em_woynzwhzutrbzbrjock2j1djyc9znl



Management Voizzit <management@voizzit.com>

Re: I can't log in with my verification code and have lost my backup code.

8 messages

Stripe Support <support@stripe.com>
To: "kavitha@voizzit.com" <kavitha@voizzit.com>

Fri, Oct 25, 2024 at 12:31 PM

Hi Kavitha,

Thanks for reaching out. I understand that you're reporting an email change on the account. I'll be glad to look into this further with my team.

As soon as we have an update, we will get in touch with you as soon as possible. In the meantime, please feel free to let us know if you need anything else.

Best, Caroline

----- Original Message ------

From: [kavitha@voizzit.com] Sent: 10/25/2024, 12:04 AM To: support@stripe.com

Subject: I can't log in with my verification code and have lost my backup code.

Subject: Urgent Action Required Regarding Unauthorized Transfer of Stripe Account Ownership

To Manager on DUTY,

We are writing to formally bring to your attention a matter of grave concern. On [date], we received an email addressed to kavitha@voizzit.com, indicating that the ownership of our Stripe account (Account ID: acct_1Q27TQBNCAhhXgkx) has been transferred to jgrall@novo-advisors.com without our authorization or consent.

We hereby state unequivocally that no authorization has been granted by Voizzit Information Technology L.L.C. for the transfer of ownership of the aforementioned account to any third party or individual. The transfer is, therefore, considered to be fraudulent and unauthorized.

In light of the above, we request that you immediately and urgently revoke the said ownership transfer and restore the account ownership to Voizzit Information Technology L.L.C. Furthermore, we ask that a thorough investigation be initiated into this matter to ascertain the circumstances surrounding this unauthorized action.

The below email is what we received on our email from Stripe

This email relates to your VOIZZIT INFORMATION TECHNOLOGY L.L.C Stripe account. Account ID: acct_1Q27TQBNCAhhXgkx Need to refer to this message? Use this ID: em_woynzwhzutrbzbrjock2j1djyc9znl

We expect prompt action on this matter to prevent any further unauthorized access or activity in relation to our account.

Yours sincerely, Kavitha Jagannathan Chief Product Officer Voizzit Information Technology L.L.C.

Kavitha Jagannathan <kavitha@voizzit.com>

To: Stripe Support <support@stripe.com>

Cc: Rajendran Vellapalath <rajendran@voizzit.com>, Nijo Jose <nijoj@voizzit.com>

Hi Caroline,

Fri, Oct 25, 2024 at 12:45 PM

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Could you please provide an estimated timeline for resolving this issue? As mentioned in chat support, we have critical payments pending, and the current situation—where the account owner is unable to access the system—not only poses a financial risk but also represents a severe security breach within the Stripe system.

The ownership of our account was transferred without any notification to the account owner, compromising both the security and integrity of our financial data. Ensuring the rightful account owner has immediate access and control is crucial to maintaining our business continuity and financial safety.

We appreciate your urgent attention to this matter and look forward to a prompt resolution.

Regards,

Kavitha Jagannathan Chief Product Officer Voizzit Information Technology L.L.C.

[Quoted text hidden]

Hi there,

Stripe Support <support@stripe.com>

To: "kavitha@voizzit.com" <kavitha@voizzit.com>

Thanks for reaching out. Your case was escalated to us. We are looking into this and will revert with an update as soon as possible.

Best, Stripe Priority Support

[Quoted text hidden]

Kavitha Jagannathan <kavitha@voizzit.com>

To: Stripe Support <support@stripe.com>

Cc: Rajendran Vellapalath <rajendran@voizzit.com>

Hi Team,

Could you please give me the details of why this has happened? When can this be resolved?

Regards, Kavitha

[Quoted text hidden]

Kavitha Jagannathan <kavitha@voizzit.com>

To: Stripe Support <support@stripe.com>

Cc: Rajendran Vellapalath <rajendran@voizzit.com>

Hi Team,

Could you please provide us with an update on the issue?

Regards, Kavitha

[Quoted text hidden]

Kavitha Jagannathan <kavitha@voizzit.com>

To: Stripe Support <support@stripe.com>

Cc: Rajendran Vellapalath <rajendran@voizzit.com>

Hi Team,

Could you please give me the details of why this has happened? When can this be resolved?

Regards, Kavitha Sat, Oct 26, 2024 at 10:00 AM

Fri, Oct 25, 2024 at 9:35 PM

Fri, Oct 25, 2024 at 4:22 PM

Fri, Oct 25, 2024 at 5:06 PM

[Quoted text hidden]

Kavitha Jagannathan <kavitha@voizzit.com>

Mon, Oct 28, 2024 at 12:04 PM

To: Stripe Support <support@stripe.com>
Co: Rajendran Vellapalath <rajendran@voizzit.com>

Hi Team,

This is a follow-up regarding the serious issue we reported three days ago concerning the unauthorized transfer of ownership for our Stripe account (Account ID: acct_1Q27TQBNCAhhXgkx). To date, we have received neither an update nor an explanation from your team regarding this matter.

To reiterate, we have not granted authorization for this transfer, and the email we received indicating a change in account ownership to <code>jgrall@novo-advisors.com</code> was entirely unexpected and unauthorized. As stated, Voizzit Information Technology L.L.C. has not approved any third-party access to this account. The absence of a response or corrective action from your end is concerning and leaves us vulnerable to further unauthorized activity.

If we do not receive a clear explanation and resolution immediately, we will have no choice but to pursue this matter through legal channels to protect our interests and the security of our account.

We trust that this email conveys the urgency of the situation, and we expect your prompt response to restore our account's ownership to Voizzit Information Technology L.L.C. and to address the security breach appropriately.

Thank you for your immediate attention to this matter.

