

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

WELLMADE FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

**NOTICE OF PROPOSED ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

1. On August 4, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

2. On August 8, 2025, the Debtors filed the *Motion of the Debtors for Entry of Orders (I)(A) Establishing Bidding Procedures Relating to the Sale of the Debtors’ Assets, (B) Approving the Debtors’ Entry into the Stalking Horse Purchase Agreements and Related Bid Protections, (C) Establishing Procedures Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (D) Approving Form and Manner of Notices Relating Thereto, (E) Scheduling a Hearing to Consider the Proposed Sale, and (F) Granting Related Relief* (the “Bid Procedures Motion”); and (II)(A) *Approving the Sale of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 38] (the “Sale Motion”, and together with the Bid Procedures Motion, the “Motion”)² with the Court.

3. On August 25, 2025, the Court entered an order approving the Bid Procedures Motion [D.I. 99] (the “Bidding Procedures Order”), granting certain of the relief sought in the Bid Procedures Motion, including, among other things, approving: (a) the Bidding Procedures, which establish the key dates and times related to the Sale and the Auction, and (b) the Assumption and Assignment Procedures.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.



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4. **The hearing to consider the Sale (the “Sale Hearing”) shall be conducted by the Court on September 29, 2025 at 10:00 a.m. (prevailing Eastern Time), or on such other date as the Court may direct. The Sale Hearing will be held before the Honorable Sage M. Sigler, United States Bankruptcy Judge, at Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia, 30303.**

5. Upon the closing of the Sale, the Debtors may assume and assign to the Stalking Horse Bidder, or any other Successful Bidder, the Assumed Contracts.

6. A schedule listing the Assumed Contracts is attached hereto as **Schedule A** (the “Assumed Contracts List”). The cure costs, if any, necessary for the assumption and assignment of the Assumed Contracts (the “Cure Costs”) are also set forth on the Assumed Contracts List. The Cure Costs listed reflect the amount required to cure any defaults or arrears existing under each of the Assumed Contracts, based on the Debtors’ books and records. The Cure Costs are not dispositive for any other purpose, including for voting or distribution purposes.

7. **YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS HAVE IDENTIFIED YOU AS A COUNTERPARTY TO A POTENTIAL ASSUMED CONTRACT.** The mere listing of an Assumed Contract on the Assumed Contracts List does not require or guarantee that such Assumed Contract will be assumed or assumed and assigned by the Debtors at any time or constitute any admission or agreement of the Debtors that such Assumed Contract is an executory contract or unexpired lease, and all rights of the Debtors, the Stalking Horse Bidder, or other Successful Bidder are reserved. Only those Assumed Contracts that are included on a schedule of assumed and acquired contracts attached to the final asset purchase agreement with the Successful Bidder (including amendments or modifications to such schedules in accordance with such asset purchase agreement) will be assumed and assigned to the Successful Bidder.

OBTAINING ADDITIONAL INFORMATION

8. Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and other case documents can be obtained free of charge (i) on the case website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/wellmade>, or (ii) upon written request to counsel to the Debtors undersigned below.

FILING OBJECTIONS

9. Pursuant to the Assumption and Assignment Procedures and the Bidding Procedures Order, any objections (each, an “Assumed Contract Objection”) to the proposed assumption and assignment of an Assumed Contract, the proposed Cure Costs (if any), and/or adequate assurance of future performance by the Stalking Horse Bidder must (a) state, with specificity, the legal and factual basis for the objection and, if applicable, what Cure Costs are required, (b) include appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by no later than **September**

19, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Sale Objection Deadline”) on the following parties (collectively, the “Objection Notice Parties”):

- a) counsel for the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com), Ari Newman (newmanar@gtlaw.com), and Allison McGregor (Allison.McGregor@gtlaw.com);
- b) the Office of the U.S. Trustee, 362 Richard B. Russell Federal Building, 75 Ted Turner Drive, S.W. Room 362, Atlanta, Georgia 30303, Attn: Lindsay P. S. Kolba, Esq. (lindsay.p.kolba@usdoj.gov);
- c) counsel for the Debtors’ Prepetition Lender and the Stalking Horse Bidder, King & Spalding LLP, 1180 Peachtree Street NE, Suite 1700, Atlanta, Georgia 30309, Attn: W. Austin Jowers (ajowers@kslaw.com) and Christopher K. Coleman (christopher.coleman@kslaw.com);
- d) counsel to the DIP Lender, Rountree Leitman Klein & Geer, LLC, 2987 Clairmont Rd., Ste. 350, Atlanta, Georgia 30329, Attn: Will B. Geer (wgeer@rlkglaw.com) and William A. Rountree (wrountree@rlkglaw.com);
- e) counsel to the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases, Pachulski Stang Ziehl & Jones LLP, 1700 Broadway, 36th Floor, New York, New York 10019, Attn: Bradford J. Sandler, (Bsandler@pszjlaw.com), and Cia Mackle (Cmackle@pszjlaw.com); and
- f) all parties that have requested notice in these Chapter 11 Cases.

