[REDACTED]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	Case No. 26-10989 (CTG)
Debtor.	

NOTICE OF ELECTION OF SECTION 365(n) RIGHTS AND OBJECTION OF CATALENT PHARMA SOLUTIONS, LLC TO DEBTOR'S NOTICE OF CURE AMOUNTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT AND/OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS

Catalent Pharma Solutions, LLC ("Catalent"), by and through its undersigned counsel, hereby files this notice of election of Section 365(n) of title 11 of the United States Code (the "Bankruptcy Code") rights and objection to the *Notice of Cure Amounts and Potential Assumption and Assignment and/or Rejection of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Dkt. No. 139] (the "Rejection Notice") filed by Sangamo Therapeutics, Inc. (the "Debtor") (the "Objection"). In support of this Objection, Catalent respectfully states as follows:

BACKGROUND

1. On or about July 10, 2007, the Debtor and Sigma-Aldrich Co. LLC ("Sigma") entered into a licensing agreement (the "License Agreement") pursuant to which the Debtor, as licensor, licenses certain intellectual property to Sigma, as licensee.

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

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2. On or about October 1, 2019, Sigma and Catalent entered into a Non-Exclusive License Agreement (the "Sublicense Agreement") pursuant to which, among other things, certain intellectual property (the "Intellectual Property") licensed to Sigma by the Debtor is sublicensed to Catalent.[2] Catalent has at all relevant times performed its obligations under the Sublicense Agreement, including the payment of all royalties due thereunder.

3. On June 23, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (Case No. 26-10989) (the "Chapter 11 Case"). The Debtor intends to sell substantially all of its assets through the Chapter 11 Case.

4. Prior to the Petition Date, the Debtor entered into a stalking horse asset purchase agreement with Merope Acquisition Sub, LLC ("Merope"), a wholly owned subsidiary of Eli Lilly and Company, pursuant to which Merope act as stalking horse bidder with respect to certain of the Debtor's assets, including the Intellectual Property. *See generally* Merope Asset Purchase Agreement, Dkt. No. 13, Ex. B-1. Additional bids for the assets are due on August 4, 2026, and an auction, if any, will be held on August 10, 2026. *See* Bid Procedures Order, Dkt. No. 122.

5. On July 17, 2026, the Debtor filed the Rejection Notice. Attached to the Rejection Notice is a schedule of executory contracts to be rejected by the Debtor, which includes the License Agreement between the Debtor and Sigma. *See* Rejection Notice, Schedule 2.

[2] A copy of the Sublicense Agreement will be made available to the Debtor, the Court, and/or the United States Trustee upon request.

OBJECTION/NOTICE OF ELECTION

A. Catalent Elects to Retain its Section 365(n) of the Bankruptcy Code Rights with Respect to the License Agreement and Sublicense Agreement and Objects to the Rejection of the License Agreement to the Extent Such Rejection Seeks to Extinguish Catalent's Rights Under Section 365(n) of the Bankruptcy Code and the Sublicense Agreement.

6. As of the filing of this Objection, Sigma has not filed a notice of election of its section 365(n) of the Bankruptcy Code rights relating to the License Agreement. Catalent assumes that Sigma will do so in order to preserve its rights under the License Agreement,[3] but out of an abundance of caution files this Objection to preserve all of Catalent's rights under the Sublicense Agreement and related License Agreement.

7. The Debtor seeks to reject the License Agreement in connection with the sale of the Debtor's assets, including the Intellectual Property, to Merope (or another bidder that makes an otherwise higher or better offer for the Intellectual Property). Under the Sublicense Agreement, Sigma sublicenses to Catalent the Intellectual Property licensed to Sigma by the Debtor. Pursuant to section 365(n)(1)(B) of the Bankruptcy Code:

> (1) If the trustee rejects an executory contract under which the debtor is a licensor of a right to intellectual property, the licensee under such contract may elect—
>
> > (B) to retain its rights (including a right to enforce any exclusivity provision of such contract, but excluding any other right under applicable nonbankruptcy law to specific performance of such contract) under such contract and under any agreement supplementary to such contract, to such intellectual property (including any embodiment of such intellectual property to the extent protected by applicable nonbankruptcy law), as such rights existed immediately before the case commenced, for
> >
> > **(i)** the duration of such contract; and
> >
> > **(ii)** any period for which such contract may be extended by the licensee as of right under applicable nonbankruptcy law.

