IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: AMERICAN SIGNATURE, INC., et al., [1] Debtors.	Chapter 11 Case No. 25-12105 (JKS) (Jointly Administered) **Related Docket No. 1033** **Objection Deadline: October 15, 2026 at 4:00 p.m. (ET)[2]** **Hearing Date: TBD**

RESPONSE AND RESERVATION OF RIGHTS OF TARGETCAST, LLC D/B/A ASSEMBLY AND TRADE PARTNERS, LLC TO DEBTORS' SECOND (SUBSTANTIVE) OMNIBUS OBJECTION TO CERTAIN REDUCE AND ALLOW CLAIMS, RECLASSIFY CLAIMS, AND NO LIABILITY CLAIMS

TargetCast, LLC d/b/a Assembly ("TargetCast") and Trade Partners, LLC ("Trade Partners," and together with TargetCast, "Claimants") through undersigned counsel, submit this response and reservation of rights (this "Response") to *Debtors' Second (Substantive) Omnibus Objection to Certain [sic] Reduce and Allow Claims, Reclassify Claims, and No Liability Claims* [D.I. 1033] (the "Objection")[3], and in support hereof respectfully state as follows:

I. BACKGROUND

A. The Bankruptcy Case

1. On November 22, 2025 (the "Petition Date"), American Signature, Inc. and certain of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: American Signature, Inc. (6162); American Signature Home Inc. (8573); American Signature USA Inc. (6162); ASI Pure Promise Insurance LLC (6162); ASI Elston LLC (7520); ASI – Laporte LLC (6162); ASI Polaris LLC (6162); ASI Thomasville LLC (6162); and American Signature Woodbridge LLC (6162). The Debtors' business address is 4300 E. 5th Avenue, Columbus, OH 43235.
[2] Deadline extended by agreement of the Debtors.
[3] Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Objection.

2. On March 17, 2026, the Court entered an order [D.I. 617] (the "Bar Date Order") establishing, *inter alia*, April 30, 2026, as the general claims bar date and the administrative claims bar date.

B. The Claims

3. Pursuant to agreements (the "Agreements") with the Debtors, the Claimants provided the Debtors with advertising services, which include advertisements through both traditional media (i.e., television and radio) and digital media. In accordance with the Agreements and the Debtors' and Claimants' course of conduct, traditional media run dates were established in advance based on scheduled airtime or placements. Digital media, by contrast, was typically delivered continuously throughout a campaign period, with impressions and delivery influenced by audience targeting, traffic, and campaign performance. To date, the Agreements have not been rejected by the Debtors.[4]

4. On April 29, 2026, TargetCast timely filed its administrative claim in accordance with the Bar Date Order, which was assigned claim number 11564, asserting an administrative expense claim in the amount of $6,572,655.02 (the "TargetCast Administrative Claim") for advertising consulting services provided and invoiced to the Debtors for which the invoices became due under the terms of the Agreements after the Petition Date.

5. That same day, Trade Partners submitted its timely administrative claim in accordance with the Bar Date Order, which was assigned claim number 11563 asserting an administrative expense claim in the amount of $3,531,570.07 (the "Trade Partners Administrative Claim" and, together with the TargetCast Administrative Claim, the "Claims") for advertising

[4] Copies of the Agreements and related invoices are available upon request, and the relevant invoices have been provided to the Debtors.

consulting services provided and invoiced to the Debtors for which the invoices became due under the terms of the Agreements after the Petition Date.

6. On August 27, 2026, the Debtors filed the Objection, which set a response deadline of September 17, 2026 at 4:00 p.m. (ET). The Claims are listed on Schedule 2 to Exhibit A to the Objection as "Reclassify Claims."

7. For the TargetCast Administrative Claim, the Objection seeks to reduce the administrative portion of the claim to $0 and reclassify the entire $6,572,655.02 as a general unsecured claim, on the stated ground that the Debtors "object to the administrative claim to the extent it includes charges for services provided prior to the Petition Date which are not entitled to priority under Section 503(b)(9). The Debtors seek to reclassify the claim to a general unsecured claim." *See Objection*, Exhibit A, Schedule 2. As reflected on the face of the TargestCast Administrative Claim, the TargetCast Administrative Claim did not assert a claim pursuant to Section 503(b)(9) nor did it assert a claim for any "goods," as TargetCast provided the Detors with services only.

8. For the Trade Partners Administrative Claim, the Objection seeks to reduce the administrative portion to $0, reclassify $2,843,384.80 as a general unsecured claim based on the same assertion that section 503(b)(9) does not provide a basis for the administrative claim, and expunge the remaining charges ($688,185.27) on the ground that "the claim does not include sufficient invoices or other information to permit sufficient review by the Debtors" and that the Debtors "have no record of the goods allegedly owed in their books and records." *See Objection*, Exhibit A, Schedule 2. As reflected on the face of the Trade Partners Administrative Claim, the Trade Partners Administrative Claim did not assert a claim pursuant to Section 503(b)(9) nor did it assert a claim for any "goods," as TargetCast provided the Detors with services only.

