

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

In re:	:	Chapter 11
	:	
Sequential Brands Group, Inc., <u>et al.</u> , ¹	:	Case No. 21-11194 (JTD)
	:	
Debtors.	:	(Jointly Administered)

**NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION
AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On August 31, 2021, Sequential Brands Group, Inc. and its debtor affiliates as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) a motion [Docket No. 19] (the “Motion”) seeking entry of (a) an order (the “Bidding Procedures Order”) (i) approving bidding procedures (the “Bidding Procedures”) ² to be used in connection with one or more sales (each, a “Sale Transaction”) of substantially all of the Debtors’ assets (the “Assets”); (ii) authorizing the Debtors to enter into one or more asset purchase agreements with one or more “stalking horse” bidders (each such agreement, a “Stalking Horse Agreement” and, each such bidder, a “Stalking Horse Bidder,” and the bid of any such Stalking Horse Bidder, a “Stalking Horse Bid”) and to provide certain bidding protections, including the Galaxy Termination Payment to the Galaxy Stalking Horse Bidder in connection with the Galaxy APA and the Centric Expense Reimbursement to the Centric Stalking Horse Bidder in connection with the Centric APA; (iii) scheduling an auction of the Assets (the “Auction”) and a final hearing to consider approval of any proposed Sale Transactions (the “Sale Hearing”); (iv) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; (v) approving procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the “Contracts”) in connection with any Sale Transaction; (vi) approving the

¹ The Debtors, along with the last four digits of each Debtor’s tax identification number, are: Sequential Brands Group, Inc. (2789), SQBG, Inc. (9546), Sequential Licensing, Inc. (7108), William Rast Licensing, LLC (4304), Heeling Sports Limited (0479), Brand Matter, LLC (1258), SBG FM, LLC (8013), Galaxy Brands LLC (9583), The Basketball Marketing Company, Inc. (7003), American Sporting Goods Corporation (1696), LNT Brands LLC (3923), Joe’s Holdings LLC (3085), Gaiam Brand Holdco, LLC (1581), Gaiam Americas, Inc. (8894), SBG-Gaiam Holdings, LLC (8923), SBG Universe Brands, LLC (4322), and GBT Promotions LLC (7003). The Debtors’ corporate headquarters and the mailing address for each Debtor is 1407 Broadway, 38th Floor, New York, NY 10018.

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Assumption and Assignment Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.



form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtors' calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with a Sale Transaction; (vii) authorizing one or more Sale Transactions for a sale of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtors and any Successful Bidder (as defined below) for the applicable Assets, with liens to attach to the proceeds of the applicable Sale Transaction; and (viii) authorizing the assumption and assignment of certain Contracts in connection with approved Sale Transactions; and (ix) granting related relief.

On September 24, 2021, the Court entered the Bidding Procedures Order [Docket No. 138].

You are receiving this Notice because you may be a Counterparty to a Contract of the Debtors that may be assumed and assigned to a Successful Bidder for the Debtors' Assets.

CURE COSTS

In accordance with the Assumption and Assignment Procedures and the Bidding Procedures Order, the Debtors may, in connection with one or more Sale Transactions with a Successful Bidder at the Auction, seek to assume and assign to the Successful Bidder certain of their Contracts. Each of the Contracts that potentially could be assumed and assigned in connection with a Sale Transaction, together with the Debtors' calculation of Cure Costs with respect to such Contracts, is set forth on Schedule 1 hereto. The inclusion of any Contract on Schedule 1 does not constitute an admission by the Debtors or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract ultimately will be assumed or assigned. All rights of the Debtors with respect thereto are reserved.

