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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	x	Chapter 11
	:	
PARETEUM CORPORATION, <i>et al.</i> , ¹	:	Case No. 22-10615 (LGB)
	:	
Debtors.	:	Jointly Administered
	x	

**RESERVATION OF RIGHTS OF AT&T TO
DEBTORS’ NOTICE OF CURE COSTS AND PROPOSED
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES IN CONNECTION WITH SALE**

AT&T Corp. and certain affiliates (collectively, “AT&T”), creditors and counterparties in the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”), hereby submit this reservation of rights (the “Reservation of Rights”) with respect to the *Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale*, filed by the above-captioned debtors and debtors in possession (the “Debtors”) on June 1, 2022 [ECF No. 77] (the “Assumption Notice”).²

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artilium Group Ltd. (f/k/a Artilium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artilium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

² In agreement with the Debtors, AT&T’s deadline to object to the Assumption Notice was extended from June 14, 2022, to June 20, 2022.



BACKGROUND

1. On May 15, 2022 (the “Petition Date”), the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.

2. Prepetition, the Debtors and AT&T entered into a contractual relationship consisting of information technology, telecommunications and other agreements. These agreements include the Wholesale Master Service Agreement between iPass, Inc. and AT&T (the “WMSA”), and the Master Resale Agreement between the Pareteum Corporation and AT&T (the “MRA”).

3. On May 31, 2022, this Court entered the *Order (I) Approving (A) Bidding Procedures for Sales of Debtors’ Assets, (B) Stalking Horse Expense Reimbursement, (C) Form and Manner of Notice of Sales, Auction, and Sales Hearings, and (D) Assumption and Assignment Procedures; (II) Scheduling Auction and Sale Hearings; and (III) Granting Related Relief* [ECF No. 76] (the “Bidding Procedures Order”). The Bidding Procedures Order set forth the procedures for the sale of substantially all of the Debtors’ assets, including procedures for, *inter alia*: (i) the assumption and assignment of contracts; and (ii) the delivery of a cure notice to non-debtor counterparties for each contract proposed to be assumed and assigned, setting forth the Cure Amount.³

4. AT&T understands that the Debtors served the Assumption Notice pursuant to the Bidding Procedures Order. The Assumption Notice indicates that the WMSA and MRA—in addition to other agreements wherein AT&T is a counterparty as set forth in Exhibit A to the Assumption Notice (together with the WMSA and MRA, the “Agreements”)—are to be assumed and assigned to the Stalking Horse Bidders in connection with the sale of substantially all of the

³ Capitalized terms not defined herein shall have the meaning ascribed to them in the Assumption Notice or Bidding Procedures Order.

Debtors' assets. Pursuant to the Assumption Notice, the Debtors proposed to assume the WMSA based on a proposed cure amount of \$22,590.83 and the MRA based on a proposed cure amount of \$3,410,578.91, for a total cure amount of \$3,433,169.74.

RESERVATION OF RIGHTS

5. The Debtors cannot assume and assign the Agreements unless all defaults are cured and adequate assurance of future performance is provided. AT&T has engaged in constructive discussions with the Debtors and has come to a consensual resolution with the Debtors regarding the cure amount due in connection with the Agreements. The Debtors and AT&T have agreed that the Debtors will pay AT&T a total of \$4,139,732.34 (the "Cure Amount") and AT&T will issue a credit to the Debtors totaling \$131,554.45 to resolve certain tax disputes. AT&T does not oppose the assumption or assignment of the Agreements provided that the Debtors assume and assign the Agreements pursuant to the terms agreed to by the Debtors and AT&T. This includes, but is not limited to, the requirement that the Minimum Revenue Obligation (the "MRO") under the MRA will remain in effect. AT&T reserves all rights to further negotiate and formalize all terms of the Agreements with the Stalking Horse Bidders and the Debtors, including any extension of the existing term and other elements of the MRO.

6. AT&T expressly reserves its right to amend or supplement this Reservation of Rights through and including the effective date of any proposed assumption and assignment of agreements wherein AT&T is a counterparty and assert any claims, defenses and other rights (including, but not limited to, any setoff rights) with respect to the Agreements. This Reservation of Rights is without prejudice to the fact that other and additional cure claim amounts (a) may exist and/or may become known at a future date and (b) will accrue on an ongoing basis between the filing of this Reservation of Rights and any subsequent assumption of the Agreements.

Dated: June 20, 2022
Chicago, Illinois

/s/ Brian J. Lohan
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