10. Any objections (each, an “Adequate Assurance Objection”) to the proposed form of adequate assurance of future performance by the Successful Bidder, other than any Stalking Horse Bidder, must (a) state, with specificity, the legal and factual basis for the objection, (b) include any appropriate documentation in support thereof, (c) comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and (d) be filed with the Court and served so as to be **actually received** by the Objection Notice Parties no later than **September 25, 2025 at 4:00 p.m. (prevailing Eastern Time)** (the “Post-Auction Objection Deadline”).

11. All Assumed Contract Objections and Adequate Assurance Objections will be considered at the Sale Hearing, or as soon thereafter as counsel may be heard.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY COUNTERPARTY TO AN ASSUMED CONTRACT WHO FAILS TO TIMELY FILE AND SERVE AN ASSUMED CONTRACT OBJECTION BEFORE THE SALE OBJECTION DEADLINE OR AN ADEQUATE ASSURANCE OBJECTION BEFORE THE POST-AUCTION OBJECTION DEADLINE (IF APPLICABLE) SHALL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED

CONTRACT, THE CURE COSTS (IF ANY), AND THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED BY THE STALKING HORSE BIDDER OR OTHER SUCCESSFUL BIDDER.

Dated: September 12, 2025

GREENBERG TRAURIG, LLP

/s/ John D. Elrod

John D. Elrod (Ga. Bar. No. 246604)

Allison J. McGregor (Ga. Bar. No. 860865)

Terminus 200

3333 Piedmont Road, NE, Suite 2500

Atlanta, Georgia 30305

Telephone: (678) 553-2100

Email: elrodj@gtlaw.com

Allison.McGregor@gtlaw.com

Counsel for the Debtors and Debtors in Possession

Schedule A

Assumed Contracts List¹

¹ For the avoidance of doubt, contracts listed herein, including, without limitation, real property leases, shall include any amendments, assignments, supplements or modifications thereto.

Line	Debtor	Contract Counterparty	Address	City	State	Zip	Description of Contract	Cure Amount
1	Wellmade Floor Coverings International, Inc.	ABF Freight	1165 Wilburn Road	Conley	GA	30288	Freight Services	\$ 45,321
2	Wellmade Floor Coverings International, Inc.	AFCO Credit Corporation	P.O. Box 3018	Bothell	WA	98011	Insurance Finance Agreement	\$ -
3	Wellmade Floor Coverings International, Inc.	AHF, LLC	3840 Hempland Road	Mountville	PA	17554	Printed Film Material Purchase Agreement	\$ 3,072,000
4	Wellmade Floor Coverings International, Inc.	Blueprint CFO	Bayview Circle Suite 4300	Newport Beach	CA	92660	Professional Services	\$ -
5	Wellmade Floor Coverings International, Inc.	Buske Lines Inc.	#7 Gateway Commerce Ctr W	Edwardsville	IL	62025	Logistics Services	\$ 22,741
6	Wellmade Floor Coverings International, Inc.	Clifton Larson Allen LLP	10700 W. Research Drive	Wauwatosa	WI	53226	Audit & Tax Services	\$ 25,629
7	Wellmade Industries MFR. N.A, LLC	Davis Wright Tremaine LLP	300 N LaSalle St #2200	Chicago	IL	60654	Legal Services	\$ 42,218
8	Wellmade Industries MFR. N.A, LLC	DFDR Consulting LLC dba CYBIR	116 Front St Unit 68	Lewes	DE	19958	Data Preservation Consulting and Legal Services	\$ -
9	Wellmade Floor Coverings International, Inc.	EMC Insurance Companies	3333 Peachtree Rd NE	Atlanta	GA	30326	Commercial Insurance Policies (auto, marine, property, umbrella, cyber, general liability)	\$ -
10	Wellmade Floor Coverings International, Inc.	Estes Express	6125 Duquesne Drive SW	Atlanta	GA	30336	Freight Services	\$ 12,557
11	Wellmade Industries MFR. N.A, LLC	Faven LLC	795 Hammond Dr. Unit 403	Atlanta	GA	30326	Independent Contractor Agreement	\$ -
12	Wellmade Floor Coverings International, Inc.	Flooring Investments LLC	2900 NE Blakeley St., Suite B	Seattle	WA	98105	Promissory Note	\$ 4,000,000
13	Wellmade Floor Coverings International, Inc.	HUB International NW, LLC	150 North Riverside Plaza 17 th Floor	Chicago	IL	60606	Insurance Business Services Agreement	\$ -
14	Wellmade Floor Coverings International, Inc.	I4F Licensing NV	Oude Watertorenstraat 25				License Agreement	\$ 454,839

