

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

In re:

Liquidating Supply, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

**Hearing Date: October 2, 2024 at 10:00 a.m. (ET)**

**Objection Deadline: September 25, 2024 at 4:00 p.m. (ET)**

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING  
ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS; (II)  
FIXING THE CURE COSTS; AND (III) GRANTING RELATED RELIEF**

**PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR  
NAMES AND THEIR CONTRACTS LISTED ON EXHIBIT 1  
TO THE PROPOSED ORDER ATTACHED HERETO AS EXHIBIT A.**

By this motion (the “Motion”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a) and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the “Contracts” and each individually, a “Contract”) identified on **Exhibit 1** to the Proposed Order, pursuant to that certain *Transition Services Agreement*, dated July 19, 2024 (the “TSA”), by and among TZ SSE Buyer, LLC (the “Purchaser”) and Supply Source Enterprises, Inc., n/k/a Liquidating

<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor’s federal tax identification number, are: Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) (0842); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Liquidating Impact, LLC (f/k/a Impact Products, LLC) (7450); and Liquidating SZ, LLC (f/k/a The Safety Zone, LLC) (4597). The Debtors’ headquarters are located at 2840 Centennial Drive, Toledo, Ohio 43617.



Supply, Inc. (“Supply Source,” and together with the Purchaser, the “TSA Parties”); (ii) fixing the Cure Costs (as defined below) in connection thereto; and (iii) granting related relief. In support of the Motion, the Debtors respectfully represent as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction over these Chapter 11 Cases, the Debtors, property of the Debtors’ estates, and these matters under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

2. Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

### **GENERAL BACKGROUND**

5. On May 21, 2024 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). *See* Docket No. 45. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On June 3, 2024, the

Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the Official Committee of Unsecured Creditors (the “Committee”). *See* Docket No. 82. As of the date hereof, no trustee or examiner, has been appointed in these Chapter 11 Cases.

6. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in the *Declaration of Thomas Studebaker in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the “First Day Declaration”), which is incorporated herein by reference.<sup>2</sup>

### **FACTS RELEVANT TO THIS MOTION**

7. As set forth in greater detail in the First Day Declaration and the *Debtors’ Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Designating the Stalking Horse Bidder, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (F) Granting Related Relief; and (II)(A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 16], the Debtors initiated these Chapter 11 Cases to execute a value-maximizing sale of all or substantially all of the Debtors’ business and assets.

8. On July 10, 2024, the Court entered *the Order (A) Approving the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Approving the*

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Sale Order (as defined below).

*Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 222] (the “Sale Order”), whereby the Court approved the sale of substantially all of the Debtors’ assets (the “Sale”) to the Purchaser. The Sale closed on July 19, 2024. *See* Docket No. 257.

9. On July 19, 2024, the TSA Parties also entered into the TSA. Since the Sale, and pursuant to the TSA, the Debtors have been providing the Purchaser certain transition services in connection with the orderly transition of the Purchased Assets to the Purchaser. Pursuant to its terms, the TSA expired on September 17, 2024.

10. In connection with the Sale and the TSA, the Purchaser has designated certain additional Contracts that should be assumed by the Debtors and assigned to the Purchaser.

### **RELIEF REQUESTED**

11. By this Motion, the Debtors request that the Court enter the Proposed Order, (i) authorizing the assumption and assignment of the Contracts to the Purchaser; (ii) fixing Cure Costs (as defined in the Sale Order) in connection thereto; and (iii) granting related relief.

### **BASIS FOR RELIEF**

#### **I. The Assumption and Assignment of the Contracts Is in the Best Interest of the Debtors and Their Estates.**

12. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or [unexpired] lease of the debtor.” 11 U.S.C. § 365(a). Approval of a debtor’s decision to assume or reject an executory contract or unexpired lease is appropriate when the debtor’s reasonable business judgment supports assumption or rejection. *See, e.g., Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (noting that section 365 of the Bankruptcy Code “permits the trustee or debtor-in-possession, subject to the approval of the

bankruptcy court, to go through the inventory of executory contracts of the debtor and decide whether ones it would be beneficial to adhere to and which ones it would be beneficial to reject”); *see also In re Caribbean Petroleum Corp.*, 444 B.R. 263, 268 (Bankr. D. Del. 2010) (“Courts normally leave the decision to reject a contract to the debtor’s sound business judgment.”); *In re Armstrong World Indus.*, 348 B.R. 136, 162 (D. Del. 2006) (explaining that courts defer to a debtor’s business judgment to reject a contract under 11 U.S.C. § 365(a)).

