

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

EPIC! CREATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Re. D.I. 433, 474 & 693

**ORDER (I) APPROVING THE SALE OF EPIC! CREATIONS, INC.'S
ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES, (II) APPROVING THE ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES
IN CONNECTION THEREWITH AND (III) GRANTING RELATED RELIEF**

This matter coming before the Court upon consideration of the *Motion for Entry of Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief* [D.I. 433] (the "Sale Motion"),² filed by Chapter 11 Trustee Claudia Z. Springer (the "Trustee" or the "Seller"), on behalf of the estate of Epic! Creations, Inc. ("Epic" or the "Debtor") in the above-captioned chapter 11 cases; and the Court having previously entered (i) the *Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors' Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief, as*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Motion, the Bidding Procedures, or in the Bankruptcy Code, as applicable and in the order of priority listed.



amended [D.I. 474] (the “Bidding Procedures Order”); and Hy Ruby Limited, a company limited by shares incorporated under the Laws of the British Virgin Islands (together with its permitted assigns under the APA (as defined below), the “Buyer”) having submitted the highest and best bid for the Acquired Assets), as reflected in that certain Asset Purchase Agreement, dated as of May 15, 2025, by and among the Buyer and the Seller (as amended or otherwise modified from time to time in accordance with its terms, the “APA”), a copy of which is attached hereto as **Exhibit 1**; and the Court having entered the Bidding Procedures Order on certification of counsel on January 28, 2025, prior to which time all objecting and interested parties were offered an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered: (i) the Sale Motion; (ii) the APA; (iii) the Bidding Procedures; (iv) the Bidding Procedures Order; (v) the Notice of Successful Bidder (as defined below); (vi) the *Declaration of Claudia Z. Springer in Support of the Sale of the Epic Assets* [D.I. 694]; (vii) all objections filed with the Court, including those at D.I. 533, 536, and 537 (each, an “Objection” and, collectively with any informal objections received by the Trustee, the “Objections”) having been resolved or overruled; and (viii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and after due deliberation the Court having determined that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interest of the Debtor, its estate and its creditors, and the Trustee having demonstrated good, sufficient and sound business justifications for the relief granted herein;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Findings of Fact and Conclusions of Law. The findings of fact and conclusions of law set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) made applicable to

this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the relief requested therein pursuant to 28 U.S.C. § 1334(b) because this matter arises in and arises under the Bankruptcy Code and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(A), (N), and (O) and the Court has the constitutional authority to enter a judgment on the Sale Motion. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rules 7054 and 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the consummation of the Sale (as defined below) and the Transactions without regard to any stay or delay in its implementation.

D. Statutory Predicates. The statutory and other legal predicates for the relief sought in the Sale Motion and granted herein are sections 105, 363, 365, 503 and 507 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, 6006, 9007, 9008 and 9014 of the Bankruptcy Rules and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

E. Notice and Opportunity to Be Heard. As evidenced by the affidavits of service filed with the Court [D.I. 440, 490, 500, 510, 569, 619, 650 [•]] the Trustee has provided proper, timely,

adequate and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, (i) the Sale Motion, (ii) the Bidding Procedures Order, (iii) the sale of the Acquired Assets pursuant to the APA (the “Sale”) free and clear of any Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under, and each is defined in, the APA) within the meaning of section 363(f) of the Bankruptcy Code, (iv) the *Notice of Successful Bidder* [D.I. 693] (the “Notice of Successful Bidder”), (v) (A) the *Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 510], (B) the *Second Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 560]; (C) the *Third Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 619]; and (D) the *Fourth Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts And Possible Assignment to the Successful Bidder at Auction* [D.I. 636] (together, the “Assumption Notices”), and (vi) the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer effective as of the Closing (as defined in the APA) pursuant to this Order and the terms of the APA (each, an “Assigned Contract” and collectively, the “Assigned Contracts”), in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007, 9008 and 9014, Local Rules 2002-1, 6004-1 and 9006-1 and the Bidding Procedures Order, to all persons and entities entitled to such notice, including the Assignment Notice Parties (as defined in the Bidding Procedures) and all other persons and entities as directed by the Court. Such notice was good, sufficient, and