Regards, Kavitha

[Quoted text hidden]

Stripe Support <support@stripe.com>

Mon, Nov 4, 2024 at 1:10 AM

To: "kavitha@voizzit.com" <kavitha@voizzit.com>
Cc: "rajendran@voizzit.com" <rajendran@voizzit.com>

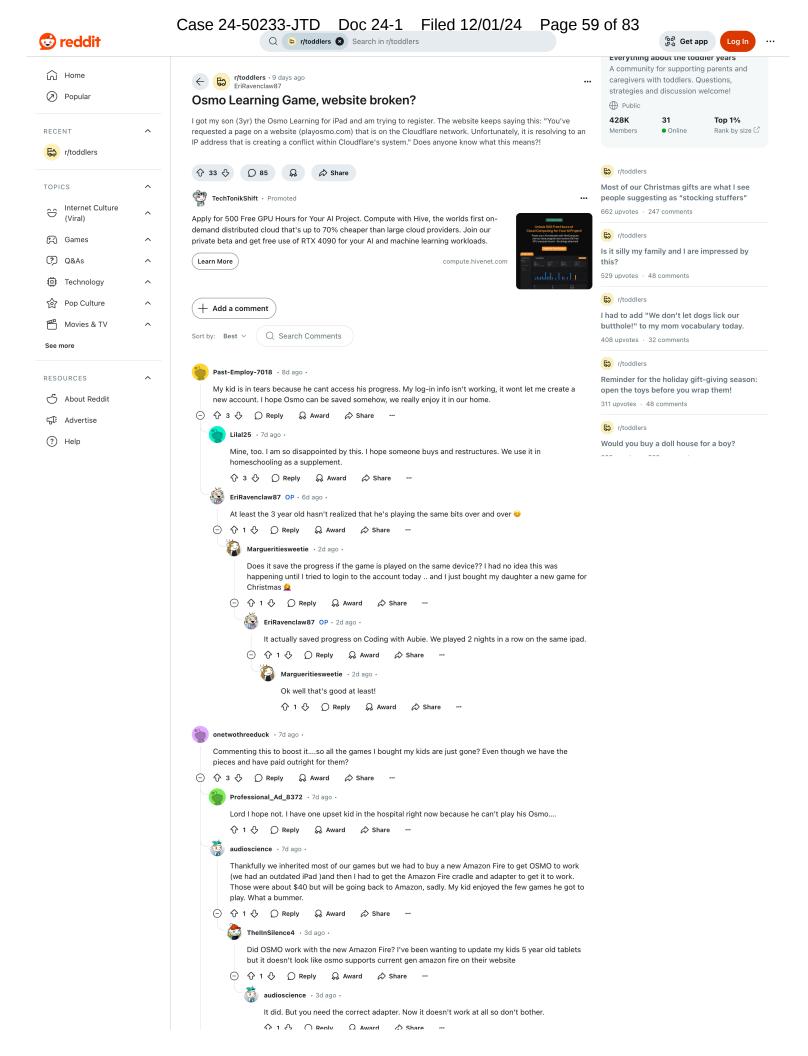
Hi Kavitha,

I can confirm that the account is the subject of a bankruptcy proceeding and that you should reach out to the trustee for more information. Here's the trustee's email address: cSpringer@novo-advisors.com.

Best,

Stripe Support [Quoted text hidden]

Exhibit K



Case 24-50233-JTD -- Doc-24-1 -- Filed 12/01/24 Page 60 of 83 👰 Agottula • 7d ago • I am able to get my kid on to play but no longer has an account so no saved progress. You can click skip at the create account screen and it brings you into the game. At least the couple I tried. We have so many of these and I'm so sad, was looking forward to using the math ones with my second kid too 👲 Award ⇔ Share Able-Meringue6796 · 5d ago · I believe it's more the games where you have to save progress? I think? canadianveggie · 6d ago · This wouldn't be so bad if the Osmo games saved progress locally and only synced to the cloud periodically. Unfortunately, bad design decisions means the games are largely unplayable without a login to the remote server, and those are dead right now. I wonder if it's possible to hack something together to unbrick these. ♦ 3 ♦ Papely Award Share ... geddesclan • 9d ago This was posted on Wikipedia: On January 25, 2024, lenders began bankruptcy proceedings against Osmo's parent company Byju's in an effort to repay its loans.[5] On February 1, 2024, Byju's U.S. division filed for Chapter 11 bankruptcy in Delaware. Byju's would raise around \$200 million in an effort to clear "immediate liabilities" and for other operational costs,[6] ♦ 2 ♣ 🔘 Reply 🚨 Award 🖒 Share EriRavenclaw87 OP • 9d ago • Oh no!! \bigcirc 1 \bigcirc Reply \bigcirc Award \bigcirc Share Emotional_Second_701 · 9d ago · Oh no! I was worried about this. I have spent hundreds on it for 2nd and 3rd grade homeschool supplemental curriculum. Can I get my money back if I can't use it? Probably not if that's the case. $\diamondsuit \ 1 \ \diamondsuit \quad \bigcirc \ \mathsf{Reply} \qquad \ \ \, \diamondsuit \ \mathsf{Award} \qquad \ \ \, \diamondsuit \ \mathsf{Share} \qquad \cdots$ CommissionHefty3444 · 7d ago · CRAP!!! I have over 30 bases and 15 copies of EVERY ed game and now I can't use most of them because it won't save the kid's progress at school. This is bullshit! Thousands of dollars wasted. \bigcirc 1 \bigcirc Reply \bigcirc Award \Rightarrow Share Marutaroo · 8d ago · OSMO's parent company BYJU is filing for bankruptcy. It seems that the platform will no longer be supported audioscience • 7d ago • Well crap. We just invested in an Amazon fire for our kid because our friends gifted us a bunch of games. What a waste. Lol. At least we can try other games out and stuff. EriRavenclaw87 OP · 6d ago · Same. We just got an iPad (new) and all the osmo sets (used, but still...). There's another, Tacto, I found that has physical things that interact with the iPad, cuz I don't want it to be straight screen time, even if it is learning. But I'm a little gunshy to buy a new system right now. \bigcirc 2 \bigcirc Reply \bigcirc Award \Rightarrow Share 🎑 anirbas_1110 · 8d ago · I came here for answers.... I just bought an Osmo kit couple weeks ago, can't created new account and now the website doesn't work.... tooclosetocall82 · 7d ago · It's criminal that places are still selling the kits. Luckily you can play without an account but it doesn't save progress afaik. Shleepie • 7d ago • Can you share how we can play without logging in? As soon as I open any of the Osmo apps it asks for account info. tooclosetocall82 • 7d ago • There's a skip button in the top right corner of the screen that asks you to sign in. You have to press it every single time you open a game.

