# 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 (BLS)

Debtors.

(Jointly Administered)

SECOND NOTICE TO COUNTERPARTIES
TO POTENTIALLY ASSUMED AND ASSIGNED EXECUTORY
CONTRACTS AND UNEXPIRED LEASES REGARDING CURE AMOUNTS
AND POSSIBLE ASSIGNMENT TO THE SUCCESSFUL BIDDER AT AUCTION

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR AFFILIATES MAY BE COUNTERPARTY TO ONE OR MORE EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES WITH THE DEBTORS.<sup>2</sup>

PARTIES RECEIVING THIS NOTICE SHOULD (1) READ THIS NOTICE CAREFULLY AS YOUR RIGHTS MAY BE AFFECTED BY THE TRANSACTIONS DESCRIBED HEREIN AND (2) LOCATE THEIR NAME AND CONTRACT AND/OR LEASE ON APPENDICES I-III HERETO

**PLEASE TAKE NOTICE** that on January 7, 2025, the chapter 11 trustee (the "<u>Trustee</u>") filed a motion (the "<u>Bid Procedures and Sale Motion</u>") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that on January 28, 2025, the Court entered an order [D.I. 474] (the "Bid Procedures Order"), which (a) set key dates, times and procedures related to the Sale (the "Sale") of substantially of the Debtors' assets (the "Assets") pursuant to auctions (the "Auctions") overseen by the Court, which Auctions are scheduled to occur on March 25, 2025, at 10:00 a.m. (prevailing Eastern Time), at the law offices of Jenner & Block LLP, 353 North Clark Street, Chicago, Illinois 60654, for sale of the Assets, or at such other place, date and time as may be designated by the Trustee, (b) established certain procedures relating to the

This Notice is being sent to counterparties to executory contracts and unexpired leases. This Notice is not an admission by the Trustee that such contract or lease is executory or unexpired.



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).

Trustee's assumption and assignment of executory contracts and unexpired leases in connection with the Sale, and (c) granted related relief.<sup>3</sup>

PLEASE TAKE FURTHER NOTICE that a hearing to approve the Sale and the Trustee's assumption and assignment of any executory contracts and unexpired leases in connection therewith will be held on March 31, 2025, at 10:00 a.m. (prevailing Eastern Time), or as soon thereafter as the Court's calendar permits, before the Honorable Brendan L. Shannon, U.S. Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, 6th Floor, Courtroom No. 5. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or on the agenda for such Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Bid Procedures Order, the Trustee may assume and assign the executory contract(s) and/or unexpired lease(s) to which you may be a counterparty in connection with a potential Sale of the Assets after the outcome of the Auctions.

PLEASE TAKE FURTHER NOTICE that the Trustee has conducted a review of the Debtors' books and records and have determined the cure amount as of the date hereof for unpaid monetary obligations under such contract or lease is set forth in the right hand column on Appendices I-III (the "Cure Amount"). If you object to (a) the proposed assumption or disagree with the proposed Cure Amount (other than with respect to any amount that will accrue after the date hereof) or (b) object to the possible assignment of such executory contract(s) or unexpired lease(s) in connection with a potential Sale of the Assets, you must file an objection with the Court no later than ten (10) days from the date of this Assignment Notice at 4:00 p.m. (prevailing Eastern Time) (the "Assigned Contract Objection Deadline") and serve such objection on the following parties (the "Objection Notice Parties"): (i) co-counsel to the Trustee, Jenner & Block LLP, Attn: Catherine Steege (csteege@jenner.com), Melissa Root (mroot@jenner.com), and William Williams (wwilliams@jenner.com); (ii) co-counsel to the Trustee, Pashman Stein Walder Hayden, P.C., Attn: Henry J. Jaffe (hjaffe@pashmanstein.com), Joseph C. Barsalona II (jbarsalona@pashmanstein.com), and Alexis R. Gambale (agambale@pashmanstein.com); (iii) co-counsel to the Administrative Agent and Collateral Agent, Kirkland & Ellis LLP, Attn: Brian Schartz (brian.schartz@kirkland.com), Patrick Nash (patrick.nash@kirkland.com), and Jordan Elkin (jordan.elkin@kirkland.com); (iv) co-counsel to the Administrative Agent and Collateral Agent, Reed Smith LLP, David A. Pisciotta (dpisciotta@reedsmith.com) and Nicholas B. Vislocky (nvislocky@reedsmith.com); (v) cocounsel to the Administrative Agent and Collateral Agent, Pachulski Stang Ziehl & Jones LLP, Laura Davis Jones (ljones@pszjlaw.com) and Peter J. Keane (pkeane@pszjlaw.com); (vi) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (linda.casey@usdoj.gov); and (vii) counsel to any committee appointed in these Chapter 11 Cases.

