IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
SANGAMO THERAPEUTICS, INC.,	**Case No. 26-10989 (CTG)**
Debtor.	**Hearing Date: August 20, 2026 at 10:00 AM** **Objection Date: August 4, 2026 at 4:00 PM** **Related Docket Nos. 13 & 122**

ORACLE'S LIMITED OBJECTION TO AND RESERVATION OF RIGHTS REGARDING DEBTOR'S SALE MOTION AND RELATED 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

Oracle America, Inc. ("Oracle"), a creditor and contract counter-party in the above-captioned Chapter 11 case, submits this limited objection and reservation of rights ("Rights Reservation") regarding both the: (1) *Motion of Debtor for (I) An Order (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets, (B) Approving the Debtor's Entry Into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid Protections With Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof; (II) An Order (A) Approving Forms and Manner of Notice Thereof; (III) An Order (A) Approving the Sale of the Debtor's Assets Free And Clear of All Claims, Liens, and Encumbrances, and (B) Approving the Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases, and (C) Granting Certain Related Relief* [Dkt. No. 13] ("Sale Motion"); and (2) *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] ("Assumption Notice"), filed by Sangamo Therapeutics, Inc. ("Debtor").

I. INTRODUCTION

1. In connection with the Sale Motion, the Debtor seeks Bankruptcy Court authority to, among other things, assume and assign certain executory contracts between the Debtor and Oracle. Oracle objects to, and reserves its rights regarding, the proposed assumption and assignment for several reasons.

2. First, the targeted Oracle agreements are, or pertain to, one or more licenses of intellectual property which are not assignable absent Oracle's consent pursuant to both the underlying license agreements and applicable law.

3. Second, the Assumption Notice does not provide a complete description of the contracts identified and lacks relevant information, precluding identification of the targeted agreements. Debtor's list of the potentially targeted Oracle agreements may include an expired contract, which may not be executory. Also, until Oracle has a better understanding of the contracts potentially to be assumed and assigned, Oracle remains unable to confirm the cure amount.

4. Third, although Oracle does not object to adequate assurance of the Stalking Horse Bidders (defined below), the Stalking Horse Bidders may not be the ultimate purchaser/assignee. Therefore, Oracle is unable to determine whether the ultimate purchasers will be capable of performing under the terms of the contracts which the Debtor seeks to assume and assign.

5. Finally, the Astellas APA (defined below) contemplates certain transitional services and the Merope APA (defined below) contemplates certain information sharing, both of which may call for the unauthorized shared use of Oracle's licenses in a manner which is not permitted by Oracle's agreements. Oracle objects to any unauthorized shared use of its licenses.

6. Accordingly, Oracle requests that the Court deny the Debtor's request for authority to assume and assign, transfer, or share use of, any Oracle agreement without Oracle's consent.

II. FACTUAL BACKGROUND

7. The Debtor filed the above captioned cases on June 23, 2026 ("Petition Date"). The Debtor continues to operate as a debtor in possession.

8. On the Petition Date, the Debtor filed the Sale Motion seeking Court authority to sell substantially all of the Debtor's assets. The Sale Motion identifies two stalking horse bidders: (1) Merope Acquisition Sub, LLC ("Merope"); and (2) Astellas Gene Therapies, Inc. ("Astellas", together with Merope, the "Stalking Horse Bidders").

9. Attached as Exhibit B-1 to the Sale Motion is an Asset Purchase Agreement between the Debtor and Merope ("Merope APA"). The Merope APA includes certain information sharing between the Debtor and Merope for a period of three years after the closing date or the effective date of the plan, whichever is earlier (*See*, Section 5.2 of the Merope APA).

10. Attached as Exhibit C-1 to the Sale Motion is an Asset Purchase Agreement between the Debtor and Astellas ("Astellas APA", together with the Merope APA, the "Stalking Horse APAS"). The Astellas APA contemplates entry into a Transition Services Agreement ("TSA") which will include certain post-closing services between the Debtor and Astellas.

Section 7.12 of the Astellas APA states:

> Transition Services Agreement. Following the date hereof, the Parties agree to negotiate the Transition Services Agreement in good faith consistent with the terms set forth on Exhibit D.

(*See*, Section 7.12 of the Astellas APA.)

11. The TSA has not been provided and it is unclear which services will be shared during the post-closing period as a result of the TSA or Section 5.2 of the Merope APA. Therefore, Oracle reserves all rights in the event any provision in the Stalking Horse APAS, including the

TSA, purports to authorize the shared use of Oracle's licensed software, whether post-closing, or at any other time. Oracle also reserves all rights regarding any subsequent asset purchase agreement which proposes to include transitional or shared use, and which involves an as yet unknown buyer(s).