A 2 A Chara

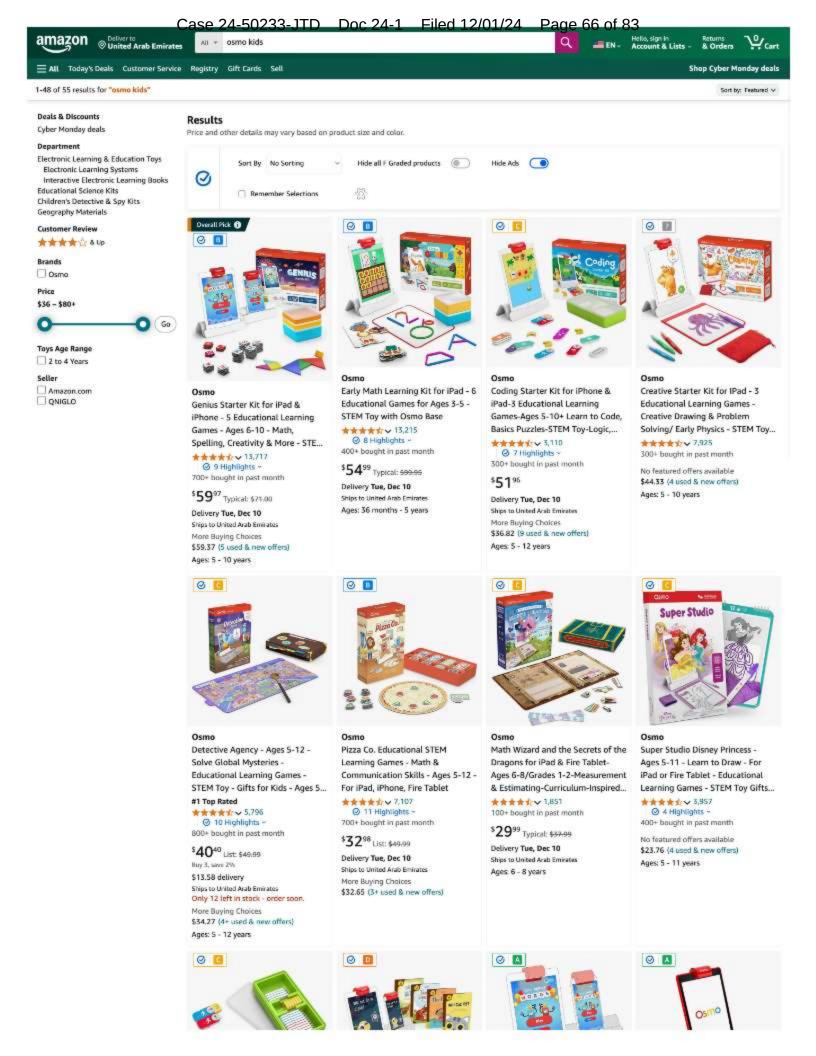
Yes the website has been funny for a few weeks! First the pictures weren't working and now this! I have been

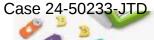
Case 24-50233-JTD Doc 24-1 Filed 12/01/24 Page 62 of 83 SoggyAnalyst · 8d ago · When you say the picture.. do you mean when you're using osmo minster? Because we were trying to use it today and it would only occasionally taking pictures of what we were drawing **AnnieB_1126** ⋅ 8d ago ⋅ No, sorry. The pictures on the website! ♦ 1 ♦ Paper Amand Share atomictrolley • 9d ago • same thing here, has me worried, couldn't create the account, or use an existing ♦ 1 ♦ O Reply Q Award 🖒 Share ... [deleted] · 9d ago · Same here. We use Osmo intensively at our school (special needs education). I hope they didn't go out of business or anything... **Yuno_1010** → 6d ago → They did go out of business and are bankrupt ♦ 3 ♣ ♠ Reply ♣ Award ♠ Share EnegizerBunny · 8d ago · Oh man I suddenly couldn't login and my kid is confused too. So it's likely they haven't paid their bill to cloud \bigcirc 1 \bigcirc Reply \bigcirc Award \rightleftharpoons Share ... SatelliteCat · 8d ago · Ugh. I'm so sad. We pulled ours out today to play, and nothing works! So bummed to find this out. I hope someone buys it out as it genuinely was a good product. + 1 more reply ImpressiveQ3055 • 7d ago • We have Osmo ABCs and it would not let me login in either. However it let me bypass by clicking skip, so we can access the content. However we can't access any saved progress. Bummer 🌠 🛮 hylyph 🕠 7d ago 🕟 Me 2 ♦ 1 ♦ Paply Award A Share theNightcomer • 7d ago • Same here, no reset password option. Can't login nor create new account. The parent account on my phone is working though, won't risk it and log it. The kids can't continue their progress in games because of this issue ♦ 1 ♣ ♠ Reply ♣ Award ♣ Share kfracman · 7d ago · Ugh I came to Reddit for why my email isn't "valid" and found this. This has been such a cool platform for my boys and now every time they'll have to start from scratch. This is so sad. Able-Meringue6796 · 5d ago · SAME! Ugh. Now I have a bunch of landfill junk. \bigcirc 1 \bigcirc Reply \bigcirc Award \Rightarrow Share missbri24 · 7d ago · Sad day. I've been searching for answers the past week when my son came crying to me that he thought he had broken the Osmo : (I loved having one kiddo use it while I homeschooled another. Are their any similar products/programs out there that people have seen or recommend? EriRavenclaw87 OP - 7d ago -I found something on Amazon called Tacto. Seems similar. https://www.amazon.com/stores/page/49617D0D-D731-43C8-B568-A7560A848FC7? ref =cm sw r apann ast store HSF2SV125D0VAC2DXDJV&store ref=bl ast dp brandLogo sto Lilal25 · 7d ago · Thia daga lagi, niga - h. . + 1 hata ta thua... nagua nagua... at nagua *llat. . ££11 - 🕰*