To the extent there are any inconsistencies between the Bid Procedures Order and the summary description of the terms and conditions contained in this Notice, the terms of the Bid Procedures Order shall control.

PLEASE TAKE FURTHER NOTICE THAT counterparties to Assigned Contracts will not know the identity of the Successful Bidder or Back-Up Bidder prior to the Assigned Contract Objection Deadline. Within twenty-four (24) hours after the closing of the Auction, if any, the Trustee will file and serve a notice on all counterparties to Assigned Contracts and other interested parties disclosing the results of the Auction, including the identity of the Successful Bidder and Back-Up Bidder. After the Bid Deadline, parties may contact the Trustee's counsel at epic@pashmanstein.com to request proof of adequate assurance of future performance submitted in connection with any Qualified Bid(s) the Trustee has received or subsequently receives or to request email notice of the Auction results.

PLEASE TAKE FURTHER NOTICE that all other objections, if any, to the Sale (including any objections to the conduct of the Auction, the terms of the Successful Bid or Back-Up Bid, the identity of the Successful Bidder or Back-Up Bidder, and/or the ability of the Successful Bidder or Back-Up Bidder to provide adequate assurance of future performance under an Assigned Contract) must: (a) be in writing and specify the nature of such objection, (b) comply with the Bankruptcy Rules and the Local Rules, (c) be filed with the Court no later than two (2) business days following service of the Post-Auction Notice (the "Post-Auction Objection Deadline"), and (d) be served on the Objection Notice Parties by the Post-Auction Objection Deadline.

A Post-Auction Objection must be served on the Objection Notice Parties so it is actually received by the Post-Auction Objection Deadline and filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, DE 19801. If an Assigned Contract Objection or a Post-Auction Objection is not served on the Objection Notice Parties and filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, DE 19801, so it is actually received no later than, respectively, the Assigned Contract Objection Deadline or the Post-Auction Objection Deadline, the relevant parties will be forever barred from objecting to (a) the Trustee's proposed cure amount as of the date of the Assignment Notice, (b) the identity of the Successful Bidder or Back-Up Bidder, (c) the assignment of that party's executory contract or unexpired lease to the Successful Bidder; or (d) the conduct or results of the Auction.

PLEASE TAKE FURTHER NOTICE that where a counterparty to an Assigned Contract timely files an (a) Assigned Contract Objection asserting a higher cure amount than the amount listed in the Assignment Notice, or (b) Assigned Contract Objection or Post-Auction Objection, as applicable, to the possible assignment of that counterparty's Assigned Contract, and the parties are unable to consensually resolve the dispute, the amount (if any) to be paid under section 365 of the Bankruptcy Code or, as the case may be, the Trustee's ability to assign the Assigned Contract to the Successful Bidder will be determined at the Sale Hearing or at a later date as fixed by the Court. To the extent any Contract Counterparty is added to the Assignment Notice after the initial notice is served, such new Contract Counterparty shall receive notice of the addition and the Trustee's proposed cure amount as of such time through a supplemental Assignment Notice, and that party shall have ten (10) days from the date of such notice to object to the proposed cure amount and/or to the assumption and assignment of the applicable Assigned Contract in connection with a potential Sale of the Assets.

PLEASE TAKE FURTHER NOTICE that if no objection to the Cure Amount or the assignment of your Executory Contract(s) or Unexpired Lease(s) to the Successful Bidder is filed by the Assigned Contract Objection Deadline or Post-Auction Objection Deadline, as applicable, you will be (a) forever barred from objecting to the Cure Amount or provision of adequate assurance of future performance and from asserting any additional cure or other amounts with respect to your contract(s) or lease(s) (other than for amounts that accrue after the date of the applicable Assignment Notice), and the Trustee and the Successful Bidder(s) (as applicable) shall be entitled to rely solely upon the Cure Amount, (b) deemed to have consented to the assumption or assumption and assignment, and (c) forever barred and estopped from asserting or claiming defaults exist, that conditions to assignment must be satisfied under such contract(s) and/or lease(s) or that there is any objection or defense to the assumption and assignment of such contract(s) and/or lease(s).

