

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

In re:

Liquidating Supply, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11054 (BLS)

(Jointly Administered)

Re: Docket Nos. 361 & 395

**SECOND 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")² 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

¹ 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 location of the Debtors' service address in these chapter 11 cases is c/o Portage Point Partners (Attn: Tom Studebaker) 640 Fifth Avenue, 10th Floor, New York, NY 10019.

² 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 the Contract set forth on **Exhibit 1** attached hereto is hereby approved and the Debtors are authorized to assume and assign the Contract to the Purchaser.
3. Pursuant to Bankruptcy Rule 6006(d), the assumption and assignment of the Contract shall be effective as of September 18, 2024 (the “Effective Date”).
4. The failure to describe specifically or include any particular provision of the Contract in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Contract be assumed and assigned to the Purchaser in its 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 Contract shall be paid in accordance with the Sale Order and the Stalking Horse APA. Other than the Cure Costs, the counterparties to the Contract shall be barred from asserting any additional cure costs or other claims arising prior to the Effective Date with respect to the Contract, 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

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

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

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

9. The assignment of the Contract to the Purchaser shall constitute a legal, valid, and effective transfer of the Contract 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.

Dated: October 18th, 2024
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Assumed Contract**

Debtor(s)	Counterparty	Contract Type	Contract Description	Cure Cost	Listed in Notice	Assumption Date
Liquidating Supply, Inc. (f/k/a Supply Source Enterprises, Inc.)	Flexprint LLC	Vendor	Lease agreement – xxx6393-000	\$19,019.68	Y	September 18, 2024