CURE OBJECTIONS

A. Cure Objection Deadline

Any Counterparty to a Contract that wishes to object to the Debtors' proposed Cure Costs or assumption and assignment on any basis (each such objection, a "Contract Objection") (except objections solely related to: (a) adequate assurance of future performance by a Successful Bidder other than a Stalking Horse Bidder or (b) the assumption and assignment of the With You LLC Operating Agreement or the Creative Services Agreement with Tina Simpson to a Successful Bidder or designee) shall file with the Court and serve on the Objection Notice Parties its Cure Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by no later than **October 13, 2021, at 4:00 p.m. (prevailing Eastern Time)** (the "Contract Objection Deadline").

B. Resolution of Cure Objections

The Debtors and the objecting Counterparty shall first confer in good faith to attempt to resolve the Contract Objection without Court intervention. If the parties are unable to consensually resolve the Contract Objection prior to the commencement of the Sale Hearing, the Court shall

make all necessary determinations relating to the applicable Cure Costs or assumption and assignment and the Contract Objection at a hearing scheduled pursuant to the following paragraph. If a Contract Objection is resolved in a manner that is not in the best interests of the Debtors and their estates, whether or not such resolution occurs prior to or after the closing of the applicable Sale Transaction (subject to the terms of the applicable Sale Transaction), the Debtors may determine that any Contract subject to such resolved Contract Objection will no longer be assumed and assigned pursuant to the applicable Sale Transaction (subject to the terms of the applicable Sale Transaction). All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under a Contract will be heard at the Sale Hearing.

C. Adjourned Cure Objections

If a timely filed Contract Objection cannot otherwise be resolved by the parties, the Contract Objection may be heard at the Sale Hearing, or, at the Debtors' option, be adjourned to a subsequent hearing (each such Contract Objection, an "Adjourned Contract Objection"); provided, that, the determination of whether a Contract Objection may be heard at the Sale Hearing is in the Debtors' and the Court's discretion. An Adjourned Contract Objection may be resolved after the closing date of the applicable Sale Transaction. Upon resolution of an Adjourned Contract Objection and the payment of the applicable cure amount or resolution of the assumption and assignment issue, if any, the applicable Contract that was the subject of such Adjourned Contract Objection shall, as applicable, be deemed assumed and assigned to the applicable Successful Bidder as of the closing date of the applicable Sale Transaction.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CONTRACT OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT AND SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND ASSIGNMENT OF THE CONTRACT. THE CURE COSTS SET FORTH IN THE APPLICABLE ASSUMPTION AND ASSIGNMENT NOTICE SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(B) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE BOUND BY AND DEEMED TO HAVE CONSENTED TO THE CURE COSTS.

NOTICE OF AUCTION RESULTS

The Auction, if required, will be conducted on **October 28, 2021, at 10:00 a.m. (prevailing Eastern Time)**, virtually through Zoom, or, if permitted, at the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, or at such other time and location as designated by the Debtors, after providing notice to the Sale Notice Parties; provided, however, the Debtors shall have the right to hold the Auction remotely, including telephonically or by other electronic means (including, without limitation, video conferencing) as the Debtors may choose in their sole discretion so as to comply with all applicable federal, state and local laws, orders, ordinances, guidelines and guidance, including any shelter-in-place, social distancing and non-

essential business orders and guidelines. If held, the Auction proceedings will be transcribed and/or video recorded.

By the later of (a) **October 29, 2021** and (b) one business day after the conclusion of the Auction, the Debtors will file with the Court, serve on the Sale Notice Parties and cause to be published on the KCC Website, a notice setting forth the results of the Auction (the “Notice of Auction Results”), which will (a) identify each Successful Bidder and each Backup Bidder, (b) include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, including any proposed assumption and assignment of Contracts contemplated thereby, and (c) set forth the Post-Auction Objection Deadline, the date, time and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

ADEQUATE ASSURANCE OBJECTIONS

A. Adequate Assurance Objection Deadline

Any Counterparty to a Contract that wishes to object to the proposed assumption and assignment of the Contract, other than with respect to a Stalking Horse Bidder, the subject of which objection is a Successful Bidder’s (or any other relevant assignee’s) proposed form of adequate assurance of future performance (each such objection, an “Adequate Assurance Objection”), shall file with the Court and serve on the Objection Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by no later than the Post-Auction Objection Deadline of the **later of (i) November 1, 2021, at 4:00 p.m. (prevailing Eastern Time) and (ii) three (3) days prior to the Sale Hearing** (the “Adequate Assurance Objection Deadline”).