13. Once an executory contract is assumed, the trustee or debtor-in-possession may elect to assign such contract. *See L.R.S.C. Co. v. Rickel Home Ctrs. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 299 (3d Cir. 2000) (“The Code generally favors free assignability as a means to maximize the value of the debtor’s estate.”); *see also Leonard v. Gen. Motors Corp. (In re Headquarters Dodge, Inc.)*, 13 F.3d 674, 682 (3d Cir. 1994) (noting purpose of section 365(f) is to assist trustee in realizing the full value of the debtor’s assets).

14. If the debtor’s business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease or executory contract. *See Grp. of Institutional Invs. v. Chi. M. St. P. & P.R. Co.*, 318 U.S. 523 (1943); *Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989). The business judgment test “requires only that the trustee or debtor-in-possession demonstrate that [assumption or] rejection of the contract will benefit the estate.” *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (quoting *In re Stable Mews Assocs., Inc.*, 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984)). Any more exacting scrutiny would slow the administration of a debtor’s estate and increase costs, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten this Court’s ability to control

a case impartially. See *Richmond Leasing Co. v. Cap. Bank, NA.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

15. Additionally, section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, bankruptcy courts routinely authorize sales of a debtor’s assets if such sale is based upon the sound business judgment of the debtor. See, e.g., *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991); *In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at \*11 (Bankr. D. Del. Apr. 2, 2001).

16. The assumption and assignment of the Contracts represents an exercise of the Debtors’ sound business judgment. The Debtors have sold substantially all of their assets and are winding down their affairs. The Debtors have fulfilled their obligations to provide transition services to the Purchaser, pursuant to the terms of the TSA, and no longer have a need for the Contracts. By assuming and assigning the Contracts, the Debtors are able to eliminate those claims against the estates, thereby maximizing value for all stakeholders.

## **II. The Assumption and Assignment of the Contracts Complies with Bankruptcy Code Section 365.**

17. Pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must “cure[], or provide adequate assurance that the [debtor] will promptly cure,” any default, including compensation for any “actual pecuniary loss” relating to such default. 11 U.S.C. § 365(b)(1); *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 534 (Bankr. D.N.J. 1988). Section 365(f) of the Bankruptcy Code provides that the “trustee may

assign an executory contract . . . only if the trustee assumes such contract . . . and adequate assurance of future performance is provided.” 11 U.S.C. § 365(f)(2). The words “adequate assurance of future performance” must be given a “practical, pragmatic construction” in light of the proposed assumption. *In re Fleming Cos.*, 499 F.3d 300, 307 (3d Cir. 2007) (quoting *Cinicola v. Scharffenberger*, 248 F.3d 110, 120 n. 10 (3d Cir. 2001)). Courts have found no single standard of adequate assurance to be dispositive. The form of adequate assurance to be provided will instead depend on the facts and circumstances of the case. *See Winters Nursery v. Color Spot Holdings*, No. 18-1246, 2018 WL 3996938, at \*2 (D. Del. Aug. 21, 2018) (stating that adequate assurance “will fall considerably short of an absolute guarantee of performance”). A party may demonstrate adequate assurance by showing that it is financially capable of performing under the agreement. *See Cinicola*, 248 F.3d at 117.

18. Here, many of the Contract counterparties previously had an opportunity to object to the Cure Costs. *See Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 175] (the “Notice”). Those Contract counterparties who received the Notice are specifically identifies on **Exhibit 1** to the Proposed Order. All objections and informal responses were resolved prior to entry of the Sale Order.