Case 24-50233-JTD....Doc.24-1....Filed 12/01/24 Page 63 of 83 Diamondhandtendieape - 3d ago -We have a few of the Tacto games and like them. They've been MIA since our move and just found them last weekend. The kids remembered them and were excited. The globe wasn't a big hit, but the game board is their favorite. EriRavenclaw87 OP - 3d ago -Oooh, good to know. I was eyeing the doctor game and the piano. ↑ 1 ♦ ♠ Reply ♠ Award ♠ Share … This is exactly what we do, too. We have several sets. So disappointing. And that they didn't give any \bigcirc 1 \bigcirc Reply \bigcirc Award \rightleftharpoons Share ... Scottiiboyii • 7d ago • Cannot login either. Their website is down, all progress lost. Hopefully this gets resolved ClerkReasonable9456 · 7d ago · I'm joining many others here to express my disappointment. We have most of the Osmo games, some of which I haven't even introduced to my kids yet. We use these games as part of our homeschool curriculum, and they've been a wonderful educational tool. My kids are incredibly upset that they can no longer access their saved progress, which was a big part of their learning experience and enjoyment. Osmo has been such an innovative platform, and my children always looked forward to playing these games. I sincerely hope someone can step up to revive and support this platform-it holds so much potential and has brought so much value to families like ours. sokarcapasha · 6d ago · It savs email not found! \bigcirc 1 \bigcirc Reply \bigcirc Award \bigcirc Share Jeepnaturallife · 6d ago · I'm heart broken for my kids who loved Osmo but also really mad because of all the money I've spent on their products! What learning game do I go to next? ⊝ 分 1 ↔ O Reply Q Award ⇔ Share EriRavenclaw87 OP · 6d ago · I found one called Tacto on Amazon, but I don't want to buy it yet. I want to wallow in the loss of Osmo \bigcirc 1 \bigcirc \bigcirc Reply \bigcirc Award \bigcirc Share 🤵 audioscience 🕠 6d ago 🕡 I'm surprised there is not an Osmo subreddit. That said, this article from a few days ago is relevant. Apparently, the CEO/founder is very sketchy. What a bummer to have such a good product run into the ground by a douche. https://finance.yahoo.com/news/byju-founder-told-ally-flee-225541548.html \bigcirc \bigcirc 1 \bigcirc \bigcirc Reply \bigcirc Award \bigcirc Share ... sarahekcarlson • 3d ago • Thanks for this link. Boo on Byju. Let's hope someone with more ethical business practices buys the company. ♦ 3 ♦ Papely Award Share ... sparklerainbo · 6d ago · We are also gutted it wont work. I hope the issue gets resolved but I doubt it. gamecrusader · 6d ago · Wow, just turned on Osmo for my daughter for the first time in a while and low and behold we are just now discovering this. What a huge disappointment. (+) [deleted] · 5d ago · No-Diamond2347 · 5d ago · What a bummer. I came here for answers like most of you. I had just purchased new kits as Christmas presents on Amazon during Prime week and luckily could return in the window (tomorrow was the last day). I subsequently returned the entire kit via Amazon customer service, as I only bought it in September and they fully refunded the purchase. I told them how upset my son was and I think they threw me a bone. \bigcirc 1 \bigcirc Reply \bigcirc Award \bigcirc Share

Case	24-5	0233-	JTD	Doc 24	4-1	Filed 12/01	/24	Page 64 of 83
EnegizerBunny · 5d ago ·								
Ĭ	So does anyone knows the expected timing for osmo to resolve this issue? Or if it will get resolved?							
Θ	☆ 1◆	Reply	Q Award	⇔ Share	•••			
	+ [delet	ed] • 4d ago •						
	Puzzleheaded_Bar6490 · 5d ago ·							
	Maybe they need to hire some of the kids that aced their games to run their business							
	⊕ 1 ⊕	Reply	Q Award	⇔ Share	•••			
	B4rringt0n · 2d ago · It looks like John Lewis is no longer selling it. I can only see a small carry case, but no games. Not a good sign							
	☆ 1 ♣	Reply	Q Award	⇔ Share				
3	West-Quit2685 • 19h ago • Well I have had Osmo for a few years and it is shame I cannot longer login. They should notify users of these issues and I agree that they need to stop selling them if they are going out of business. The way these were designs to be use requieres a login to save progress on some cloud/server, is they are no longer going to support the login end of things they need to stop selling them now							
	☆ 1 ♣	○ Reply	Q Award	⇔ Share				
3	Delicious-Move-4844 · 15h ago · Same experience and I don't know how to reach to the Osmo I left message on its website also							
	☆ 1 ♣	Reply	Q Award	⇔ Share	•••			
**	NoodleMonkeyHead · 14h ago ·							
	I have hundreds of dollars invested in osmo, and my school district that I worked in bought thousands of dollars worth of products as well. Now it's all paper weights.							
	☆ 1 ♣	Reply	Q Award	⇔ Share				

Exhibit L





Coding Family Bundle for iPhone, iPad & Fire Tablet - 3 Educational Learning Games - Ages 5-10+ -Coding Jam, Coding Awbie, Codin...

****** 1,605 @ 16 Highlights -

200+ bought in past month

\$44⁰⁰ Typical: \$49.00

Delivery Tue, Dec 10 Ships to United Arab Emirates Ages: 5 - 12 years

Doc 24-1

Reading Adventure - Beginning to Read for iPad & iPhone + Access to 4 More Books - Ages 5-7 - Builds Reading Proficiency, Phonics,...

★★★★☆ ~ 442 @ 1Z Highlights -

200+ bought in past month

No featured offers available \$44.20 (14 used & new offers). Ages: 36 months - 7 years

Genius Words for iPhone, iPad & Fire Tablet - Ages 6-10 - Interactive Letter Recognition, Phonics, Sight Words & Spelling - Educational...

**** 2,893

Filed 12/01/24 Page 67 of 83

300+ bought in past month

\$2799 List: 629-99

Delivery Tue, Dec 10 Ships to United Arab Emirates More Buying Choices \$26.36 (3 used & new offers)

Osmo

Base for Fire Tablet - Educational Learning Games for Boys & Girls-Physics, Drawing & more-STEM Toy Gifts for Kids-Ages 3 4 5 6 7 8 9 1...

***** 4,689 Ø 5 Highlights -

100+ bought in past month

No featured offers available \$19.00 (2 used & new offers) Ages: 5 - 12 years



Osmo

Genius Tangram for iPhone, iPad & Fire Tablet - Ages 6-10 - Use Shapes/Colors to Solve for Visual Puzzles (500+) Educational...

★★★★☆~ 1,069 ○ 1 Highlights -

100+ bought in past month

\$1499 List: \$29.99

Delivery Tue, Dec 10 Ships to United Arab Emirates Ages: 6 - 10 years



Osmo

Little Genius Sticks & Rings-2 Educational Learning Games -Ages 3-5-Imagination,Letter Formation & Creativity-For iPad or Fire Tabl...

***** 2881 ○ 7 Highlights -

100+ bought in past month

\$34⁹⁹ List: \$39.99

Delivery Wed, Dec 11 Ships to United Arab Emirates More Buying Choices \$34.98 (5 new offers) Ages: 36 months - 5 years



BYJU'S Learning: Disney 1st Grade Premium Edition for iPhone & iPad (App+8 Workbooks) Ages 5-7, Featuring Disney & Pixar...

★★女☆マ 588 Ø 6 Highlights -50+ bought in past month

\$3099 Typical: \$115.22

Delivery Tue, Dec 10 Ships to United Arab Emirates Ages: 5 - 6 years



Osmo

Reading Adventure - Beginning to Read Kit for iPad & iPhone - 12 Books - Ages 5-7 - Builds Reading Proficiency, Phonics, Learn to Rea...