B. Resolution of Adequate Assurance Objections

The Debtors and the objecting Counterparty shall first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the applicable Successful Bidder, the assumption and assignment of the With You LLC Operating Agreement or the Creative Services Agreement with Tina Simpson to a Successful Bidder or designee (or any other relevant assignee) shall be determined by the Court at the Sale Hearing.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT OF THE APPLICABLE CONTRACT WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE. THE APPLICABLE SUCCESSFUL BIDDER (OR ANY OTHER RELEVANT ASSIGNEE) SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 365(b)(1)(C), 365(f)(2)(B)

AND, IF APPLICABLE, 365(b)(3), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.

SALE HEARING

The Sale Hearing shall take place on **November 4, 2021, at 10:00 a.m. (prevailing Eastern Time)** before the Honorable John T. Dorsey, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the KCC Website at <http://www.kccllc.net/sqbg>.

Dated: September 29, 2021
Wilmington, Delaware

/s/ Timothy P. Cairns
PACHULSKI STANG ZIEHL & JONES LLP
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-and-

GIBSON, DUNN & CRUTCHER LLP
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Proposed Counsel to the Debtors and Debtors in Possession

Schedule 1

Counterparty	Debtor Party	Description of Contract	Address of Counterparty	Cure Amount	Party Potentially Assuming
Fit 2 Live (First Choice Brands Inc.)	Gaiam Americas, Inc.	License Agreement	6900 Decarie Blvd, STE 225A, Cote Saint LUC, Quebec, Canada H3X 2T8	\$0.00	Galaxy
High Ridge Brands, LLC	Gaiam Americas, Inc.	License Agreement	270 Saugatuck Ave., Westport, CT 06880	\$0.00	Galaxy
Daytona Apparel Group LLC	Gaiam Americas, Inc.	License Agreement	200 Madison Avenue, 5th Floor, New York, NY 10016	\$0.00	Galaxy
Gaia, Inc.	Gaiam Inc.	Shareholders Agreement	833 S So Boulder Rd, Boulder, Colorado 80307	\$0.00	Galaxy
Gaia, Inc.	Gaiam Americas, Inc.	Sub-License Agreement	833 S So Boulder Rd, Boulder, Colorado 80307	\$0.00	Galaxy
Gaia, Inc.	Gaiam Americas, Inc.	Rights Agreement	833 S So Boulder Rd, Boulder, Colorado 80307	\$0.00	Galaxy
Gaia, Inc.	Gaiam Americas, Inc.	License and Coexistence Agreement	833 S So Boulder Rd, Boulder, Colorado 80307	\$0.00	Galaxy
Gaia Herbs, Inc.	Gaiam Americas, Inc.	Confidential Settlement Agreement	101 Gaia Herbs Drive, Brevard, NC 28712	\$0.00	Galaxy
Fit for Life LLC	Sequential Brands Group, Inc.	Settlement Agreement	10 West 33rd Street, Suite 802, New York, NY 10001	\$0.00	Galaxy
Fit for Life LLC and FFL.com	Gaiam Americas, Inc.	Indemnification Agreement	10 West 33rd Street, Suite 802, New York, NY 10001	\$0.00	Galaxy
PFSweb, Inc.	Gaiam Americas, Inc.	Settlement Agreement and General Release	505 Millennium Drive, Allen, Texas 75013	\$0.00	Galaxy
High Life LLC	Gaiam Americas, Inc.	Revenue Share Agreement and Release	31 West 34th Street, 6th Floor, New York, NY 10001	\$0.00	Galaxy
Eclipse IP LLC	Gaiam Americas, Inc.	Settlement, Release and Licensing Agreement	115 NW 17th Street, Delrey beach, FL 33444	\$0.00	Galaxy
Ball Dynamics International, LLC	Gaiam Americas, Inc.	Settlement Agreement	2595 Canyon Boulevard, Suite 200, Boulder, CO 80302	\$0.00	Galaxy
Orostream LLC	Gaiam Americas, Inc.	Settlement and Nonexclusive Patent License Agreement	PO Box 14184, Chicago, IL 60614	\$0.00	Galaxy