19. Pursuant to the Sale Order, all Contract counterparties that received the Notice and did not timely file an objection to the assumption and/or assignment were “deemed to consent to the assumption and/or assignment by the Debtors of their [] Contract to the Purchaser”. Sale Order ¶ W. Additionally, the Court found that the Purchaser had provided adequate assurance of future performance. Accordingly, the cure and adequate assurance requirements of section 365 are satisfied as to those Contracts that were listed on the Notice. *See* Sale Order ¶ X. Additionally,

all Cure Costs will be paid in accordance with the terms of the Sale Order and the Stalking Horse APA. *Id.*

20. Certain Contracts were not included in the Notice and, thus, the Debtors have identified on **Exhibit 1** to the Proposed Order those Contracts, as well as the Cure Cost for each of the Contracts. The Cure Costs accurately reflect the numbers contained in the Debtors' books and records and will be paid by the Debtors in accordance with the terms of the Sale Order and the Stalking Horse APA. The Purchaser has provided adequate assurance of future performance through its continued performance under the Contracts during the TSA period and its willingness to take on the related contractual obligations. Additionally, these Contract counterparties will receive adequate notice of the proposed assumption and assignment because they will be served with a copy of this Motion and have a reasonable opportunity to object to the assumption or assignment of the Contract(s) to which they are a counterparty.

21. Accordingly, the Debtors request that this Court authorize the Debtors to assume the Contracts and assign them to the Purchaser.

**REQUEST FOR IMMEDIATE RELIEF & WAIVER OF STAY**

22. Bankruptcy Rule 6006(f) establishes requirements for a motion to assume and assign multiple executory contracts or unexpired leases that are not between the same parties.

Bankruptcy Rule 6006(f) states, in part, that such a motion shall:

- (1) state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- (2) list parties alphabetically and identify the corresponding contract or lease;
- (3) specify the terms, including the curing of defaults, for each requested assumption or assignment;
- (4) specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;

(5) be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and

(6) be limited to no more than 100 executory contracts or unexpired leases.

Fed. R. Bankr. P. 6006(f). The Debtors respectfully submit that the relief requested in this Motion complies with the requirements of Bankruptcy Rule 6006(f), and that any adequate performance of future performance has been provided by the Purchaser, as so found by the Court in the Sale Order. *See* Sale Order ¶ X.

### **REQUEST FOR IMMEDIATE RELIEF & WAIVER OF STAY**

23. Pursuant to Bankruptcy Rule 6006(d), the Debtors seek a waiver of any stay of the effectiveness of an order granting this Motion, to the extent that it applies to the relief requested in this Motion. Bankruptcy Rule 6006(d) provides that “[a]n order authorizing the trustee to assign an executory contract or unexpired lease under §365(f) is stayed until the expiration of 14 days after the entry of the order, *unless the court orders otherwise*” (emphasis added). The relief requested herein is necessary to complete consummation of the Sale and essential to avoid the potential accrual of unnecessary administrative expenses. Accordingly, the Debtors submit that, to the extent that Bankruptcy Rule 6006(d) applies, ample cause exists to justify a waiver of the fourteen-day stay.

### **RESERVATION OF RIGHTS**

24. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors’ right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an admission that any particular claim is of a type specified or defined hereunder; or (e) a waiver of the Debtors’ rights under the Bankruptcy Code or any other applicable law. The Debtors further reserve all rights, claims, and defenses in respect to the Contracts.

**NOTICE**

25. Notice of this Motion will be provided to the following parties or their respective counsel: (a) the U.S. Trustee; (b) counsel to the Committee; (c) counsel to the DIP Lender; (d) counsel to the Prepetition Secured Parties; (e) counsel to the Purchaser; (f) the Contract counterparties; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

*[Remainder of Page Intentionally Left Blank]*

**CONCLUSION**

WHEREFORE, the Debtors request entry of the Proposed Order, granting the relief requested herein and such other and further relief as is just and proper.