\$10999

0 B

Delivery Tue, Dec 10 Ships to United Arab Emirates More Buying Choices \$87.65 (2 used & new offers) Ages: 36 months - 7 years



3Doodler

Start+ Essentials (2024) 3D Pen Set for Kids, Easy to Use, Learn from Home Art Activity Set, Educational STEM Toy for Boys & Girls Ages 6+

★★★★☆ × 8,073 ○ 13 Highlights -

70K+ bought in past month

\$4826

Save 5% with coupon

Delivery Tue, Dec 10 Ships to United Arab Emirates

Small Business > More Buying Choices

\$34.64 (2 used & new offers) Ages: 6 years and up

@ A





Osmo

Creative Starter Kit and Little Genius Starter Kit Plus for iPad - 9 Educational Learning Games - Ages 3-10 - Drawing, Word Problems ...

No featured offers available \$148.06 (1 new offer)



PlayShifu Educational Word Game-Plugo Letters Kit+App with 9 Learning Games, STEM Toy Gifts for Kids Age 4-8 Phonics, Spelling...

**** 4,399 Ø 11 Highlights -

3K+ bought in past month

No featured offers available \$38.85 (2 used & new offers) Ages: 36 months - 10 years



Osmo

Genius Starter Kit & Little Genius Starter Kit * Early Math Adventure for iPad - Ages 3-10 - Math, Spelling, Creativity & More (iPad...

表表表意文·17

No featured offers available \$153.27 (7 new offer)















Osmo

Reflector for Fire (2021) - Works with HD 8 (10th and 12th Generation) & Fire HD 10 (11th Generation) (Required for...

***** 547 @ 1 Highlights -200+ bought in past month

\$999

\$6.55 delivery Ships to United Arab Emirates

Learning Resources

STEM Explorers Pixel Art Challenge, 402 Pieces, Ages 5+, STEM Toys For Kids, Coding Basics For Kids, STEM Activities For...

会会会会会 458 @ 11 Highlights -

10K+ bought in past month

\$999 (ist: \$10.00

Delivery Tue, Dec 10

Ships to United Arab Emirates More Buying Choices \$8.99 (4* used & new offers)

Ages: 5 - 8 years

Osmo

Genius Starter Kit for iPad + Family Game Night Plus Large Storage Case - 7 Educational Learning Games for Spelling, Math & More...

***** 13

\$19643 List: \$199.98

Osmo

Creative Starter Kit for iPad - 3 Educational Learning Games - Ages 5-10 - Drawing, Word Problems & Early Physics - STEM Toy Base...

No featured offers available \$101.75 (1 new offer) Ages: 5 years and up



ProCase

Carrying Case for Osmo Games Toys, Hard Large Storage Organizer Box for Osmo Genius Starter Kit Creative Sets, Fit for...

未未未未让v21

\$2999 List \$33.99

\$15.30 delivery Ships to United Arab Emirates



Doctor Jupiter

My First Science Kit for Kids Ages 4-5-6-7-8-9-10-11-12 | Birthday Gift Ideas for 4+ Year Old Boys & Girls | STEM Learning &...

由食会会会 244 @ 16 Highlights ..

2K+ bought in past month

\$19⁹⁹ Typical price: \$24.99

Delivery Tue, Dec 10 Ships to United Arab Emirates Ages: 4 years and up



@ B



Osmo

Super Studio Disney Mickey Mouse & Friends - Ages 5-11 - Learn to Draw Includes Fire Tablet Base

No featured offers available \$47.68 (1 new offer)





PlayShifu Plugo Count (Kit + App) : Educational Math Toy for Kids Age 4 to 8, 5 Interactive Math Games Story-Based Learning Perfect...

★★★★☆~ 3,600 ⊕ 10 Highlights >

2K+ bought in past month

\$6199

Delivery Tue, Dec 10 Ships to United Arab Emirates More Buying Choices \$31.67 (3 used & new offers) 4+ stars for sturdiness



Osmo

Math Wizard and The Fantastic Food Truck Games & Base for Fire Tablet - Ages 6-8/Grades 1-2 -Learn Geometry - Curriculum -...

No featured offers available \$68.93 (1 new offer)



Osmo

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Genius Starter Kit for Fire Tablet -5 Educational Learning Games + Monster Bundle, Ages 5-10

★★★☆ ✓ 21 ② 4 Highlights -

No featured offers available \$112.58 (1 new offer) Ages: 5 years and up



Butterfly EduFields

STEM Kits for Kids Age 8-10 | Science Experiments for Kids 6-8 | Science kit | 20in1 Motor Machines | Engineering Toys for Kids | Gift...

***** 2,505 @ 12 Highlights -2K+ bought in past month

\$23⁴⁷ Typical: \$35.00 Save 10% with coupon

Delivery Tue, Dec 10 Ships to United Arab Emirates More Buying Choices \$23.24 (2 used & new offers)

Ages: 5 - 17 years





Osmo

Coding Starter Kit for iPad Detective Agency Bundle - STEM Toy iPad Base Included (Amazon Exclusive)

***** 10

No featured offers available \$101.76 (7 new offer)

















Osmo

Coding Starter Kit Plus Detective Agency for Fire Tablet - 3 Educational Learning Games - Ages 5-12 - Learn to Code, Coding...

No featured offers available \$93,80 (1 new offer)

QNIGLO

Walkie Talkies for Kids Rechargeable, 2 Pack with FM Handheld Walki Talki with Wearable Lanyard & Wrist for...

★★★☆ ▼ 3,040 ② 8 Highlights -

1K+ bought in past month

\$29⁵⁹ Typical price: \$36.99 Delivery Tue, Dec 10 Ships to United Arab Emirates Code Lab All-Inclusive Coding Kit for Kids 8-12+ and Teens. Premium STEM Learning Toy for Boys & Girls Teaches C++ Programming....

***** 126 Ø 5 Highlights -

\$16499

Save 50% with coupon

Delivery Tue, Dec 10
Ships to United Arah Emirates
Small Business
Ages: 10 - 15 years

Osmo

Coding Starter Kit for iPad Plus Large Storage Case - 3 Educational Learning Games - Ages 5-10+ -Learn to Code, Coding Basics &...

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No featured offers available \$117.79 (1 new offer)









Osmo

Case for iPad (iPad 9.7") - Works with: iPad Air 2, iPad 5th Gen, iPad 6th Gen, iPad Pro 9.7 inch (Amazon Exclusive)

★★★☆~ 539 ◎ 3 Highlights -

No featured offers available \$35.08 (13 used & new offers) Ages: 36 months - 12 years

Osmo

Math Wizard and The Magical Workshop for Fire Tablet Bundle -Ages 6-8/Grades 1-2 - Addition & Subtraction - Curriculum-Inspired...

