Docket #0942 Date Filed: 06/01/2026

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with **D.N.J. LBR 9004-1(b)** Jason C. Manfrey Stevens & Lee, P.C. 620 Freedom Business Center Suite 200 King of Prussia, PA 19406 Telephone: (610) 205-6054 jason.manfrey@stevenslee.com -and- Gregory T. Donilon Stevens & Lee, P.C. 919 North Market Street, Suite 1300 Wilmington, DE 19801 Telephone: (302) 425-3311 gregory.donilon@stevenslee.com *Counsel for Esko-Graphics Inc. and X-Rite Incorporated*	
In re: MULTI-COLOR CORPORATION, *et al.*, Debtors.	Chapter 11 Case No. 26-10910 (MBK) (Jointly Administered)

REQUEST AND RESERVATION OF RIGHTS OF ESKO-GRAPHICS INC. AND X-RITE INCORPORATED FOR PAYMENT OF CURE CLAIMS BY THE DEBTORS OR REORGANIZED DEBTORS

Esko-Graphics Inc. ("Esko") and X-Rite Incorporated ("X-Rite") hereby request (the "Request") payment of cure amounts as set forth in further detail below (the "Cure Amounts") in connection with the assumption of certain contracts with Esko and X-Rite by the above-captioned reorganized debtors (the "Debtors"), and respectfully state as follows:

2610910260601000000000044

BACKGROUND

A. The Contracts

1. Esko and Debtor Multi-Color Corporation ("MCC") are parties to certain agreements, pursuant to which Esko provides software, hardware, maintenance services and professional services (as may have been amended, modified or supplemented, the "Esko Contract").

2. X-Rite and MCC are parties to that certain *Master Purchase Agreement*, dated July 1, 2020, pursuant to which X-Rite provides software, hardware, maintenance services and professional services (as may have been amended, modified or supplemented, the "X-Rite Contract" and, together with the Esko Contract, the "Contracts").

B. The Debtors' Bankruptcy Case and Plan

1. On January 29, 2026 (the "Petition Date"), the Debtors commenced their respective bankruptcy cases under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

2. On April 16, 2026, the Court entered the order [Docket No. 777] confirming the *Amended Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 754] (the "Plan").

3. Section V.A. of the Plan provides:

> Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease was (a) previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or terminated pursuant to its own terms; or (c) is the subject of a motion to reject such executory contract or unexpired lease that is pending on the Effective Date.

4. Neither Esko nor X-Rite is aware of any motion filed by the Debtors to assume or reject the Contracts and, after reviewing the docket in these bankruptcy cases, has not identified

any such motion. Additionally, neither of the Contracts is listed on any assumption or rejection schedule filed in these cases and, to the best of the knowledge of Esko and X-Rite, the Debtors have not proposed cure amounts for the Contracts.

5. On May 11, 2026, the effective date of the Plan occurred. *See Notice of Occurrence of the Effective Date of the Amended Joint Prepackaged Plan of Reorganization of Multi-Color Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 836] (the "Notice").

6. Pursuant to the Notice, "all requests for payment of Cure Claims that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty to an Executory Contract or Unexpired Lease must be filed with the Bankruptcy Court on or before twenty (20) days after the Effective Date."

C. The Claims

7. Esko timely filed claim no. 153 in the amount of $492,021.80 against MCC for prepetition amounts owing under the Esko Contract. There are also due and outstanding post-Petition Date amounts under the Esko Contract. Esko has received payment for a portion of the outstanding pre-Petition Date and post-Petition Date amounts. As of the filing of this Request, and based on Esko's records, the outstanding amount due and outstanding under the Esko Contract is $633,027.85 (the "Esko Claim").

8. X-Rite timely filed claim no. 294 in the amount of $180,764.42 against MCC for prepetition amounts owing under the X-Rite Contract.[1] There are also due and outstanding post-Petition Date amounts under the X-Rite Contract. X-Rite has received payment for a portion of

[1] X-Rite also timely filed claim no. 295 in the amount of $16,480.81 against Debtor Grafo Regia, S. de R.L. de C.V. and there is a post-Petition Date amount of $2,683.20 due and outstanding. To date, no payment has been received for these amounts, which remain due and outstanding.

the outstanding pre-Petition Date and post-Petition Date amounts. As of the filing of this Request, and based on X-Rite's records, the outstanding amount due and outstanding under the X-Rite Contract is $226,997.98 (the "X-Rite Claim" and, together with the Esko Claim, the "Claims").