Susan Nichols	Gaiam Americas, Inc.	Settlement and Release Agreement	1512 16th Street, #2, Santa Monica, CA 90404	\$0.00	Galaxy
M. Hiday & Company, Inc.	Sequential Brands Group, Inc.	License Agreement	10 West 33rd Street, New York, NY 10001	\$0.00	Galaxy
Fit For Life, LLC	Sequential Brands Group, Inc.	License Agreement	10 West 33rd Street, Suite 802, New York, NY 10001	\$1,443.25	Galaxy
FFL.com	Sequential Brands Group, Inc.	License Agreement	10 West 33rd Street, Suite 802, New York, NY 10001	\$0.00	Galaxy
High Life LLC	Sequential Brands Group, Inc.	License Agreement	31 West 34th Street, 6th Floor, New York, NY 10001	\$0.00	Galaxy
High Life, LLC	Galaxy International LLC	License Agreement	31 West 34th Street, 6th Floor, New York, NY 10001	\$0.00	Galaxy
Guirenniao Co., Ltd. and Xiamen EnWan Sports Industry Company Limited	Sequential Brands Group, Inc.	License Agreement	18th floor, Xiang'an Commercial Building, Wuyuanwan Operation Centre, 629 Sishui Road, Huli District, Xiamen, China	\$0.00	Galaxy
E.S. Originals, Inc.	The Basketball Marketing Company	License Agreement	440 Ninth Ave, 6th Floor, New York, NY 10018	\$0.00	Galaxy
ES Originals, Inc. (Galaxy Active)	American Sporting Goods Corporation	License Agreement	440 Ninth Ave, 6th Floor, New York, NY 10018	\$0.00	Galaxy
Lifeworks Technology Group, LLC	American Sporting Goods Corporation	License Agreement	530 7th Ave, 21st Floor New York, NY 10018	\$0.00	Galaxy
Oakbay Athletics	Sequential Brands Group, Inc.	License Agreement	4154 Charlene Drive, Los Angeles, CA 90043	\$0.00	Galaxy
ACT 77 Ltd.	The Basketball Marketing Company	License Agreement	6 Hatnufa Street, Tel Aviv, Israel, 6653506	\$0.00	Galaxy
Gem Park Developments	The Basketball Marketing Company	License Agreement	15 Tudor Street, Burwood, VIC 3125, Australia	\$0.00	Galaxy
Accessory Innovations, LLC	The Basketball Marketing Company	License Agreement	34 West 33rd Street, Suite 600, New York, NY 10001	\$0.00	Galaxy
Supply Accessories LLC	The Basketball Marketing Company	License Agreement	10 West 33rd St, Suite 803 New York, NY 10001	\$0.00	Galaxy
Walmart, Inc.	American Sporting Goods Corporation	License Agreement	702 S.W. 8th Street, Bentonville, Arkansas 72716	\$0.00	Galaxy
Walmart, Inc.	Galaxy Brands LLC	License Agreement/License Agreement	702 S.W. 8th Street, Bentonville, Arkansas 72716	\$0.00	Galaxy
Latin Shoes S.A.	American Sporting Goods Corporation	License Agreement	Méndez de Andes 1740 - CP 1406 - Capital Federal - Argentina	\$0.00	Galaxy
Holmberg Brands Oy	American Sporting Goods Corporation	License Agreement	Holmberg Brands Oy, Jonkankatu 4, 20360 Turku, Finland	\$0.00	Galaxy
Rosen Imports	American Sporting Goods Corporation	License Agreement	Punta Pacifica, Torre Metro Bank, Piso 7, Ciudad de Panamá, Panamá	\$0.00	Galaxy
Walmart Costa Rica	American Sporting Goods Corporation	License Agreement	56-1000 San Jose Parque Empresarial Forum II, Santa Ana, San Jose, Costa Rica	\$0.00	Galaxy
Jiangxi Baiying Sports Technology Co., Ltd.	American Sporting Goods Corporation	License Agreement	95 Yanjiang Road, Xibian Village, Chendai Town Jiangxi City, Fujian Province, Peoples Republic of China	\$0.00	Galaxy
Gainline Capital Partners LP	Galaxy Brands LLC	Trademark License Agreement	700 Canal Street, 5th Floor, Stamford, CT 06902	\$0.00	Galaxy
Importadora & Exportadora Rosen, S.A.	American Sporting Goods Corporation	License Agreement	Punta Pacifica, Torre Metro Bank, Piso 7, Ciudad de Panama, Panama	\$0.00	Galaxy