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No featured offers available \$63.39 (1 new offer)

Osmo

Little Genius Costume Pieces & Base for iPad - 2 Educational Games - Ages 3-5 - Stories & Creativity - STEM Toy (iPad Base...

No featured offers available \$53.79 (1 new offer)

Osmo

Coding Family Bundle for iPad & Fire Tablet - 3 Educational Learning Games plus New Base for iPad (Osmo iPad Base Included -...

未未未完全v3

\$8370

















Osmo

Coding Starter Kit for Fire Tablet plus Pizza Co.- 3 Educational Learning Games -Ages 5-10+ -Learn to Code, Coding Basics &...

No featured offers available \$86,37 (1 new offer)

Osmo

Coding Starter Kit Plus Monster for IPad - 3 Educational Learning Games - Ages 5-10+ - Learn to Code, Coding Basics & Coding...

★★★★☆~1

No featured offers available \$103.15 (1 new offer)

Osmo

Creative Starter Kit & Pizza Co. for Fire Tablet - Ages 5-12-Creative Drawing & Problem Solving/Early Physics, Communication...

No featured offers available \$102.97 (1 new offer)

Osmo

Creative Starter Kit & Little Genius Starter Kit for Fire Tablet - Ages 3-10 - Creative Drawing & Problem Solving, Pre-School Learning-(Fir...

市市市市市小11

No featured offers available \$124.28 (1 new offer)

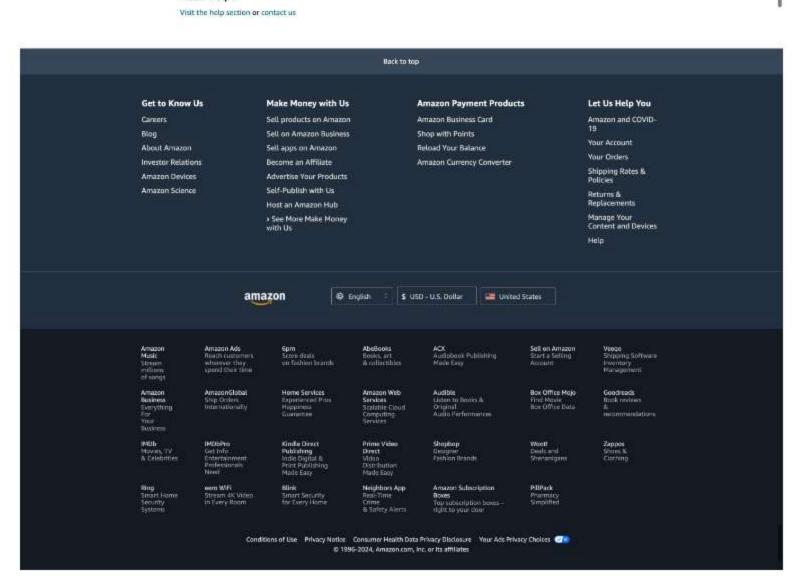


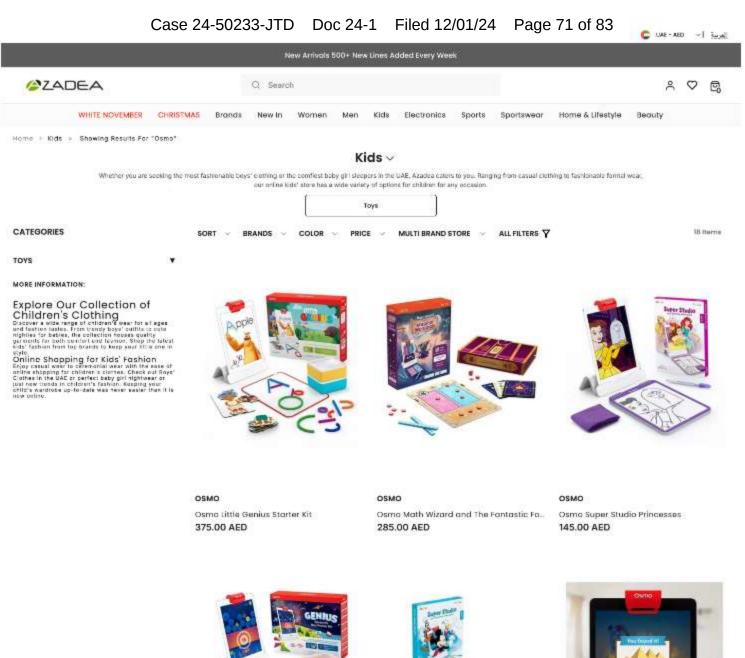








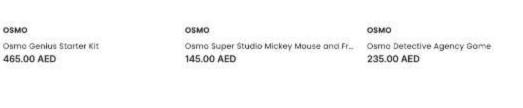


















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Osmo Coding Family Bundle for iPad an... 375.00 AED

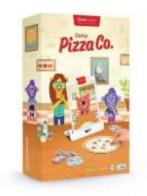
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Osmo Dragon Game 285.00 AED

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Osmo Creative Starter Kit 255.00 AED







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Osmo Coding Kit 465.00 AED

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Osmo Pizza Co. Game For iPad 235.00 AED

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Osmo Pizza Company Kit 285.00 AED







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Osmo Super Studio Frozen 2 145.00 AED

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Osmo Super Studio Incredibles 2 145.00 AED







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Osmo Math Wizard And The Amazing Air... 285.00 AED

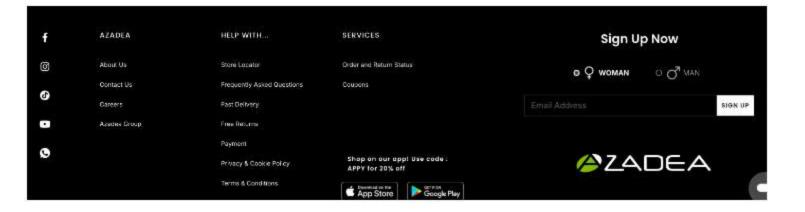
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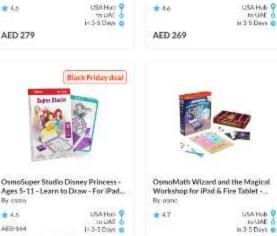
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OsmoMath Wizard and the Magical

Workshop for iPad & Fire Tablet -...

