

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

EPIC! CREATIONS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

**THIRD 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 “Trustee”) filed a motion (the “Bid Procedures and Sale Motion”) 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 **April 23, 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

<sup>1</sup> 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).

<sup>2</sup> 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.



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 **April 30, 2025, at 11:00 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) co-counsel 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.

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<sup>3</sup> 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](mailto: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: April 4, 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](mailto:hjaffe@pashmanstein.com)

[jbarsalona@pashmanstein.com](mailto:jbarsalona@pashmanstein.com)

[agambale@pashmanstein.com](mailto: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](mailto:csteege@jenner.com)

[mroot@jenner.com](mailto:mroot@jenner.com)

[wwilliams@jenner.com](mailto:wwilliams@jenner.com)

*Co-Counsel to the Trustee*

**APPENDIX I – EPIC! CREATIONS, INC.**

<b>Counterparty</b>	<b>Title</b>	<b>Cure Amount</b>	<b>Proposed Assignee</b>
NorthSouth Books	Content License Agreement	\$0.00	N/A
Renaissance Learning, Inc.	Content License Agreement	\$0.00	N/A
Research & Education Association	Content License Agreement	\$0.00	N/A
Sage Intacct, Inc.	Terms of Service - United States and Canada	\$0.00	N/A
Sage Intacct, Inc.	Renewal Order Schedule (Quote # Q-470131)	\$0.00	N/A
Sourcebooks, Inc.	Content License Agreement	\$0.00	N/A
Tom Angleberger	Imaging License Agreement	\$0.00	N/A