			3930 Hamont-Achel, Belgium					
15	Wellmade Floor Coverings International, Inc.	John Bradford	122 Morgan Drive	LaGrange	GA	30240	Employment Agreement	\$ -
16	Wellmade Industries MFR. N.A, LLC	Join-Win Consulting Group LLC	3051 W Alex Bell Road	Dayton	OH	45449	Independent Contractor Agreement	\$ -
17	Wellmade Floor Coverings International, Inc.	Lean Supply Solutions Inc.	3100 Caravelle Dr Mississauga Ontario, Canada L4V 1K9				Logistics Services	\$ 14,187
18	Wellmade Floor Coverings International, Inc.	Leap Tools, Inc.	110 Cumberland Street Suite 316 Toronto Ontario, Canada M5R 3V5				Professional Services	\$ -
19	Wellmade Industries MFR. N.A, LLC	Lex 51 Bartow LLC	251 Little Falls Drive	Wilmington	DE	19808	Facility Lease	\$ 170,582
20	Wellmade Floor Coverings International, Inc.	Liberty Mutual Insurance	PO Box 70400	Salt Lake City	UT	84170	Workers Compensation Insurance Policies	\$ -
21	Wellmade Floor Coverings International, Inc.	M&S Logistics	200 Marine Drive	Calhoun	GA	30701	Logistics Services	\$ -
22	Wellmade Floor Coverings International, Inc.	Net Suite	2300 Oracle Way	Austin	TX	78741	ERP Software Subscription	\$ -
23	Wellmade Floor Coverings International, Inc.	New York Life Insurance Company	51 Madison Avenue	New York	NY	10010	Life Insurance Policies	\$ 49,431
24	Wellmade Industries MFR. N.A, LLC	PNC Equipment Finance	995 Dalton Ave	Cincinnati	OH	45203	Equipment Lease	\$ -
25	Wellmade Floor Coverings International, Inc.	PRINCIPAL EASE	711 High Street	Des Moines	Iowa	50392	401k Plan Administration Agreement	\$ -
26	Wellmade Industries MFR. N.A, LLC	Recruit Mate LLC	455 Old Grassdale Rd NE	Cartersville	GA	30121	Professional Services	\$ 16,848
27	Wellmade Floor Coverings International, Inc.	Richard Quinlan	1 Wellmade Dr	Cartersville	GA	30121	Employment Agreement	\$ 48,916
28	Wellmade Floor Coverings International, Inc.	Rithum	1201 Peachtree St NE, Suite 600	Atlanta	GA	30361	eCommerce Consulting and Subscription	\$ 3,927

29	Wellmade Industries MFR. N.A, LLC	Robbins Litigation and Regulatory Law	500 14 th St NW	Atlanta	GA	30318	Legal Services	\$ 80,321
30	Wellmade Floor Coverings International, Inc.	SPS Commerce	333 South Seventh Street Suite 100, Accenture Tower	Minneapolis	MN	55402	EDI Network Fulfillment Services	\$ -
31	Wellmade Industries MFR. N.A, LLC	Sunbelt Rentals, Inc	2341 Deerfield Drive	Fort Mill	SC	29715	Equipment Lease	\$ 4,382
32	Wellmade Floor Coverings International, Inc.	Syndigo LLC	141 W. Jackson Blvd. Suite 1220	Chicago	IL	60604	Web Services Agreement	\$ 32,920
33	Wellmade Floor Coverings International, Inc.	Top Gun Staffing, Inc.	830 Crescent Centre Drive Suite 633	Franklin	TN	37067	Contractor Agreement	\$ -
34	Wellmade Industries MFR. N.A, LLC	U.S. Customs & Border Protection	1300 Pennsylvania Ave NW	Washinton	DC	20229	Surety Bond	\$ -
35	Wellmade Industries MFR. N.A, LLC	Valinge Innovation AB	980 Birmingham Road	Alpharetta	GA	30004	License Agreement	\$ 7,113
36	Wellmade Floor Coverings International, Inc.	Venable LLP	600 Massachusetts Ave	Washinton	DC	20001	Legal Services	\$ 36,407
37	Wellmade Floor Coverings International, Inc.	Verity Properties, Inc.	530 Showers Dr. #7- 318	Mountain View	CA	94040	Oregon Office Lease	\$ 38,532
38	Wellmade Floor Coverings International, Inc.	XPO LTL	Five Greenwich Office Park	Greenwich	CT	06831	Freight Services	\$ 10,824