By asma

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By ormo

AED 394

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OsmoDetective Agency - Ages 5-12 -Solve Global Mysteries - STEM Toy -...

to UAE on 2 Days AED-405

AED 374 Save 7%

OsmoGenius Numbers - Ages 6-10-Math Equations (Counting, Addition...

AED-034 in 2 Days

AED 194 Save 16%



OsmoMonster - Ages 5-10 - Bring Real-life Drawings to Life - For iPad ...

TO UAE 0 in 2 Days 0 AED-354

AED 294 Save 16%



OsmoPizza Co. Starter Kit for iPad -Ages 5-12 - Communication Skills &...

to UAE of in 2 Days AED-459

AED 289 Save 36%



Tablet + Family Game Night - 7... By unmo

to LIAF in 2 Days

AFD 539



osmo base for fire tablet- Multi color.

AFD 499



CLUB BOLLYWOOD® Silicone Case Cover Skin Shell for OSMO Pocket...

India Hub 9 In LWF 0

AFD 63



MYADDICTION Bike Camera Handlebar Mount Camera...

> India Hub 9 in 3-5 Days

AFD 88



Singapore Math - Challenge Workbook for 5th, 6th, 7th, 8th Gra... By frank schaffer publications

44

India Hub 9 to UAE 6 in 3-5 Days 6

AED 109



CLUB BOLLYWOOD® for Osmo Action Camera 3.5mm Microphones.

india-lub 9 to UAE 9 in 3-5 Days @

IDEA Hub In UAE on 3-5 Days

india Hub 9 to UAE 0 in 3-5 Days 0

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5

AED 219

India Hub 9 Io UAE 0



Pinakine® for DJI Osmo Action Camera 3.5mm Microphones Audio...

india Hub 9 to UAE 0 in 3-5 Days 6

AED 318



CLUB BOLLYWOOD Osmo Pocket to Type-C Smart Phone Adapter... By rlub bollywood

to UAE or 3-5 Days

AED 68



OsmoReading Adventure - Beginning to Read Kit for iPad & iPhone + Acce...

* 43

AED 324



OsmoGenius Words for iPhone, iPad & Fire Tablet - Ages 6-10 - Interactiv...

4.7

DSAHub P to UAE O in 3-8 Days o

AED 164



OsmoGenius Tangram for iPhone, iPad & Fire Tablet - Ages 6-10 - Use... fly asmo

± 4.7

USA Hob 9 to UAE 6 m 3-5 Days 0 AED-192

AED 96 Save 50%



OsmoSuper Studio Disney Frozen 2 -Ages 5-11 - Learn to Draw - For iPad...

AED 169

USA Hob O to UAE of in 3-5 Days



iPhone, iPad & Fire Tablet - 3...

AED 239 Save 10%

AUD-266

USA Hub O to UNE o in 3-5 Days ©



OsmoBase for Fire Tablet -Educational Learning Games for Boy...

USA Hub P to UAE 0 in 3-5 Days 0

AED 169



OsmoReading Adventure - Beginning to Read Game for iPad & iPhone - 12...

USA Hub O to UAE o in 3-5 Days

AED 489

Black Friday deal

Black Friday deal









Page 76 of 83

Osmo Super Studio Disney Princess Drawing Set - Bundle with Osmo...

> INSA HIME In 3-5 Days 0

OsmoPizza Co. Starter Kit for iPad -Ages 5-12 - Communication Skills &... By osmo

+ 49

AED 319





OsmoReading Adventure - Beginning to Read Kit for iPad & iPhone - 12...

to UAE of in 3-5 Days # 3.7

AED 549



OsmoCreative Starter Kit and Little Genius Starter Kit Plus for iPad - 9...

\$5

AED 829

By osmo

46

APD-165

AED 149 Save 8%

to UAE In 3-5 Days

to UAE

in 3-5 Days 0



PlayShifu Educational Word Game-Plugo Letters Kit+App with 9... By shihi

USA Huto P to UAE o in 3-5 Days o # 4.3

AED 309

AED 223



Osmo Super Studio Mickey Mouse Drawing Set - Bundle with Osmo...

USA Hub 9 to UAE 8 in 3-5 Days 6

MSA Hob 9

in 3-5 Days o

AED 223



OsmoGenius Starter Kit & Little Genius Starter Kit + Early Math... By damp

USA Hub to UAE in 3.5 Days

AED 959



OsmoReflector for Fire (2021) -Works with HID 8 (10th and 12th... By como

USA Hub of to UAL of in 3-5 Days o

AED 52



OsmoCreative Starter Kit for iPad - 3 Educational Learning Games - Ages ...

USA Hub 9 10 UAL 0 in 3-5 Days 0

AED 1,129



OsmoSuper Studio Disney Mickey Mouse & Friends - Ages 5-11 - Learn...

± 3,9

USA Hub O to UAE d

AED 299



OsmoMath Wizard and The Fantastic Food Truck Games & Base for Fire...

> USA Hob ? in 3-5 Days

> USA Hult 9 to UAE 0

AED 459

47

AED-225

AED 164 Save 27%



OsmoGenius Starter Kit for iPad + Family Game Night Plus Large... By osmo

49

AED-190

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to UAE in 3-5 Days

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OsmoGenius Starter Kit for Fire Tablet - 5 Educational Learning Gam...

USAHub 0 to UAE 0 In 3-5 Days 0

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Doctor Jupiter My First Science Kit for Kids Ages 4-5-6-7-8-9-10-11-12 J... By doctor jupiter

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USA Hub 0 to UAE 0 in 3-5 Days 0

AED 144









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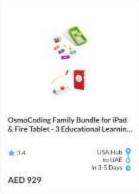




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AED 469 Save 16%

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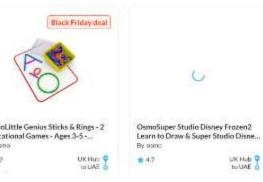