New Baillon LP Sports Co., Ltd	American Sporting Goods Corporation	License Agreement	6-10 Floor Yaian Building, Shuanglong Road, Jin Jiang, Fujian Province, China	\$0.00	Galaxy
Euravia AG	American Sporting Goods Corporation	License Agreement	Hanibuhlstrasse 8, CH-6300, Zug, Switzerland	\$0.00	Galaxy
Omega Apparel Ltd.	William Rast Licensing	License Agreement	463 Fashion Avenue, suite 801, New York, NY 10018	\$0.00	Galaxy
Millennial Apparel Group LLC	William Rast Licensing	License Agreement	1384 Broadway 9th Floor, New York, NY 10018	\$0.00	-
Royal Individual, Inc.	William Rast Licensing	License Agreement	55 W 47th St, Suite 1180, New York, NY 10036	\$0.00	-
Bellevue Brands, Inc.	William Rast Licensing	License Agreement	2 Jill Court, Building 21, Hillsborough, NJ 08844	\$0.00	-
TJX Companies, Inc.	William Rast Licensing	License Agreement	770 Cochituate Road, Framingham, MA 01701	\$0.00	-
Yoki Fashion International, LLC	William Rast Licensing	License Agreement	1410 Broadway Suite 1005, New York, NY 10018	\$0.00	-
Centric West LLC	Joe's Holdings, LLC	License Agreement	350 Fifth Avenue, New York, NY 10118	\$448,915.82	Centric
Star Denim Sales, LLC	Sequential Brands Group, Inc.	License Agreement	31 W 34th Street, 4th Floor, New York, NY 10001	\$0.00	Centric
International Design Group, Inc.	Joe's Holdings, LLC	License Agreement	2050 N. Stemmons Freeway, Suite #7016, Dallas, TX 752019	\$0.00	Centric
Bespoke Fashion LLC	Joe's Holdings, LLC	License Agreement	350 Madison Avenue, Suite 1501, New York, NY 10017	\$0.00	Centric
Burma Bibas LLC	Joe's Holdings, LLC	License Agreement	9725 Beach Channel Drive, Rockaway Park, NY 11693	\$0.00	Centric
Bellevue Brands, Inc.	Joe's Holdings, LLC	License Agreement	2 Jill Court, Building 21, Hillsborough, NJ 08844	\$0.00	Centric
ESP Group Ltd.	Joe's Holdings, LLC	License Agreement	2397 Bateman Avenue Duarte, CA 91010 United States	\$0.00	Centric
ACI International	Joe's Holdings, LLC	License Agreement	844 Moraga Drive, Los Angeles, CA 90049	\$0.00	Centric
ACI International	Joe's Holdings, LLC	Settlement Agreement and Mutual General Release	844 Moraga Drive, Los Angeles, CA 90049	\$0.00	Centric
BMG Import Exports Inc.	Joe's Holdings, LLC	License Agreement	19 W. 34th Street, Suite 914, New York, NY 10001	\$0.00	Centric
Brixton, LLC	Joe's Holdings, LLC	License Agreement	3821 Ocean Ranch Blvd., Oceanside, CA 92056	\$0.00	Centric
Gaia Inc.	Gaiam Americas, Inc.	Trademark Agreement	833 S So Boulder Rd, Boulder, CO, 80307	\$0.00	Galaxy
Computershare Limited	Sequential Brands Group, Inc.	Agreement - stock transfer and employee share plan services	480 Washington Blvd, 26th floor, Jersey City, NJ 07310	\$7,295.63	-
EisnerAmper LLP	Sequential Brands Group, Inc.	Engagement Letter	733 3rd Ave, New York, NY 10017	\$58,084.00	-
Centri Business Consulting LLC	Sequential Brands Group, Inc.	Engagement Letter	530 Seventh Avenue, Suite 907, New York, NY 10018	\$10,400.36	-
CohnReznick	Sequential Brands Group, Inc.	Engagement Letter	100 Jericho Quadrangle, Jericho, NY 11753	\$40,400.00	-
1407 Broadway Real Estate LLC	SBG Universe Brands LLC	Lease Agreement	1407 Broadway Suite 2200 New York, NY 10018	\$1,026.48	-
Jacob Weber	GBT Promotions/ The Basketball Marketing Company	Consulting Agreement	450 Massachusetts Ave, Washington, D.C. 20001	\$0.00	-
Sam Eakins Koppelman	Sequential Brands Group, Inc.	Consulting Agreement	PO Box 2984 Tybee Island, GA 31328	\$0.00	-
REL Consulting	Sequential Brands Group, Inc.	Consulting Agreement	38 Whitney St, Westport, CT 06880	\$37,000.00	-