PLEASE TAKE FURTHER NOTICE that if you agree with the Cure Amount indicated on Appendices I-III and otherwise do not object to the Trustee's assumption or assumption and assignment of your contract(s) and/or lease(s), you need not take any further action.

**PLEASE TAKE FURTHER NOTICE** that copies of the Sale Motion, the Bid Procedures, and the Bid Procedures Order, as well as all related exhibits, including the proposed Sale Order may be obtained for free by accessing the website of the Trustee's noticing agent, Verita Global, located at https://veritaglobal.net/epiccreations.

Dated: March 12, 2025 Wilmington, Delaware

### PASHMAN STEIN WALDER HAYDEN, P.C.

/s/ Alexis R. Gambale

Henry J. Jaffe (No. 2987)

Joseph C. Barsalona II (No. 6102)

Alexis R. Gambale (No. 7150)

824 N. Market Street, Suite 800

Wilmington, DE 19801 Telephone: (302) 592-6496

Email: hjaffe@pashmanstein.com

jbarsalona@pashmanstein.com agambale@pashmanstein.com

-and-

### **JENNER & BLOCK LLP**

Catherine Steege (admitted *pro hac vice*) Melissa Root (admitted *pro hac vice*) William A. Williams (admitted *pro hac vice*)

353 N. Clark Street Chicago, Illinois 60654

Telephone: (312) 923-2952

Email: csteege@jenner.com mroot@jenner.com

wwilliams@jenner.com

Co-Counsel to the Trustee

## <u>APPENDIX I – EPIC! CREATIONS, INC.</u>

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
ABDO Publishing	Content License Agreement	\$0.00	N/A
Adobe Inc.	Services Agreement	\$0.00	N/A
ADP TotalSource, Inc.	Client Services Agreement	\$0.00	N/A
AgileBits Inc. (d/b/a 1Password)	Services Agreement	\$0.00	N/A
Alamy, Inc.	Image License Agreement dated 2/25/2019	\$0.00	N/A
Alamy, Inc.	Second Image License Agreement dated 8/4/2021	\$0.00	N/A
Amanta Ltd.	Content License Agreement	\$0.00	N/A
Andrea Modica	Consulting Agreement dated as of 01/23/2025	\$0.00	N/A
Annick Press Ltd.	Content License Agreement	\$0.00	N/A
Anthony Cuizon	Work-For-Hire Consulting Agreement dated as of 06/30/2021	\$0.00	N/A
Apple, Inc.	Apple Developer Agreement	\$0.00	N/A
Apple, Inc.	Apple Developer Program License Agreement	\$0.00	N/A
Asana, Inc.	Subscriber Agreement	\$0.00	N/A
Astonishing Studios	Content License Agreement	\$0.00	N/A
Avalara, Inc.	Services Agreement	\$0.00	N/A
BeachHouse Publishing, LLC	Content License Agreement	\$0.00	N/A
Beaming Books	Content License Agreement	\$0.00	N/A
Beijing Caterpillar Books	Content License Agreement	\$0.00	N/A
Bellevue School District No. 405	Digital Product/Service Contract (Contract No.602581)	\$0.00	N/A
Berbay Books	Content License Agreement	\$0.00	N/A
Better Kids, Ltd.	Co-Promotion Agreement	\$0.00	N/A
Big Word Club	Content License Agreement	\$0.00	N/A
Big World Club	Content License Agreement	\$0.00	N/A
Blue Planet Archive LLC	Image License Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Blythe Russo	Work-For-Hire Illustration Agreement dated as of 12/09/2020	\$0.00	N/A
Bonnier Books UK Inc.	Content License Agreement	\$0.00	N/A
Box, Inc.	Services Agreement	\$0.00	N/A
Brain Warp Studios	Content License Agreement	\$0.00	N/A
Brian Taylor	Work-For-Hire Illustration Agreement dated as of 12/18/2024	\$0.00	N/A
BRICK 101, Inc.	Content License Agreement	\$0.00	N/A
CAC Specialty, LLC	SIDE-A DIC Coverage Policy	\$0.00	N/A
Cantab Research Ltd. (d/b/a Speechmatics)	Terms and Conditions	\$0.00	N/A
Chad Thomas	Work-For-Hire Writing Agreement dated as of 01/03/2020	\$0.00	N/A
Chelsea Trousdale	Work-For-Hire Illustration Agreement dated as of 11/22/2021	\$0.00	N/A
Cherry Lake / Sleeping Bear Press	Content License Agreement	\$0.00	N/A
Cider Mill Press	Content License Agreement	\$0.00	N/A
Cindy Zhi	Consulting Agreement dated as of 05/05/2022	\$0.00	N/A
Circana, LLC	Statement of Work	\$0.00	N/A
Claris International Inc.	Services Agreement	\$0.00	N/A
Classroom Champions, Inc.	Memorandum of Understanding	\$0.00	N/A
Clever Media Group, LLC	Content License Agreement	\$0.00	N/A
Cloudflare, Inc.	Services Agreement	\$0.00	N/A