appropriate under the circumstances, including but not limited to providing each counterparty a full and fair opportunity to object to the assumption and assignment of its Contract (as defined in the APA) and its proposed cure amount; and no other or further notice of any of the foregoing is required. The Assumption Notices expressly provided notice to each counterparty that if the counterparty failed to object by the applicable deadline for doing so that such counterparty would be “forever barred and estopped from objecting to the cure amount, the assumption and assignment of that counterparty’s executory contract or unexpired lease (including the adequate assurance of future performance), the relief requested in the Sale Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the [Buyer], as applicable, for purposes of section 365(c)(1) of the Bankruptcy Code and from asserting any additional cure or other amounts (other than amounts that accrue after the date of the Applicable Assignment Notice) against the Trustee and the [Buyer], as applicable, with respect to such party’s executory contract or unexpired lease.” With respect to parties in interest whose identities could not be reasonably ascertained by the Trustee, the Sale Notice published in the national edition of the *Wall Street Journal* on February 5, 2025 [D.I. 518], was sufficient and reasonably calculated to provide notice to such parties under the circumstances. The Trustee also published the Sale Motion, Bidding Procedures Order, the Bidding Procedures, the APA, the Sale Notice, the Assumption Notices, and certain other documents relevant to the Sale on the claims and noticing agent’s website for these chapter 11 cases.

F. Sound Business Purpose. The Trustee has demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Motion and approval of and entry into the Sale, the APA, the Transaction Documents (as defined in the APA) and all other ancillary agreements thereto. The approval of and entry into the Sale, the APA, the Transaction Documents

and any ancillary agreements thereto (i) are a result of due deliberation by the Trustee and constitute a sound and reasonable exercise of the Trustee's business judgment and a proper exercise of the fiduciary duties of the Trustee; (ii) provide value and are beneficial to the Debtor's estate, and are in the best interests of the Debtor, its estate and its stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale, the APA and the other Transaction Documents include, without limitation, the following: (i) the APA constitutes the highest and best offer received for the Acquired Assets; (ii) the APA presents the best opportunity to maximize the value of the Acquired Assets on a going-concern basis and to avoid decline and devaluation as a result of delay or liquidation; (iii) failure to consummate the Sale expeditiously, as provided under the APA, could materially diminish creditor recoveries; (iv) but for the Trustee's entry into the Transaction Documents, the Buyer would not enter into the APA; and (v) the immediate consummation of the Sale and the Trustee's performance under the Transaction Documents is necessary to maximize the value of the Debtor's estate.

G. Compliance with Bidding Procedures. The Trustee conducted an open, extensive, and fair Sale Process. The Sale Process was non-collusive in all respects, and all interested parties were provided a full, fair, and reasonable opportunity to make an offer to purchase the Acquired Assets. The disclosures made by the Debtor and the Trustee concerning the Sale Motion with respect to the Acquired Assets, the APA, the Auction, the Sale, the assumption and assignment of the Assigned Contracts to Buyer and the Sale Hearing were good, complete and adequate. The Trustee, the Buyer and their respective counsel and other advisors have complied, in good faith, with all of the provisions of the Bankruptcy Code, the Bidding Procedures and the Bidding Procedures Order. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b)

the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, the Trustee (i) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Acquired Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets and (iii) considered any bids properly submitted in accordance with the Bidding Procedures on or before the Bid Deadline. Buyer submitted a Qualified Bid pursuant to the Bidding Procedures approved by this Court and was determined to be the Successful Bidder for the Acquired Assets.

H. Highest or Best Value. The Trustee determined, in a valid and sound exercise of her reasonable business judgment, in a manner consistent with her fiduciary duties and after a robust and extensive marketing process, that the Buyer's Qualified Bid, as documented in the APA, was the highest and otherwise best Qualified Bid for the Acquired Assets. Consummating the Sale will yield greater value to the Debtor's estate than would have been provided by any other available alternative transaction. The Bidding Procedures have been complied with in all respects by the Trustee and the Buyer and afforded a full, fair, and reasonable opportunity for any individual or entity to make a higher or otherwise better offer for the Acquired Assets. No other Person has offered to purchase the Acquired Assets for greater economic value to the Debtor's estate than the Buyer.

I. Fair Consideration. The consideration the Buyer will pay under the APA constitutes (i) fair and reasonable consideration for the Acquired Assets and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and other laws of

the United States, any state, territory, possession thereof or the District of Columbia. Approval of the APA and the consummation of the Sale of the Acquired Assets contemplated thereby is in the best interests of the Debtor and its estate.