Norman Powell	Sequential Brands Group, Inc.	Sponsorship Agreement	c/o Wasserman Media Group, LLC 10900 Wilshire Blvd, Suite 1200, Los Angeles, CA 90024	\$0.00	-
Brian Nunez	SBG Universe Brands LLC	Consulting Agreement - Social Media	615 Eaton St. Santa Cruz, CA 95062	\$0.00	-
Brian Valmond	SBG Universe Brands LLC	Consulting Agreement - Social Media	1411 Stonebridge Blvd New Castle, DE 19720	\$0.00	-
Betnijah Laney	The Basketball Marketing Company	Sponsorship Agreement	18 Gravelly Run Branch Rd., Clayton, DE 19938	\$0.00	Galaxy
New Life CDC	The Basketball Marketing Company	Investment Agreement	225 N. 8th Street, Kenilworth, NJ 07033	\$0.00	Galaxy
Gstate	The Basketball Marketing Company	Investment Agreement	500 Chandler Avenue, Linden, NJ 07036	\$0.00	Galaxy
Lippe Taylor	The Basketball Marketing Company	Consulting Agreement	140 Broadway 28th FL, New York, NY 10005	\$0.00	Galaxy
Lippe Taylor	Sequential Brands Group, Inc.	Consulting Agreement	140 Broadway 28th FL, New York, NY 10005	\$0.00	Galaxy
BH26 Consultoria e Participacoes Ltda	Sequential Brands Group, Inc.	Commission Agreement	City of São Paulo, State of São Paulo, Federative Republic of Brazil at Av. Angélica no.2.510, 9o andar	\$0.00	Galaxy
Merchant Factor Corporation	Sequential Brands Group, Inc.	Commission Agreement	1441 Broadway, 22nd FL, New York, NY 10018	\$2,446.00	Galaxy
Rick Platt	Sequential Brands Group, Inc.	Commission Agreement	314 Flanders Rd, Easy Lyme, CT 06333	\$2,567.85	Galaxy
Galaxy Universal LLC	Sequential Brands Group, Inc.	Consulting Agreement	440 9th Ave, New York, NY 10001	\$0.00	Galaxy
Clarion Medical Technologies Inc.	Galaxy Brands, LLC	Undertaking Agreement	125 Fleming Drive, Cambridge, Ontario, N1T 2b8, Canada	\$0.00	Galaxy
Just Because Productions, Inc.	Sequential Brands Group, Inc.	Termination Agreement	c/o Nigro, Karlin Segal Feldstein & Bolino LLC, 10960 Wilshire Blvd., 5th Floor, Los Angeles, CA 90024	\$22,259.03	-
Delta Galil USA, Inc.	American Sporting Goods Corporation	Settlement Agreement and Mutual Release	564 Fifth Avenue, New York, NY 10036	\$0.00	Galaxy
Prologis Targeted US Logistics Fund, L.P.	American Sporting Goods Corporation	Settlement Agreement	PO Box 846336, Dallas, TX 75284-6336	\$0.00	Galaxy
Tennman Brands LLC	William Rast Licensing	Licensing Agreement	10960 Wilshire Blvd, Los Angeles, CA 90024	\$21,829.40	-
Toppan Merrill USA Inc.	Sequential Brands Group, Inc.	Agreement - Capital Market	1501 Energy Park Drive, St. Paul, MN 55108	\$2,622.00	-