Common Core 4 Kids	Content License Agreement	\$0.00	N/A
Complexly	Content License Agreement	\$0.00	N/A
Crabtree Publishing Company	Content License Agreement	\$0.00	N/A
Daniel Nordskog	Employment Agreement	\$0.00	N/A
Dave McDonald	Content License Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Distribution360, Inc.	Content License Agreement	\$0.00	N/A
DocuSign, Inc	Services Agreement	\$0.00	N/A
Dolphin Books	Content License Agreement	\$0.00	N/A
Dover Publications, Inc.	Content License Agreement	\$0.00	N/A
Dropbox, Inc.	Services Agreement	\$0.00	N/A
Earthtree Media A.S.	Content License Agreement	\$0.00	N/A
Editions Planete Rebelle	Content License Agreement	\$0.00	N/A
Editions Tournez la Page	Content License Agreement	\$0.00	N/A
Eduardo Medeiros	Work-For-Hire Writing Agreement dated as of 11/22/2021	\$0.00	N/A
Electric AI, Inc.	Services Agreement	\$0.00	N/A
Electric AI, Inc.	Master Services Agreement	\$0.00	N/A
Ellen Stubbings	Work-For-Hire Illustration Agreement dated as of 04/05/2021	\$0.00	N/A
Encyclopædia Britannica, Inc.	Content License Agreement	\$0.00	N/A
Erich Owen	Work-For-Hire Illustration Agreement dated as of 01/02/2025	\$0.00	N/A
ETC Educational Technology Connection (HK) Ltd.	Affiliate Sales Agreement (as amended)	\$0.00	N/A
Everett Collection, Inc.	Image License Agreement	\$0.00	N/A
Fabulous Lemon Drops	Content License Agreement	\$0.00	N/A
Figma, Inc.	Services Agreement	\$0.00	N/A
Fitzhenry & Whiteside Ltd.	Content License Agreement	\$0.00	N/A
Flying Start Books Ltd.	Content License Agreement	\$0.00	N/A
Frederator Books, LLC	Content License Agreement	\$0.00	N/A
FRNGE, Inc.	Fringe Benefits Provider Agreement	\$0.00	N/A
Gibbs M. Smith, Inc.	Content License Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
GitHub, Inc.	Services Agreement	\$0.00	N/A
Global Tinker Inc.	Content License Agreement	\$0.00	N/A
GoDaddy Inc.	Services Agreement	\$0.00	N/A
Google LLC	Google Play Developer Distribution Agreement	\$0.00	N/A
Google LLC	Google Workspace Terms of Service	\$0.00	N/A
Google LLC	Google Cloud Master Agreement for Education	\$324,251.62	N/A
Google LLC	Amendment to the Google Cloud Platform Addendum	\$0.00	N/A
Google LLC	Google Cloud Addendum	\$0.00	N/A
Google LLC	Google Ads Terms & Conditions	\$0.00	N/A
Google LLC	Google Voice Service Agreement	\$0.00	N/A
Guideline, Inc.	401(K) Plan Services Agreement	\$0.00	N/A
Harriet Ziefert Inc.	Content License Agreement	\$0.00	N/A
Health Nuts Media, LLC	Content License Agreement	\$0.00	N/A
Heritage Builders, LLC	Content License Agreement	\$0.00	N/A
Highlights for Children, Inc.	Content License Agreement	\$0.00	N/A
Holiday House Publishing, Inc.	Content License Agreement	\$0.00	N/A
Imagine Create Media	Content License Agreement	\$0.00	N/A
IMGIX	Services Agreement	\$0.00	N/A
Inhabit Media Inc.	Content License Agreement	\$0.00	N/A
InMobi Pte. Ltd.	Advertising Agreement	\$0.00	N/A
Inte Q	Services Agreement	\$0.00	N/A
Iterable, Inc.	Master Services Agreement	\$0.00	N/A
Jared Owen	Content License Agreement	\$0.00	N/A
Joy Education LTD	Content License Agreement	\$0.00	N/A
Kane Press, Inc.	Content License Agreement	\$0.00	N/A
Kasper Borys	Content License Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Kids Learning Tube	Content License Agreement	\$0.00	N/A
Knowledgemotion Limited	Content License Agreement	\$0.00	N/A
Kugamon LLC	Services Agreement	\$0.00	N/A
Language World Co., Ltd.	Content License Agreement	\$0.00	N/A
Les Editions Les 400 Coups Inc.	Content License Agreement	\$0.00	N/A
Listen & Live Audio, Inc.	Content License Agreement	\$0.00	N/A
Little Libros, LLC	Content License Agreement	\$0.00	N/A
Logitech Inc.	Co-Promotion Agreement	\$0.00	N/A
Manzanita Associates, LLC	Storage Agreement	\$0.00	N/A
Mark Lavery	Content License Agreement	\$0.00	N/A
Mason Crest, an imprint of National Highlights Inc.	Content License Agreement	\$0.00	N/A
Math Masters Inc.	Affiliate Sales Agreement (as amended)	\$0.00	N/A
Matt Sheldon	Content License Agreement	\$0.00	N/A