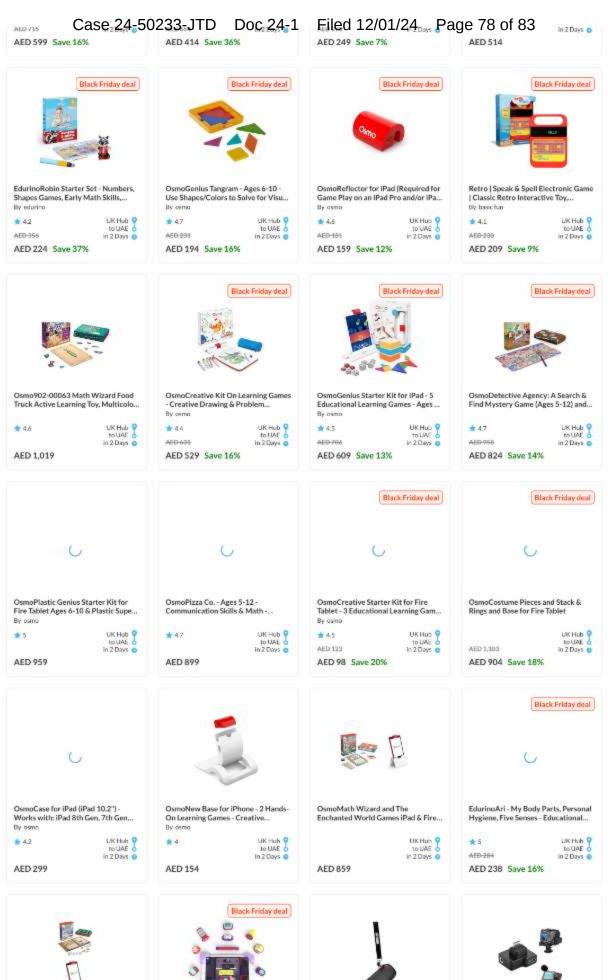
Plugo STEM Pack by PlayShifu-

Count, Letters & Link (3in1) | Math....







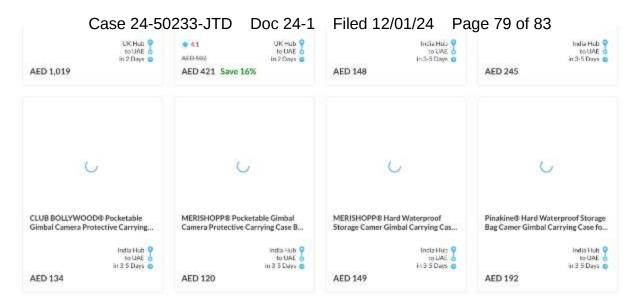






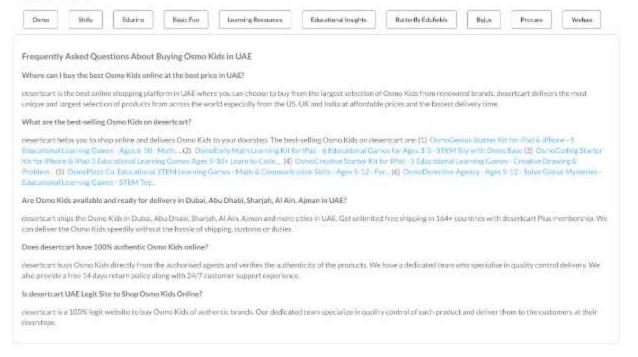












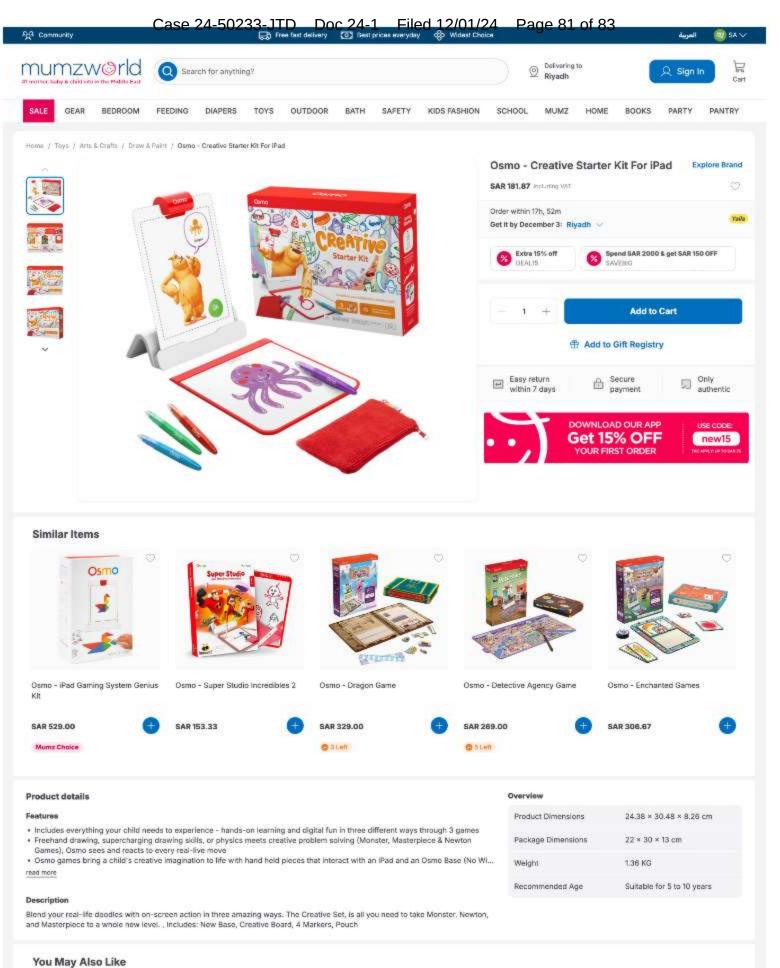








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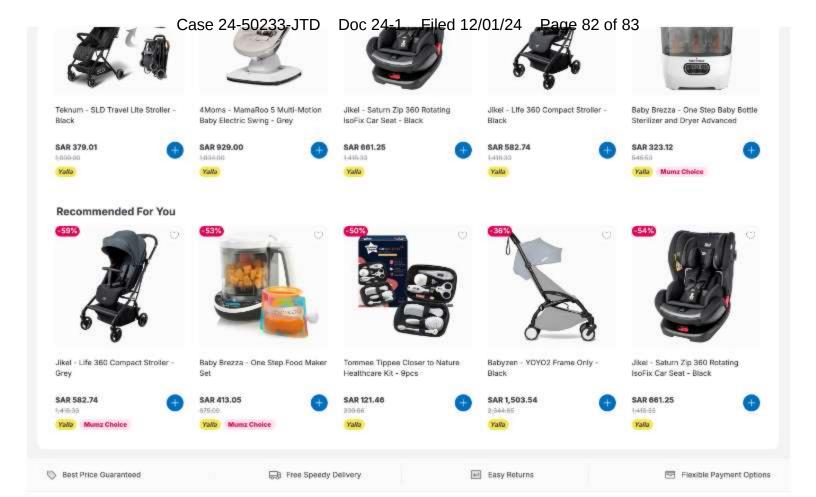












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