C. Informal Reconciliation Efforts

9. Because the Objection did not articulate a plausible basis for the Debtors' objection to the Claimants' claims, following the filing of the Objection the parties engaged in informal discussions regarding the Claims. Through those discussions, the Debtors communicated the true basis for their Objection: the Debtors allege that the services underlying the Claimants' claims were rendered prior to the Petition Date and therefore are not entitled to administrative priority. Having evaluated that position, the Claimants do not dispute the applicable law and advised the Debtors as such, however Claimants assert that some portion of the services Claimants provided to the Debtors were in fact provided after the Petition Date, entitling those portions of the Claim to administrative expense priority.

10. During the course of these discussions, the Debtors extended the Claimants' response deadlines, most recently through October 16, 2026.

11. On October 13, 2026, as reflected in the chart below, the Claimants agreed that a portion of their Claims related to prepetition services and should be reclassified as general unsecured claims. The Claimants also provided the Debtors with invoices showing that the Debtors purchased services from the Claimants for November and December 2025 and asserted that those amounts should be the surviving administrative claims for the Claimants (the "Proposed Surviving Administrative Claims").

	As-Filed Administrative Claim Amount	**Amount to be Reclassified as General Unsecured Claim**	**Surviving Administrative Claim**
TargetCast	$6,572,655.02	$3,988,131.18	**$2,584,523.84**
Trade Partners	$3,531,570.07	$2,768,294.36	**$763,275.71**

12. The Debtors have requested additional business-level detail regarding the services provided to the Debtors, which the Claimants are currently gathering, in order to provide the Debtors with the specific run dates for the advertisements reflected on the invoices for the November and December services that have been provided to the Debtors. As the Claimants have explained to the Debtors, this process involves multiple teams beyond accounting and therefore will take time to compile. However, because the Debtors purchased advertisement services from the Claimants for November and December 2025, and Claimants have no record of the Debtors directing Claimants to terminate services as of the Petition Date and the Agreements were never rejected, the Claimants anticipate that advertisements ran after the Petition Date and that the Claimants are therefore entitled to administrative claims for the services provided to the Debtors postpetition.

13. The Claimants have committed to providing the Debtors with the advertisement run data as soon as it is available, had hoped that the reconciliation could be completed through the informal claim reconciliation process customary between sophisticated parties, and requested a further extension of the response deadline to permit that process to continue. However, the Debtors did not respond to the request for a further extension, leaving the Claimants with no choice but to file this Response to preserve their rights. The Claimants remain willing to reconcile their administrative claims informally and without the need for Court intervention, if possible.

II. ARGUMENT

14. As stated herein, while the filed Objection failed to state the true basis for the Debtors' objection to the Claims, the Claimants do not dispute the applicable law. The Claimants are not seeking to assert an administrative claim for prepetition services. Therefore, the ***sole*** open question that remains relating to the Claims is entirely factual: which portion of the services

provided by the Claimants was provided after the Petition Date and is therefore entitled to administrative expense priority under section 503(b)(1)(A)?

15. Once the advertisement run data is compiled, to the extent that the Claimants learn that a portion of the Proposed Surviving Administrative Claims relates to prepetition advertisements, the Claimants will continue to reconcile the administrative claim amounts that they seek pursuant to section 503(b)(1) so that those amounts reflect only postpetition services.

16. The Debtors have not provided any evidence that the Debtors directed the Claimants to stop running advertisements as of the Petition Date and, therefore, the Claimants anticipate that some portion of the advertisements ran after the Petition Date, which are entitled to administrative expense priority.

III. RESERVATION OF RIGHTS

17. The Claimants reserve all rights to amend this Response to the extent that the Debtors make additional arguments for the disallowance of the Claims and to amend their asserted Claims as additional information becomes available.

WHEREFORE, the Claimants respectfully request entry of an order (i) allowing the Proposed Surviving Administrative Claims, and (ii) granting such other and further relief as may be just and proper.

Dated: October 16, 2026

Respectfully submitted,

/s/ Laurel D. Roglen

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CERTIFICATE OF SERVICE

I, Laurel D. Roglen, hereby certify that on this 16th day of October, 2026, I caused a true and correct copy of the *Response and Reservation of Rights of TargetCast, LLC D/B/A Assembly and Trade Partners, LLC to Debtors' Second (Substantive) Omnibus Objection to Certain Reduce and Allow Claims, Reclassify Claims, and No Liability Claims* to be filed with the Court using the Court's Case Management/Electronic Case Files System (CM/ECF) and served on all parties registered to receive notice via CM/ECF in this case and upon the following parties via first-class mail.

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Dated: October 16, 2026

/s/ Laurel D. Roglen
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