REQUEST FOR PAYMENT OF CURE AMOUNTS

9. Section 365(b)(1)(A) and (B) of the Bankruptcy Code provides, in relevant part, as follows:

> If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—
>
> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default. . .
>
> (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default;

10. Accordingly, if the Debtors are assuming the Contracts, they must first pay to Esko and X-Rite the full amounts of the Claims (the "Cure Amounts"), as a condition to any such assumption of the Contracts.

11. Going forward, and to the extent possible, Esko and X-Rite will coordinate with the Debtors with respect to the Cure Amounts and to confirm such amounts are paid promptly.

RESERVATION OF RIGHTS

12. Esko and X-Rite expressly reserve any and all rights to amend, clarify and/or supplement this Request at any time and for any reason, including, without limitation, to (a) fix, correct, increase or amend the amounts of the Claims and the Cure Amounts referred to in this Request; (b) add or amend documents and other information, and describe further the Claims and the Cure Amounts; (c) file additional proofs of claim; and (d) file requests for payment of

administrative or priority expenses in accordance with section 503 and 507 of the Bankruptcy Code.

WHEREFORE, for all of the foregoing reasons, this Court should enter an order: (i) requiring, as a condition to the Debtors' assumption and/or assignment of the Contracts that the Debtors pay to Esko and X-Rite the Cure Amounts and (ii) granting such other and further relief that the Court deems just and appropriate.

Dated: June 1, 2026

Respectfully Submitted,

/s/ *Jason C. Manfrey*

Jason C. Manfrey
Stevens & Lee, P.C.
620 Freedom Business Center
Suite 200
King of Prussia, PA 19406
Telephone: (610) 205-6054
jason.manfrey@stevenslee.com

-and-

Gregory T. Donilon
Stevens & Lee, P.C.
919 North Market Street, Suite 1300
Telephone: (302) 425-3311
gregory.donilon@stevenslee.com

Counsel for Esko-Graphics Inc. and X-Rite Incorporated

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with **D.N.J. LBR 9004-1(b)** Jason C. Manfrey Stevens & Lee, P.C. 620 Freedom Business Center Suite 200 King of Prussia, PA 19406 Telephone: (610) 205-6054 jason.manfrey@stevenslee.com -and- Gregory T. Donilon Stevens & Lee, P.C. 919 North Market Street, Suite 1300 Wilmington, DE 19801 Telephone: (302) 425-3311 gregory.donilon@stevenslee.com *Counsel for Esko-Graphics Inc. and X-Rite Incorporated*	
In re: MULTI-COLOR CORPORATION, *et al.*, Debtors.	Chapter 11 Case No. 26-10910 (MBK) (Jointly Administered)

CERTIFICATE OF SERVICE

I hereby certify that, on June 1, 2026, I caused a true and correct copy of the foregoing *Request and Reservation of Rights of Esko-Graphics Inc. and X-Rite Incorporated for Payment of Cure Claims by the Debtors or Reorganized Debtors* to be served via the Court's ECF System upon persons receiving notice thereby and by electronic mail upon the following:

Michael D. Sirota	msirota@coleschotz.com
Warren A. Usatine	wusatine@coleschotz.com
Felice R. Yudkin	fyudkin@coleschotz.com
Cole Schotz P.C.	
Debtors' Counsel	

Steven N. Serajeddini steven.serajeddini@kirkland.com
Rachael M. Bentley rachael.bentley@kirkland.com
Peter A. Cendel peter.candel@kirkland.com
Lindsey J. Blumenthal lindsey.blumenthal@kirkland.com
Kirkland & Ellis LLP
Debtors' Counsel

Jeffrey M. Sponder Jeffrey.M.Sponder@usdoj.gov
U.S. Trustee, Region 3

Edward A. Corma ecorma@pszjlaw.com
Bradford J. Sandler bsandler@pszjlaw.com
Pachulski Stang Ziehl & Jones, LLP
Counsel to the Official Committee of Unsecured Creditors

/s/ Jason C. Manfrey