Chatham Hedging Advisors	Sequential Brands Group, Inc.	Engagement Letter	235 Whitehorse Lane, Kennett Square, PA 19348	\$19,687.50	-
Vianovo, LP	Sequential Brands Group, Inc.	Consulting Agreement	327 Congress Avenue, Suite 450, Austin, TX 78701	\$0.00	-
RSM US LLP	Sequential Brands Group, Inc.	Engagement Letter	331 West Third Street, Suite 200, Davenport, IA 52801	\$3,871.00	-
8x8 Inc.	Sequential Brands Group, Inc.	Agreement/monthly invoice - phone service	2125 O'Nel Drive, San Jose, CA 95131	\$673.91	-
CIT Solutions Inc.	Sequential Brands Group, Inc.	Agreement/monthly invoice - lease for copiers at 1407 Broadway Office	21146 Network Place, Chicago, IL 60673-1211	\$0.00	-
Corporation Service Company	Sequential Brands Group, Inc.	Agreement/annual invoice - Internet domains	PO Box 13397, Philadelphia, PA 19101	\$4,268.69	-
Microsoft Azure	Sequential Brands Group, Inc.	Agreement/monthly invoice for Azure cloud use	Microsoft Corporation, One Microsoft Way, Redmond, WA 98052	\$0.00	-
O. P. Solutions, Inc.	Sequential Brands Group, Inc.	Agreement for legal software	350 1st Ave Ste MG, New York, NY 10010	\$0.00	-
Pilot Fiber NY LLC	Sequential Brands Group, Inc.	Agreement for primary internet service at 1407 Broadway Office/monthly invoice	1115 Broadway Floor 12, New York, NY 10010	\$790.00	-
Revelwood	Sequential Brands Group, Inc.	Agreement/annual invoice - License and support for TM1	258 Vreeland Road, Suite 111, Florham Park, NJ 07932	\$0.00	-
SHI International Corp	Sequential Brands Group, Inc.	Agreement/annual invoice - Mimecast email security system and Microsoft Office Software	290 Davison Ave Somerset, NJ 08873	\$0.00	-
Spectrum (f/k/a Time Warner)	Sequential Brands Group, Inc.	Agreement/monthly invoice for backup internet at 1407 Broadway Office	P.O. Box 7186, Pasadena, CA 91109-7186	\$157.96	-
Vistex, Inc.	Sequential Brands Group, Inc.	License Maestro Agreement	2300 Barrington Road, Hoffman Estates, IL 60169	\$0.00	-
World Software Corporation (Worldox)	Sequential Brands Group, Inc.	Agreement for legal software	266 Harristown Road, Suite 201, Glen Rock, NJ 07452	\$0.00	-
Phillips Nizer LLP	Sequential Brands Group, Inc.	Engagement Letter	485 Lexington Avenue, New York, NY 10017-2643	\$38,362.00	-
Richards Layton & Finger	Sequential Brands Group, Inc.	Engagement Letter	One Rodney Square, 920 North King Street, Wilmington, DE 19801	\$9,104.11	-
Golenbock Eiseman Assor Bell & Pesoke LLP	Sequential Brands Group, Inc.	Engagement Letter	711 Third Avenue, New York, NY 10017	\$4,622.40	-
