Docket #0537 Date Filed: 09/30/2026

United States Bankruptcy Court

Northern District of Georgia

Wellmade Floor Coverings International, Inc. Case No. 25-58764

Court ID (Court use only)_____

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

Name of Transferee

Argo Partners

Name and Address where notices and payments to transferee should be sent

Argo Partners
12 West 37th Street, Ste 900
New York, NY 10018
Phone: (646) 868-8382

Name of Transferor

XPO LTL

Court Record Address of Transferor

XPO LTL
5 American Lane
Greenwich, CT 06831

Court Claim #**3**
Amount $11,254.45

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:/s/ Elise Sanders
Transferee/Transferee's Agent

Date: 9/30/2026

Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

~~DEADLINE TO OBJECT TO TRANSFER~~

The transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:_____

_____
CLERK OF THE COURT

2558764260930000000000001

ASSIGNMENT OF CLAIM

XPO Logistics Freight, Inc., having a mailing address at **5 American Lane, Greenwich, CT 06831** ("Assignor"), in consideration of the sum of _of the Claim (the "Purchase Rate"), or (the "Purchase Price"), does hereby transfer to Argo Partners, which includes Argo Partners II LLC and Argo Partners Fund III LLC, having an address at 12 West 37th Street, 9th Fl. New York, NY 10018 ("Assignee") all of Assignor's right, title and interest in and to claim or claims of Assignor (the "Claim"), as more specifically set forth against **Wellmade Floor Coverings International, Inc.** Case No.25-58764, Jointly Administered under **Wellmade Floor Coverings International, Inc.** (the "Debtor") Case No. 25-58764, in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Northern District of Georgia (the "Court"), in the currently outstanding amount of not less than **$10,824.00** and all rights and benefits of Assignor relating solely to the Claim against the Debtor, including without limitation the Proof of Claim identified below and Assignor's rights to receive all interest, penalties and fees, if any, which may be paid with respect to the Claim and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim, together with voting and other rights and benefits arising from, under or relating to any of the foregoing. Assignee shall pay the Purchase Price by wire transfer to Assignor within five (5) business days after execution of this Assignment by both parties. This Assignment shall become effective only upon Assignor's receipt of the Purchase Price in full, and Assignee shall not file any evidence or notice of transfer under Bankruptcy Rule 3001(e) until the Purchase Price has been paid in full. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest. For the avoidance of doubt, the Claim shall include, without limitation, any and all cure claims, reclamation claims and administrative priority claims that may arise out of the same underlying contracts or facts and circumstances that give rise to the Claim.

The term "Proof of Claim" shall mean any and all proofs of claim that may be filed with the Court or it's representative in respect of the Claim or any part thereof, whether formal or informal and whether previously or hereafter filed which has not been revoked or superseded. For the avoidance of doubt, if the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of the entire Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that: the amount of the Claim is not less than **$10,824.00;** the Claim in that amount is valid and enforceable; to Assignor's knowledge, no objection to the Claim exists; the Claim is listed by the Debtor on its schedule of liabilities as amended to date ("Schedule") as such; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the Claim; to Assignor's knowledge, Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment per dollar of claim than other unsecured creditors; the Claim is not subject to any factoring agreement; Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part; Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoever; and to Assignor's knowledge, it is not subject to any offset, defenses or subordination that have been asserted or, to Assignor's knowledge, are threatened by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value. Assignor agrees to indemnify Assignee solely for actual, direct losses, damages and liabilities, including reasonable, documented out-of-pocket attorneys' fees and expenses, resulting directly from Assignor's actual breach of any representation, warranty or covenant set forth herein. Assignor's aggregate liability under this Assignment, including under this indemnity and any refund obligation, shall not exceed the Purchase Price actually paid plus reasonable, documented out-of-pocket attorneys' fees. Assignor shall not be liable for any loss to the extent caused by Assignee's own acts, omissions, negligence or misconduct. Neither party hereto assumes or shall be responsible for any obligations or liabilities of the other party related to or in connection with this Assignment of Claim.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignee assumes all of the recovery risk in terms of the amount paid on the Claim. Assignee does not, however, assume the risk that all or any part of the Claim is disallowed, avoided, reduced or subordinated, the foregoing referenced herein singularly and/or collectively as an "Impairment". An Impairment shall occur only upon entry of a final, non-appealable order disallowing, avoiding, reducing or subordinating all or any part of the Claim. Assignee shall promptly notify Assignor in writing of any objection to the Claim, and Assignor shall have the).right to consult with Assignee regarding any such objection and, at Assignor's election and expense, to participate in defending against it. In the event of an Impairment, Assignor agrees to refund, within thirty (30) days after written notice from Assignee accompanied by a copy of the final, non-appealable order, an amount equal to the portion of the

Claim Amount subject to the Impairment multiplied by the Purchase Rate. Any reduction, compromise or settlement of the Claim agreed to by Assignee without Assignor's prior written consent, or resulting from Assignee's acts or omissions, shall not constitute an Impairment and shall not give rise to any refund or indemnity obligation under this Assignment.

In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assignor upon Assignee's satisfaction in its sole discretion that the Claim has been allowed in the higher amount and that neither the Claim nor distributions thereon is subject to any potential objection or reduction by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights thereunder pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee, including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as Assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 10 business days after receipt thereof) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assignor, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim, provided that Assignee shall give Assignor written notice of any such reassignment. No such reassignment shall expand Assignor's obligations, and Assignor's aggregate liability to Assignee and all successors and assigns shall remain subject to the liability cap set forth herein. All representations, warranties, indemnities and agreements made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment only until final distributions on the Claim are made. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

CONSENT AND WAIVER

Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned **Assignor** hereunto sets its hand this 25th day of September 2026.

ATTEST:

By: Val Osipov 469-982-7765

Signature Telephone #

Val Osipov/Director, Credit and Collections val.osipov@xpo.com

Print Name/Title Fax # E-mail

XPO Logistics Freight, Inc.

IN WITNESS WHEREOF, the undersigned **Assignee** hereunto sets its hand this 29th day of September 2026.

ATTEST:

By: Elise Sanders

Elise Sanders
Argo Partners
(646) 868-8382