[3] Pursuant to section 2.5(c) of the Sublicense Agreement, Sigma is required to [redacted]

11 U.S.C. § 365(n)(1)(B).

8. Section 365(n) of the Bankruptcy Code was enacted specifically to protect licensees and sublicensees of intellectual property from losing their rights when a debtor-licensor rejects a license agreement. Catalent's rights under Section 365(n) of the Bankruptcy Code cannot be stripped through rejection of the License Agreement or through any subsequent sale of the Intellectual Property.

9. Pursuant to section 365(n) of the Bankruptcy Code, Catalent hereby elects to retain its rights under the Sublicense Agreement and the related License Agreement to the Intellectual Property as such rights existed immediately before the commencement of this Chapter 11 Case, for the duration of the Sublicense Agreement and any period for which the Sublicense Agreement may be extended by Catalent as of right under applicable nonbankruptcy law.

10. Further, Catalent objects to the rejection of the License Agreement to the extent that such rejection seeks to extinguish Catalent's rights under the Sublicense Agreement, including its rights to utilize the Intellectual Property, and any rights of Catalent under section 365(n) of the Bankruptcy Code.

B. In the Alternative, the Debtor is Required to [redacted], and Catalent Elects to Retain its Rights under Section 365(n) with Respect to [redacted]

11. Alternatively, the Sublicense Agreement provides for a [redacted]

[redacted] To the extent that Sigma does not exercise its section 365(n) of the Bankruptcy Code rights and the Debtor's license of the Intellectual Property to Sigma, is terminated, [redacted] Catalent hereby elects under section 365(n) of the Bankruptcy Code to retain its rights to the Intellectual Property under [redacted]

RESERVATION OF RIGHTS

12. Catalent fully reserves and preserves all of their rights with respect to the Rejection Notice, the License Agreement, the Sublicense Agreement, and any and all documents related thereto, including, without limitation, rights to assert further and/or additional objections to the Rejection Notice as well as any proposed sale of the Intellectual Property to the extent that such sale purports to extinguish Catalent's retained rights, whether in writing or orally at the relevant hearing.

13. For the avoidance of doubt, Catalent's election under section 365(n) of the Bankruptcy Code does not constitute a waiver of any claims Catalent may have against the Debtor or Sigma arising from the Sublicense Agreement and the rejection of the License Agreement.

[*Remainder of page is intentionally left blank*]

WHEREFORE, Catalent respectfully requests that the Court (i) honor Catalent's election under section 365(n) of the Bankruptcy Code with respect to the Sublicense Agreement and related License, and, in the alternative, [redacted] (ii) order that Catalent cannot be denied access to and use of the Intellectual Property consistent with the terms of the License Agreement and Sublicense Agreement, and, in the alternative, [redacted] and (iii) grant such other and further relief that the Court deems necessary or appropriate.

Dated: Wilmington, Delaware
August 4, 2026

LOWENSTEIN SANDLER LLP

/s/ *Shanti M. Katona*

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Counsel to Catalent Pharma Solutions, LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	Case No. 26-10989 (CTG)
Debtor.	

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of August 2026, I caused to be filed with the Court electronically, and I caused to be served a true and correct copy of the *[Redacted] Notice of Election of Section 365(n) Rights and Objection of Catalent Pharma Solutions, LLC to Debtor's Notice of Cure Amounts and Potential Assumption and Assignment and/or Rejection of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* upon the all parties that are registered to receive notice via the Court's CM/ECF notification system, and an additional service was competed via electronic mail on the Notice Parties listed in the Bid Procedures Order and on the attached service list.

/s/ Shanti M. Katona
Eric J. Monzo (DE Bar No. 5352)

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

NOTICE PARTIES

(i) proposed counsel to the Debtor, Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)) and 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111 (Attn: Robert L. Eisenbach III (reisenbach@cooley.com));

(ii) proposed co-counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com));

(iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov));

(iv) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com));

(v) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com));

(vi) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com));

(vii) counsel to any Additional Stalking Horse Bidder;

(viii) proposed counsel to the Committee, McDermott Will & Schulte LLP, (a) 1000 N. West Street, Suite 1400, Wilmington, Delaware 19801, (Attn: David R. Hurst (dhurst@mcdermottlaw.com) and Andrew A. Mark (amark@mcdermottlaw.com)) and (b) One Vanderbilt Avenue, New York, New York 10017-3852, (Attn: Darren Azman (dazman@mcdermottlaw.com), Kristin K. Going (kgoing@mcdermottlaw.com) and Lindsay Barca (lbarca@mcdermottlaw.com)); and

(ix) the Sigma parties: scott.bahr@milliporesigma.com; daniel.kasten@milliporesigma.com; jennifer.bassett@milliporesigma.com; ashley.shafer@milliporesigma.com
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