Grimes LLC	Sequential Brands Group, Inc.	Engagement Letter	8890 Terrene Court, Unit 102, Bonita Springs, FL 34135	\$68.25	-
Locke Lord LLP	Sequential Brands Group, Inc.	Engagement Letter	2200 Ross Avenue, Ste 2200 Dallas, TX 75201	\$0.00	-
MG-IP Law, P.C	Sequential Brands Group, Inc.	Engagement Letter	4000 Legato Road, Suite 310 Fairfax, VA 22033	\$2,585.00	-
Wood, Herron & Evans LLP	Sequential Brands Group, Inc.	Engagement Letter	2700 Carew Tower 441 Vine Street Cincinnati, OH 45202	\$66,866.82	-
Shearman & Sterling LLP	Sequential Brands Group, Inc.	Engagement Letter	599 Lexington Avenue, New York, NY 10022	\$164,176.00	-
Simon Management Associates	Joe's Holdings, LLC	Agreement - Joe's Jeans	401 NE Northgate Way, Suite 210, Seattle, WA 90125	\$41,334.00	-
Symphony Investment Partners, Inc.	Sequential Brands Group, Inc.	Commission Agreement	359 Ortego Ridge Road, Santa Barbara, CA 93108	\$27,045.99	-
Proskauer Rose LLP	Sequential Brands Group, Inc.	Engagement Letter	Eleven Times Square, New York, NY 10036-8299	\$22,430.00	-
Alvarez & Marsal	Sequential Brands Group, Inc.	Engagement Letter	600 Madison Ave., 8th Floor, New York, NY 10022	\$22,232.50	-
Olshan Frome Wolosky LLP	Sequential Brands Group, Inc.	Engagement Letter	1325 Avenue of the Americas, New York, NY 10019	\$18,690.00	-
Perkins Coie LLP	Sequential Brands Group, Inc.	Engagement Letter	1201 Third Ave Suite 4900 Seattle WA 98101	\$7,380.00	-
Sher Tremonte LLP	Sequential Brands Group, Inc.	Engagement Letter	90 Broad St 23rd FL New York NY 10004	\$8,875.00	-
Navex Global	Sequential Licensing, Inc.	Agreement - Software	5500 Meadows Rd Ste. 500, Lake Oswego, OR 97035	\$0.00	-
Atrium Staffing LLC	Sequential Licensing, Inc.	Agreement - Temp hiring	625 Liberty Avenue Suite 200 Pittsburgh, PA 15222	\$0.00	-
ADP TotalSource	Sequential Licensing, Inc.	Agreement - Payroll	One Penn Plaza, 23rd Fl, New York, NY 10119	\$0.00	-
Joon	Sequential Brands Group, Inc.	Monthly billing - just cancelled (old phone service - for conference bridge)	4300 W Lake Mary Blvd #1010-346 Lake Mary, FL 23746	\$125.96	-
LDI Color Toolbox	Sequential Brands Group, Inc.	Agreement - Copier Lease	50 Jericho Quadrangle, Jericho, NY 11753	\$194.11	-
With You Inc.	Sequential Brands Group, Inc.	Operating Agreement	DL Business Management, 244 West 54th Street, 9th Floor, New York, NY 10019	\$2,653.70	-
Tina Simpson	Sequential Brands Group, Inc.	Services Agreement	DL Business Management, 244 West 54th Street, 9th Floor, New York, NY 10019	\$1,827.36	-