Dated: September 18, 2024  
Wilmington, Delaware

Respectfully submitted,

/s/ Katelin A. Morales

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*Counsel to the Debtors and Debtors in Possession*

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

In re:

Liquidating Supply, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

**Hearing Date: October 2, 2024 at 10:00 a.m. (ET)**

**Objection Deadline: September 25, 2024 at 4:00 p.m. (ET)**

**NOTICE OF DEBTORS' MOTION  
FOR ENTRY OF AN ORDER (I) AUTHORIZING ASSUMPTION  
AND ASSIGNMENT OF CERTAIN CONTRACTS; (II) FIXING  
THE CURE COSTS; AND (III) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed the *Debtors' Motion for Entry of an Order (I) Authorizing Assumption and Assignment of Certain Contracts; (II) Fixing the Cure Costs; and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

**PLEASE TAKE FURTHER NOTICE** that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3<sup>rd</sup> Floor, 824 North Market Street, Wilmington, Delaware 19801, on or before **September 25, 2024 at 4:00 p.m. (ET)** (the "Objection Deadline") and served upon and received by the undersigned attorneys for the Debtors.

**PLEASE TAKE FURTHER NOTICE** that, if any objections to the Motion are received,

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<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) (0842); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Liquidating Impact, LLC (f/k/a Impact Products, LLC) (7450); and Liquidating SZ, LLC (f/k/a The Safety Zone, LLC) (4597). The Debtors' headquarters are located at 2840 Centennial Drive, Toledo, Ohio 43617.

the Motion and such objections shall be considered at a hearing before the Honorable Brendan L. Shannon at the Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801 on **October 2, 2024 at 10:00 a.m. (ET)**.

**IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: September 18, 2024  
Wilmington, Delaware

Respectfully submitted,

/s/ Katelin A. Morales

M. Blake Cleary (No. 3614)

R. Stephen McNeill (No. 5210)

Katelin A. Morales (No. 6683)

Shannon A. Forshay (No. 7293)

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**EXHIBIT A**  
**Proposed Order**

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

In re:

Liquidating Supply, Inc., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

Re: Docket No.\_\_\_\_

**ORDER GRANTING DEBTORS' MOTION FOR ENTRY  
OF AN ORDER (I) AUTHORIZING ASSUMPTION AND  
ASSIGNMENT OF CERTAIN CONTRACTS; (II) FIXING  
THE CURE COSTS; AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")<sup>2</sup> of the debtors and debtors in possession in the above-captioned cases (the "Debtors") for entry of an order, pursuant to sections 105(a) and 365 of the Bankruptcy Code and rules 6006 and 6007 of the Bankruptcy Rules; and the Court having reviewed the Motion and having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (iv) notice of the Motion was adequate and that no other or further notice is necessary; and after due deliberation the Court having determined that the relief requested in the Motion is necessary and essential for the administration of the Debtors' estates and such relief is in the best interests of the Debtors, their estates, their creditors, and all other parties-in-interest; and the legal and factual bases set forth in the Motion

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<sup>1</sup> The Debtors in these chapter 11 proceedings, together with the last four digits of each Debtor's federal tax identification number, are: Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.) (0842); SSE Intermediate, Inc. (1772); SSE Buyer, Inc. (5901); Liquidating Impact, LLC (f/k/a Impact Products, LLC) (7450); and Liquidating SZ, LLC (f/k/a The Safety Zone, LLC) (4597). The Debtors' headquarters are located at 2840 Centennial Drive, Toledo, Ohio 43617.

<sup>2</sup> Capitalized terms used herein as defined terms and not otherwise defined shall have those meanings ascribed to them in the Motion.

having established just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, the assumption and assignment of each of the Contracts set forth on **Exhibit 1** attached hereto is hereby approved and the Debtors are authorized to assume and assign the Contracts to the Purchaser.
3. Pursuant to Bankruptcy Rule 6006(d), the assumption and assignment of the Contracts shall be effective as of September 18, 2024 (the "Effective Date").
4. The failure to describe specifically or include any particular provision of the Contracts in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that each of the Contracts be assumed and assigned to the Purchaser in their entirety.
5. The Cure Costs, if any, required to be paid under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Contracts shall be paid in accordance with the Sale Order and the Stalking Horse APA. Other than the Cure Costs, the counterparties to the Contracts shall be barred from asserting any additional cure costs or other claims arising prior to the Effective Date with respect to the Contracts, and the payment of such Cure Costs shall effect a cure of all defaults existing as of the Effective Date and shall compensate for any actual pecuniary loss to such counterparty from such default.
6. Notwithstanding anything to the contrary herein, nothing in this Order shall obligate the Debtors to pay any amounts beyond the Cure Costs for amounts accrued under the

Contracts prior to or relating to goods and services provided under the Contracts prior to the Effective Date.