Matthew Cody	Employment Agreement	\$0.00	N/A
Meika Hashimoto	Employment Agreement	\$0.00	N/A
Merriam-Webster, Inc.	API License Agreement dated as of 4/4/2017	\$0.00	N/A
Metabase, Inc.	Services Agreement	\$0.00	N/A
MetaMetrics Inc.	Lexile Text Measurement Master Agreement	\$0.00	N/A
MetaMetrics Inc.	Database and Trademark License Agreement (as amended)	\$0.00	N/A
Michael Hilton	Consulting Agreement	\$0.00	N/A
Michael Hilton	Consulting Agreement dated as of 02/20/2024	\$0.00	N/A
Michael Page International Inc.	Temporary Assignment Confirmation	\$0.00	N/A
Michael Page International Recruitment Private Ltd.	Independent Contractor Agreement	\$0.00	N/A
Microsoft Corporation	Services Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Mims House	Content License Agreement	\$0.00	N/A
Minden Pictures, Inc.	Image License Agreement dated 2/5/2019 (as amended)	\$0.00	N/A
Monotype Imaging Inc.	Services Agreement	\$0.00	N/A
Mylemarks LLC	Content License Agreement	\$0.00	N/A
Neptune Studios, LLC	Content License Agreement	\$0.00	N/A
Newscom, LLC	Image License Agreement	\$0.00	N/A
Nick Filardi	Consulting Agreement dated as of 01/16/2025	\$0.00	N/A
Niels Duinker	Content License Agreement	\$0.00	N/A
Norman Basch	Employment Agreement	\$0.00	N/A
North Star Editions, Inc.	Content License Agreement	\$0.00	N/A
Norwood House Press, Inc.	Content License Agreement	\$0.00	N/A
Note to Health, LLC	Content License Agreement	\$0.00	N/A
Notion Labs, Inc.	Services Agreement	\$0.00	N/A
Nuans Kitapcilik San. Tic. Ltd. Sti.	Affiliate Sales Agreement (as amended)	\$0.00	N/A
Oceanic Research Group, Inc.	Content License Agreement	\$0.00	N/A
October 5 Productions	Services Agreement	\$0.00	N/A
Open Road Integrated Media Inc	Content License Agreement	\$0.00	N/A
OpenVPN Technologies, Inc.	Services Agreement	\$0.00	N/A
Owlkids Books, Inc.	Content License Agreement	\$0.00	N/A
PagerDuty, Inc.	Services Agreement	\$0.00	N/A
Premier Cloud Inc.	Services Agreement	\$0.00	N/A
Property and Casualty Insurance Company of Hartford	Business Owner's Policy (Policy No. 46 SBA BM9PW8)	\$0.00	N/A
Purple Toad Publishing, Inc.	Content License Agreement	\$0.00	N/A
Red Chair Press, LLC	Content License Agreement	\$0.00	N/A
ReferralSaaSquatch.com Inc. (d/b/a Saasquatch)	Global Data Processing Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Regus Management Group, LLC	Virtual Office Agreement	\$0.00	N/A
RGB Ventures LLC (d/b/a SuperStock)	Image License Agreement	\$0.00	N/A
Rourke Educational Media	Content License Agreement	\$0.00	N/A
Sabbatical Entertainment LLC	Content License Agreement	\$0.00	N/A
Salesforce, Inc.	Services Agreement	\$0.00	N/A
Scholastic, Inc.	Content License Agreement dated as of 7/10/2015	\$0.00	N/A
Scratch Garden	Content License Agreement	\$0.00	N/A
Second Story Feminist Press Inc	Content License Agreement	\$0.00	N/A
Sesame Workshop	Content License Agreement	\$0.00	N/A
Shelley Johnson (d/b/a SJ Consulting)	Independent Contractor Agreement	\$0.00	N/A
Shutterstock, Inc.	Master Services Agreement (as amended)	\$0.00	N/A
SimilarWeb Inc.	Services Agreement	\$0.00	N/A
SKS Digital PTE Ltd.	Services Agreement	\$0.00	N/A
Slack Technologies, LLC	Services Agreement	\$0.00	N/A
Smart Study Co. Ltd.	Content License Agreement	\$0.00	N/A
Smithsonian Enterprises	Content License Agreement	\$0.00	N/A
Solvvy, Inc.	Services Agreement	\$0.00	N/A
Springs Charter Schools	Materials Vendor Agreement	\$0.00	N/A
StormFront Entertainment, LLC	Content License Agreement	\$0.00	N/A
Stripe, Inc.	Services Agreement	\$0.00	N/A
TeamWorks, Inc.	Services Agreement	\$0.00	N/A
The Bug Chicks	Content License Agreement	\$0.00	N/A
The Columbus Zoo and Aquarium	Video License Agreement	\$0.00	N/A
The Lion Forge, LLC	Content License Agreement	\$0.00	N/A
The Rosen Publishing Group, Inc	Content License Agreement	\$0.00	N/A
The Secret Mountain	Content License Agreement dated as of 3/25/2015	\$0.00	N/A
The Singing Walrus	Content License Agreement	\$0.00	N/A