12. On July 17, 2026, the Debtor filed the Assumption Notice which identifies several agreements between the Debtor and Oracle ("**Oracle Agreements**"). The stated cure for the Oracle Agreements is $77,224.01, and described as follows:

Contract Counterparty	Contract Description	Cure Amount
Oracle America, Inc.	Agreement dated December 10, 2025	$0.00
Oracle America, Inc.	Agreement Dated March 11, 2021	77,224.01
Oracle America, Inc.	License Agreement dated June 17, 2026	$0.00

III. ARGUMENT

A. Debtor May Not Assume And Assign The Oracle Agreements Absent Oracle's Consent Because The Oracle Agreements May Pertain To One Or More Licenses Of Intellectual Property.

13. Section 365(c) of the Bankruptcy Code provides, in relevant part:

> The trustee may not assume or assign any executory contract ... of the debtor ... if (1)(A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor ..., whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties; and (B) such party does not consent to such assumption or assignment.

14. Federal law makes non-exclusive patent licenses non-assignable absent consent of the licensor. *See In re Catapult Entertainment, Inc.,* 165 F.3d 747 (9th Cir. 1999)*, cert. dismissed, 528 U.S. 924* (1999) (patent law renders non-exclusive patent licenses personal and non-assignable under Bankruptcy Code § 365(c)(1)); *In re Sunterra Corp., 361 F.3d 257, 271 (4th Cir. 2004)* (holding that a debtor was statutorily barred by § 365(c)(1) from assuming a computer software license where contract counterparty did not consent to the assumption); *see also In re Trump Entm't*

Resorts, Inc., 526 B.R. 116, 126 (Bankr. D. Del. 2015) ("Non-exclusive patent and copyright licenses create only personal and not property rights in the licensed intellectual property and so are not assignable."); *In re Rupari Holding Corp., 573 B.R. 111, 119* (Bankr. D. Del. 2017) (holding that the debtor could not assume and assign a trademark license without the consent of the non-debtor licensor).

15. Oracle's agreements are, or pertain to, non-exclusive licenses of copyrighted software. Therefore, pursuant to Bankruptcy Code section 365, the Debtor may not assume and assign any Oracle agreement without Oracle's consent. For the reasons discussed herein, Oracle does not consent to the Debtor's proposed assumption and assignment of the Oracle Agreements at this time.

B. The Debtor Has Not Adequately Identified The Oracle Agreements To Be Assumed and Assigned.

16. Although the Assumption Notice provides certain information regarding the contracts being assumed and assigned, additional information may be needed in order to help Oracle determine which contracts are at issue. If Oracle is correctly interpreting the Assumption Notice, one of the contracts identified as "Agreement dated March 11, 2021" may have expired. However, without more specific information, Oracle is unable to determine whether it is evaluating the same agreement. For clarity, the Assumption Notice should also identify the underlying support renewal and master agreement. Because the support agreements and master agreements relate to the underlying license agreements as part of substantially the same transactions, they constitute integrated contracts which may not be separately assumed and assigned – if that is the Debtor's intent. *See, e.g., In re Interstate Bakeries Corporation*, 751 F.3d 955, 961-2 (8th Cir. 2014); *In re Buffets Holdings*, 387 B.R. 115 (Bankr. D. Del. 2008). An executory contract must be assumed in its entirety and "[c]orrespondingly, all of the contracts that comprise an integrated agreement must either be assumed or rejected, since they all make up one contract." *In re Taylor-Wharton*

Int'l LLC, 2010 WL 4862723, at *3 (Bankr. D. Del. Nov. 23, 2010) (citing *In re Exide Tech.*, 340 B.R. 222, 228 (Bankr. D. Del. 2006)). Under California law,[1] made applicable by the Oracle Agreements, "[s]everal contracts relating to the same matters, between the same parties, and made as parts of substantially one transaction, are to be taken together." Cal. Civ. Code § 1642.

17. In order to clarify which Oracle contracts the Debtor hopes to assume and assign, Oracle requests that the Debtor specify the targeted contracts': (1) identification or contract number; (2) associated support renewals; and (3) governing license agreement. This information will enable Oracle to evaluate whether the Oracle Agreements are assignable, supported, expired, or in default, and, if in payment default, the appropriate cure amount. Additionally, the information will allow Oracle to assess whether Oracle may accept performance from an entity other than the Debtor. Oracle reserves its right to be heard on this issue until after the Oracle Agreements the Debtor seeks to assume and assign are identified with greater specificity.