J. Free and Clear Sale. The Seller may sell the Acquired Assets free and clear of all Interests (as defined below) (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Sale or the Sale Motion and that have an Interest in the Acquired Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of such Interest pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests in, on, or to the Acquired Assets attach solely to the proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtor and its estate. Any Interest holders that did not object, or that withdrew their objections, to the Sale Motion or the Sale, are deemed to have consented to the sale of the Acquired Assets to Buyer free and clear of their respective Interests in, on, or to the Acquired Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

K. Buyer's Reliance on Free and Clear Sale. The Buyer would not have entered into the APA and would not consummate the Sale or the other transactions contemplated thereby without the findings of and protections granted by this Order, including but not limited to that Buyer is not a continuation or a successor of the Debtor, that Buyer has no successor liability for claims against the Debtor under any theory, and that the sale of the Acquired Assets is free and

clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA), and that the Buyer, its affiliates, its past, present or contemplated, directors, officers, employees, shareholders, equityholders, representatives, agents, advisors or the Acquired Assets would not, and in the future could not, have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, for any such Interests. A sale of the Acquired Assets other than one free and clear of all Interests would adversely impact the Debtor, its estate and its creditors, and would yield substantially less value for the Acquired Assets and the Debtor's estate, with less certainty than provided by the Sale. The total consideration to be provided under the APA reflects the Buyer's reliance on this Order to provide it, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to, and possession of, the Acquired Assets free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA), including, without limitation, any potential Interests arising under doctrines of derivative, vicarious, transferee or successor liability. Those holders of the Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale or the Sale Motion are deemed to have consented to the Sale and the Sale Motion pursuant to section 363(f)(2) of the Bankruptcy Code.

L. "Interests." As used in this Order, the term "Interest" includes, in each case to the extent against or with respect to the Trustee or the Debtor or in, on, or against or with respect to any of the Acquired Assets: Encumbrances (as defined in the APA), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, liens, obligations, licenses, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual

commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, inchoate or not, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (i) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset, rights of use or possession, subleases, leases, conditional sale arrangements, or any similar rights; (ii) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Trustee, the Debtor or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise; (iii) all debts, liabilities, obligations, contractual or tort rights and claims, and labor, employment, and pension claims; (iv) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtor's, the Trustee's, or the Buyer's interest in the Acquired Assets, or any similar rights; (v) any rights under labor or employment agreements; (vi) any rights under pension, multiemployer plan (as such term is

defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, “ERISA”), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtor or any multiemployer plan to which the Debtor has at any time contributed to or had any liability or potential liability; (vii) any other employee, worker’s compensation, occupation disease, or unemployment or temporary disability claims, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, each as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code or any similar state law, (i) state or other discrimination laws, (j) state or other unemployment compensation laws or any other similar laws, (k) any other state or federal or non-U.S. benefits or claims relating to any employment with the Debtor or any of its predecessors, or (l) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (viii) any bulk sales or similar law; (ix) any governmental unit’s tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the assets or business of the Debtor prior to the Closing; (x) any unexpired and executory or non-executory contract or unexpired lease to which the Debtor is a party that is not an Assigned Contract; (xi) any other Excluded Liabilities (as defined in the APA); (xii) Interests arising under or in connection with any acts, or failures to act, of the Debtor or Seller or any of the Debtor’s or Seller’s

predecessors or affiliates, including, but not limited to, Interests arising under any doctrines of successor, transferee, or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable Law or otherwise; and (xi) rights, interests, or claims to any of the Acquired Assets asserted by any party that has misappropriated assets of the Debtor.

M. No Successor or Other Derivative Liability. By consummating the Sale pursuant to the APA, none of the Buyer or any of its affiliates are a mere continuation of, nor does the Buyer or any of its affiliates have a common identity of interests with, the Debtor, the Debtor's estate, the Trustee, or any enterprise(s) of the Debtor. None of the Buyer or any of its affiliates is holding itself out as a continuation of the Debtor. None of the Buyer or any of its affiliates is a successor to the Debtor, the Debtor's estate, or the Trustee by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger or *de facto* merger of the Buyer or any of its affiliates and the Debtor or the Debtor's estate. Neither the Buyer nor any of its affiliates has assumed or shall be held liable in any way for any obligation or Liability (as defined in the APA) of the Trustee, the Debtor (or any current or past affiliate or predecessor of the Debtor) or the Debtor's estate (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA). The sale and transfer of the Acquired Assets to the Buyer, including the assumption by the Seller and assignment, transfer and/or sale to the Buyer of any of the Assigned Contracts, will not subject the Buyer or any of its affiliates to any Liability with respect to the operation of the Debtor's (or Debtor's current or past affiliates or predecessors') business prior to the Closing or by reason of such transfer. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend and the Court hereby finds that the