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Timbuktu Labs, Inc.	Content License Agreement	\$0.00	N/A
TIY Makers Pvt. Ltd.	Content License Agreement	\$0.00	N/A
TMW Media Group, Inc.	Content License Agreement	\$0.00	N/A
Tools for Schools, Inc.	Co-Promotion Agreement	\$0.00	N/A
Trustpilot Group plc	Services Agreement	\$0.00	N/A
Unicorn Media LTD	Content License Agreement	\$0.00	N/A
US Copyright Office	Services Agreement	\$0.00	N/A
UWC SEA	Vendor Agreement	\$0.00	N/A
Veritex Community Bank	Bank Agreement	\$0.00	N/A
Video Elephant Limited	Content License Agreement	\$0.00	N/A
Video Elephant Limited	Content License Agreement	\$0.00	N/A
Voucherify, Inc.	Services Agreement	\$0.00	N/A
Weston Woods Studio	Content License Agreement dated as of 7/10/2015	\$0.00	N/A
Weston Woods Studio	Content License Agreement dated as of 4/11/2016	\$0.00	N/A
WGBH Educational Foundation	Content License Agreement	\$0.00	N/A
WGBH Educational Foundation	Content License Agreement	\$0.00	N/A
What on Earth Publishing Limited	Content License Agreement	\$0.00	N/A
Whitney Cogar	Work-For-Hire Illustration Agreement dated as of 11/18/2020	\$0.00	N/A
WildWorks Inc.	Content License Agreement	\$0.00	N/A
Winfortune Cultural Enterprise Co. Ltd.	Content License Agreement	\$0.00	N/A
Wolf Weidner	Content License Agreement	\$0.00	N/A
Wonderscape Entertainment, LLC	Content License Agreement	\$0.00	N/A
Xist Media Group	Video License Agreement	\$0.00	N/A
XOMAD LLC	Independent Contractor Agreement	\$0.00	N/A
Zendesk, Inc.	Master Subscription Agreement	\$0.00	N/A