C. The Debtor May Not Have Provided The Correct Cure Amount.

18. Before assuming and assigning any executory contract, the Debtor must cure (or provide adequate assurance of a prompt cure of) any default under the subject contracts. 11 U.S.C. § 365(b)(1). The Debtor has identified a cure amount of $77,224.01 for one of the Oracle Agreements. However, since the Debtor has failed to provide a clear and complete description of the contracts it seeks to assume and assign, Oracle is unable to determine whether the cure amount is accurate. In addition, if the Debtor wishes to assume and assign any expired agreements, Oracle would need to determine whether reinstatement is available and, if so, whether reinstatement fees would be due. Therefore, Oracle reserves its right to be heard further regarding the cure until after

[1] *In re Hawker Beechcraft, Inc.*, No. 12-11873 (SMB), 2013 WL 2663193, at *3 (Bankr. S.D.N.Y. June 13, 2013) ("State law governs the question whether an agreement is divisible or indivisible for the purposes of assumption and rejection under Bankruptcy Code § 365.")

the contracts the Debtor seeks to assume and assign are identified with enough specificity to allow Oracle to determine the corresponding cure amount.

D. The Debtor Has Not Provided Adequate Assurance of Future Performance By the Potential Assignees.

19. Before assuming and assigning any executory contract, the Debtor must provide adequate assurance of future performance. 11 U.S.C. § 365(b)(1). As of the date of this Rights Reservation it is unclear whether the Stalking Horse Bidders will be the ultimate purchasers since the auction is not scheduled to be held until August 10, 2026, after objections to the Sale Motion and Assumption Notice are due[2].

20. To satisfy Bankruptcy Code section 365(b), if the Stalking Horse Bidders are not the purchasers, Oracle requests that the Debtor provide the following information about the ultimate purchaser(s): (1) financial bona fides; and (2) confirmation that the purchasers are not Oracle competitors. With respect to the Stalking Horse Bidders or any ultimate purchaser, Oracle also requests confirmation that the ultimate assignee will (a) execute an Oracle Assignment Agreement and related documentation which identifies with specificity the Oracle executory contract(s) to be assigned; and, if appropriate (b) enter into an Oracle Master License Agreement. Absent these assurances, Oracle cannot determine the proposed assignees' creditworthiness, suitability as an Oracle customer, or ability to adequately perform under the terms of the Oracle Agreements. Until the information described above is provided, the Debtor has not complied with the requirements of section 365(b)(1)(C).

[2] Oracle is aware that counterparties have until two days after the service of the notice of successful bidder to file an objection to adequate assurance if it is someone other than the Stalking Horse Bidders. However, in order to save duplicate filings, Oracle incorporates its objection to adequate assurance in this Rights Reservation.

E. The Oracle Agreements Do Not Authorize Simultaneous Use By The Debtor and the Stalking Horse Bidders.

21. The Stalking Horse APAs contemplate that certain transition services may be provided via TSA or the APAs. To date, neither the TSA nor their schedules have been filed with the Court. These omissions preclude Oracle from determining how, or if, its contracts will be affected.

22. Simultaneous use of, and access to, Oracle's licensed software may exceed the scope of the permitted uses under the Oracle Agreements. Such usage would potentially result in an unauthorized "splitting" of the licenses between the Debtor and the Stalking Horse Bidders. Oracle objects to the extent that any transitional or shared use arrangement purports to grant to both the Debtor and one or more of the Stalking Horse Bidders the right to shared use of the Oracle licenses beyond the licenses' terms. Oracle reserves all rights regarding any transitional use, including under any final Asset Purchase Agreement(s) or Transitional Services Agreement(s), pending Oracle's further review of the same.

IV. CONCLUSION

23. For the reasons set forth above, Oracle respectfully requests that the Court deny the Debtor's request for authority to assume and assign, transfer or share use of the Oracle Agreements, or any Oracle agreement. Oracle reserves its right to be heard further on all issues set forth herein.

Dated: August 4, 2026
Wilmington, Delaware

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CERTIFICATE OF SERVICE

I, James E. Huggett, hereby certify that on August 4, 2026, I served a copy of *ORACLE'S LIMITED OBJECTION TO AND RESERVATION OF RIGHTS REGARDING DEBTOR'S SALE MOTION AND RELATED 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,* on the parties listed on the attached Service List via electronic mail, where available.

/s/ James E. Huggett
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