Buyer and its affiliates shall not be liable for any Encumbrance or Liability (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA) against the Trustee, the Debtor, its estate, or any of its current or past predecessors or affiliates; and the Buyer and its affiliates shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date (as defined in the APA), whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business (as defined in the APA), the Acquired Assets or any Liabilities of the Debtor or its estate arising or attributable to periods prior to the Closing Date. The Buyer would not have acquired the Acquired Assets but for the foregoing protections against potential claims based upon “successor liability,” *de facto* merger, or theories of similar effect.

N. Good Faith; No Collusion. The Trustee, the Buyer and their respective counsel and other advisors have negotiated and entered into the APA, the other Transaction Documents and each of the transactions contemplated thereby in good faith, without collusion and from arm’s-length bargaining positions. The Trustee and the Buyer were each represented by separate and independent advisors throughout the negotiation of the APA. The Buyer is a good-faith purchaser, and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) Buyer recognized that the Trustee was free to deal with any other party interested in acquiring all or some of the Acquired Assets, (b) Buyer complied with the provisions in the Bidding Procedures Order, (c) Buyer agreed to subject its bid to the competitive bid procedures set forth in the Bidding Procedures Order, (d) Buyer in no way induced or caused the filing of this Chapter 11 Case by the Debtor, (e) all payments to be made, and all other material agreements or arrangements entered into or to be

entered into, by Buyer in connection with the Sale have been disclosed, and (f) no common identity of directors or controlling stockholders exists between Buyer and the Debtor. The APA was not controlled by an agreement between potential bidders within the meaning of section 363(n) of the Bankruptcy Code. The Trustee was free to deal with any other party interested in acquiring all or some of the Acquired Assets. Neither the Trustee nor the Buyer have engaged in any conduct that would cause or permit the Sale, the APA or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. The Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. The Buyer has not acted in a collusive manner with any person or entity. All payments to be made by the Buyer and all agreements entered into by the Buyer and the Trustee under the APA in connection with the Sale have been disclosed and are appropriate. The Buyer has fully disclosed all of its connections with the Debtor or the Trustee. The APA was not entered into, and the Sale is not being consummated, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims, or for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law, including the laws of jurisdictions outside the United States. Neither the Trustee nor the Buyer have entered into the APA or are consummating the Sale with any fraudulent or otherwise improper purpose.

O. Insider Status. The Buyer is not an “insider” of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

P. Assumption and Assignment of Assigned Contracts. The assumption and assignment of the Assigned Contracts are an integral part of the Sale, are in the best interests of

the Debtor and its estate and represent the valid and reasonable exercise of the Trustee's sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) are necessary to sell the Acquired Assets to the Buyer as contemplated by the APA, (ii) allow the Seller to sell the Acquired Assets to the Buyer as a going concern, (iii) limit the losses suffered by counterparties to the Assigned Contracts and (iv) maximize the recoveries of other creditors of the Debtor by eliminating claims against the Debtor's estate that would arise from the Trustee's rejection of the Assigned Contracts. Any counterparty to any Assigned Contract that has not actually filed with the Court and served on the Objection Notice Parties (as defined in the Bidding Procedures) an objection to the Seller's assumption and assignment of such Assigned Contract, or to the applicable cure amounts, as of the date specified in the Bidding Procedures Order (as such date may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to the assumption and assignment of the Assigned Contract, and to the applicable cure amounts, if any, associated with the Assigned Contracts as set forth in Exhibit 2 hereto (the "Cure Claims").

Q. Compliance with Section 365 of the Bankruptcy Code. The Seller has met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Assigned Contracts. Each counterparty to an Assigned Contract has consented to, or is deemed to have consented to, the assignment of the Assigned Contract to the Buyer notwithstanding whether any applicable law would excuse such counterparty from accepting performance or rendering performance to the Buyer. The Seller has provided, or will provide, adequate assurance (within the meaning of section 365(b)(1) of the Bankruptcy Code) of cure of any default existing under any of the Assigned Contracts on or before the Closing Date. The Buyer has demonstrated adequate assurance of future performance of and under the Assigned

Contracts within the meaning of sections 365(b) and 365(f)(2) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, on the Closing Date the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in the Assigned Contracts or other restrictions prohibiting their assignment or transfer.