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Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Zhengjian Youjia Shaoer Company	Content License Agreement	\$0.00	N/A
Zuckerberg Media, Inc	Content License Agreement	\$0.00	N/A

## <u>APPENDIX II – NEURON FUEL, INC.</u>

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Amazon, Inc.	AWS Customer Agreement	\$0	N/A
Apple, Inc.	Apple Developer Agreement	\$0	N/A
Apple, Inc.	Apple Developer Program License Agreement	\$0	N/A
Cloudflare, Inc.	Services Agreement	\$0	N/A
GoDaddy Inc.	Services Agreement	\$0	N/A
GitHub, Inc.	Services Agreement	\$0.00	N/A
Google LLC	Google Play Developer Distribution Agreement	\$0	N/A
Google LLC	Google Workspace Terms of Service	\$0	N/A
Google LLC	Google Cloud Platform/SecOps Terms of Service	\$0	N/A
Google LLC	Google Ads Terms & Conditions	\$10,954.32	N/A
Paypal, Inc.	Services Agreement	\$0	N/A
SalesForce, Inc.	Master Subscription Agreement	\$0	N/A
Stripe, Inc.	Services Agreement	\$0	N/A
Tiasha Sarkar	Independent Contractor Agreement (as amended pursuant to Amendment Agreement dated February 20, 2025)	\$0	N/A
Shilpa Narayanlal Prajapati	Independent Contractor Agreement (as amended pursuant to Amendment Agreement dated December 27, 2024)	\$0	N/A
Megha Sharma	Independent Contractor Agreement (as amended pursuant to Amendment Agreement dated February 27, 2025)	\$0	N/A
Iterable, Inc.	Enterprise Order Agreement	\$0	N/A
PayPlay Inc.	License Agreement	\$0	N/A

## APPENDIX III – TANGIBLE PLAY, INC.

Counterparty Name	Contract/Lease	Cure Amount	Proposed Assignee (if any)
Amazon.com Services LLC	MDF/COOP Agreement #73940805	\$0	N/A
Amazon.com Services LLC	Promotional Allowance Agreement #76651620	\$0	N/A
Amazon.com Services LLC	Freight Allowance Agreement # 73920840	\$0	N/A
Amazon.com Services LLC	MDF/COOP Agreement #67679225	\$0	N/A
Amazon.com Services LLC	MDF/COOP Agreement #73940810	\$0	N/A
Apple, Inc.	Apple Developer Agreement	\$0	N/A
Apple, Inc.	Apple Developer Program License Agreement	\$0	N/A
Cloudflare, Inc.	Services Agreement	\$0	N/A
GoDaddy Inc.	Services Agreement	\$0	N/A
GitHub, Inc.	Services Agreement	\$0.00	N/A
Google LLC	Google Play Developer Distribution Agreement	\$0	N/A
Google LLC	Google Workspace Terms of Service	\$1,934.92	N/A
Google LLC	Google Cloud Platform/SecOps Terms of Service	\$836,452.74	N/A
Google LLC	Google Ads Terms & Conditions	\$2,887,647.60	N/A
Manzanita Associates, LLC	Storage Agreement	\$0	N/A
Paypal, Inc.	Services Agreement	\$0	N/A
SalesForce, Inc.	Master Subscription Agreement	\$0	N/A
Stripe, Inc.	Services Agreement	\$0	N/A