7. The Purchaser shall assume and pay all costs, expenses and liabilities arising under the Contracts from and after the consummation of the assumption and assignment of the Contracts. In no case shall the Purchaser be liable for amounts other than as set forth herein and in the Contracts.

8. The Purchaser has provided adequate assurance of its future performance under the Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

9. The assignment of the Contracts to the Purchaser shall constitute a legal, valid, and effective transfer of the Contracts and vest the Purchaser with all right, title, and interest to the Contracts.

10. The provisions of this Order shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

11. The Debtors are authorized to take any action or to execute and deliver to the Purchaser any documents or other instruments as may be necessary to implement the terms of this Order and the assignment contemplated herein without further order from this Court.

12. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein is intended or should be construed as: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the rights of the Debtors and their estates to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an admission that any particular claim is of a type specified or defined hereunder; or (e) a waiver of the rights of the Debtors and

their estates under the Bankruptcy Code or any other applicable law, pursuant to section 365 of the Bankruptcy Code.

13. Notwithstanding the relief granted herein and any actions taken pursuant hereto, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of, any claim held by any person or entity.

14. Notwithstanding any applicable rule, including without limitation Bankruptcy Rule 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

15. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**Exhibit 1****Assumed Contracts**

<b>Debtor(s)</b>	<b>Counterparty</b>	<b>Contract Type</b>	<b>Contract Description</b>	<b>Cure Cost</b>	<b>Listed in Notice</b>	<b>Assumption Date</b>
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	ABM Industries	Customer	Volume rebate agreement between ABM Industries and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Acme Paper and Supply	Customer	Volume rebate agreement between Acme Paper and Supply and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Afflink	Customer	Fixed dollar and rebate agreement between Afflink and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	All Florida Paper	Customer	Fixed dollar agreement between All Florida Paper and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Arrow Paper	Customer	Volume rebate and fixed dollar agreement between Arrow Paper and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	BradyIfs	Customer	Standard Purchase agreement by and between BradyIfs and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Bunzl	Customer	Standard Purchase agreement by and between Bunzl and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Butler Brothers	Customer	Volume rebate agreement between Butler Brothers and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Clark Core Solutions	Customer	Volume and growth rebate agreement between Clark Core Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Cogent Solutions	Customer	Volume rebate agreement between Cogent Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Dacotah Paper Co.	Customer	Fixed dollar marketing agreement between Dacotah Paper Co. and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Diken	Customer	Standard Purchase agreement by and between Diken and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Diken International	Customer	Growth rebate agreement between Diken International and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Distributor Partners of America	Customer	Fixed dollar and rebate agreement between Distributor Partners of America and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Do It Best	Customer	Drop Ship Allowance and Deficiency agreement between Do It Best and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Edward Don & Company	Customer	Payment terms rebate agreement between Edward Don and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Envoy	Customer	Standard purchase agreement by and between Envoy and Supply Source Enterprises.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Essendant	Customer	Essendant Supplier Sponsorship agreement with Supply Source	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Gordon Food Service	Customer	Rebate Program Agreement between Gordon Food Service and Supply Source Enterprises Inc	\$0.00	N	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Guest Supply	Customer	Volume rebate agreement between Guest Supply and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Hantover Inc.	Customer	Standard Purchase agreement by and between Hantover Inc. and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Hillyard	Customer	Hillyard and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Home Depot Pro Volume	Customer	Home Depot Pro Volume rebate agreement and advertising agreement with Impact Products, LLC	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Imperial Dade	Customer	Imperial Bag and Paper Co. LLC d/b/a Imperial Dade and Supply Source Enterprises	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Independent Suppliers Group (ISG)	Customer	Buying Group Program Agreement between Independent Suppliers Group (ISG) and Supply source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Labatt Food Service	Customer	Direct Rebate Program Agreement between Labatt Food Service and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Lipari Foods Inc.	Customer	Rebate Program Agreement between Lipari Foods Inc. and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Memco	Customer	Rebate Program Agreement between Memco and Safety and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	MSC	Customer	Baseline Program Participation Agreement between MSC and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	National Service Alliance, LLC (NSA)	Customer	Rebate Program Agreement between National Service Alliance (NSA) and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Nelson Jameson	Customer	Rebate Program Agreement between Nelson Jameson and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Network Services Company	Customer	Program Agreement between Network Services Company, and its wholly owned Subsidiary, National Paper & Plastics Company dba NetSource, and Supply Source Enterprises Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Office Depot Max	Customer	Office Depot Max - Purchase agreement with Supply Source	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Paper Products Co., Inc.	Customer	Rebate Program Agreement between Paper Products and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pollock / Landsberg Orora	Customer	Rebate Program Agreement between Pollock/Landsberg Orora and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Pro-Link	Customer	Rebate Program Agreement between ProLink and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Regal Distributing	Customer	Standard Purchase agreement by and between Regal distributing and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	RJ Schinner	Customer	Rebate Program Agreement between RJ Schinner and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Schilling	Customer	Rebate Program Agreement between Schilling and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Sheppard Enterprises	Customer	Rebate Program Agreement between Sheppard Enterprises and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Singer Equipment Inc.	Customer	Rebate Program Agreement between Singer Equipment Inc. and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SP Richards	Customer	Rebate Program Agreement between SP Richards and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SSS Buying Group	Customer	Rebate Program Agreement between SSS Buying Group (Triple S) and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024

Liquidating Impact, LLC (f/k/a Impact Products, LLC)	Staples, Inc.	Customer	Staples, Inc. and its affiliates and Impact Products, LLC	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Stauffer Glove	Customer	Rebate Program Agreement between Stauffer Glove and Safety and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	SupplyOne	Customer	Rebate Program Agreement between SupplyOne and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Tenzing, LLC & Clark Hill	Customer	Agreement between Tenzing LLC, Clark Hill and Supply Source Enterprises for legal advice and representation in connection with the review and enforcement of potential detention and demurrage related claims against the shipping carriers	\$0.00	Y	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	The Home Depot (retail)	Customer	Rebate Program agreement between The Home Depot and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	The United Group (TUG)	Customer	Rebate Program Agreement between the United Group and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	The Wasserstrom Company	Customer	Rebate Program Agreement between The Wasserstrom Company and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Trimark	Customer	TriMark and Supply source (Safety Zone LLC)	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Uline	Customer	Rebate Program agreement between Uline and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Veritiv	Customer	Rebate Program Agreement between Veritiv and Supply Source Enterprises Inc.	\$0.00	Y	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Walter E. Nelson	Customer	Rebate Program Agreement between Walter E Nelson and Supply Source Enterprises, Inc	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	WCP Solutions	Customer	Rebate Program Agreement between WCP Solutions and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Wenco (s/ Walter Nelson)	Customer	Rebate Program Agreement between Wenco and Supply Source Enterprises, Inc.	\$0.00	N	September 18, 2024
Liquidating SZ, LLC (f/k/a The Safety Zone, LLC)	Associated Integrated Supply Chain Solutions	Lease - Equipment	Lift Truck Rental Agreement between Associated Integrated Supply Chain Solutions and The Safety Zone in Richmond, IN	\$63,406.65	N	September 18, 2024

Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Flexprint LLC	Vendor	Lease agreement between Flexprint LLC and Supply Source Enterprises, Inc.	\$0.00	Y	September 18, 2024
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Spectrotel	Vendor	Service agreement and Addendum number 1 to the Spectrotel Holding Company LLC Master Services Agreement between Spectrotel and Supply Source Enterprises, Inc.	\$12,830	Y	September 18, 2024