R. Procedures with respect to Assigned Contracts. The procedures set forth in the APA with respect to Assigned Contracts are reasonable and the notice and opportunity to object provided to counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Bidding Procedures Order, fairly and reasonably protect any rights that such counterparties and other parties in interest may have with respect to such Assigned Contracts.

S. Property of the Estate. The Acquired Assets constitute property of the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code and title thereto is vested in the Debtor's estate. The Trustee, on behalf of the Debtor, has the exclusive right and power to transfer good title to the Acquired Assets to the Buyer.

T. Validity of the Sale. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(k), 363(m), 365(b) and 365(f) and all of the applicable requirements of such sections have been complied with in all respects in connection with the Sale. Effective of the Closing (even if the assumption and assignment occurs after the Closing pursuant to the terms of the APA), the sale and assignment of the Acquired Assets and the Assigned Contracts to the Buyer will be a legal, valid and effective transfer of the Acquired Assets and the Assigned Contracts, and will vest the Buyer with all right, title and interest of the Debtor and its estate in and to the Acquired Assets and the Assigned Contracts free and clear of all Interests (other than any Permitted

Encumbrances and Assumed Liabilities expressly assumed under the APA). The Trustee has full power and authority to execute the APA (and all other documents contemplated thereby) and to consummate the Sale. The Trustee is hereby authorized to execute the APA and all other documents contemplated thereby, and to enter into the Sale. Upon entry of this Order, no consent or approval from any other person, entity or legal authority is required to consummate the Sale.

U. No Sub Rosa Plan. Neither the Sale nor the APA impermissibly restructures or modifies the rights of any of the Debtor's creditors or impermissibly dictates the terms of a chapter 11 plan. Neither the Sale nor the APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

V. No Stay of Order. Time is of the essence to implement the APA and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Acquired Assets and to maximize the value to the Debtor, its estate, its creditors and all other parties in interest and to ensure the Trustee's compliance with the Trustee's obligations under the post-petition financing agreements. The Trustee has demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the APA. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062 or any applicable provisions of the Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry.

W. Single, Integrated Transaction. Entry of this Order approving the APA and all provisions of this Order and the APA are a necessary condition precedent to the Buyer consummating the Sale. The provisions of this Order, the APA, the other Transaction Documents and the transactions contemplated hereby and thereby are inextricably linked and technically and collectively constitute a single, integrated transaction.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:**

1. Sale Motion Granted. The Sale Motion and the relief requested therein (to the extent not previously granted by the Court pursuant to the Bidding Procedures Order or otherwise) are GRANTED and approved as set forth herein.

2. Objections Overruled. Any Objections to the Sale Motion or the relief requested therein, the Assumption Notices or the amount of the Cure Claims set forth therein, the identity of the Buyer, the conduct of the Auction, or to any other aspect of the Sale or the transactions contemplated thereby that have not been withdrawn, waived or settled and all reservations of rights included in such Objections are hereby OVERRULED on the merits with prejudice or resolved as set forth herein.

3. Sale Approved. The APA and all transactions contemplated thereby, including the Sale and the Trustee's entry into and performance under the Transaction Documents, are APPROVED. The Seller has the exclusive right and power to transfer good title to the Acquired Assets to the Buyer.

4. Prior Findings of Fact and Conclusions of Law. The Court's findings of fact and conclusions of law in the Bidding Procedures Order and in this Order and the Court's oral findings of fact and conclusions of law made by the Court during the Sale Hearing are incorporated herein by reference.

5. Trustee's Performance Authorized. The Trustee is hereby authorized to enter into and perform the Seller's obligations under the APA, and to take such other actions as may be necessary or desirable to effectuate the terms of the APA, including providing transition services and other instruments or documents that may be reasonably necessary or desirable by the Trustee

or Buyer to implement and effectuate the terms of the APA, the Sale, or this Order, including, without limitation, deeds, assignments, bills of sale, transfers of membership interests and any other instruments of transfer, without further order of the Court. The Trustee is hereby further authorized, but not directed, to take all other actions as may reasonably be requested by the Buyer or otherwise for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's possession any or all of the Acquired Assets and the Assigned Contracts, as may be necessary or appropriate for the Trustee to perform the Seller's obligations under the APA and consummate the Sale, including, without limitation, providing transition services, without further order of the Court.

6. The Trustee is hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases and other documents with respect to the Acquired Assets that are necessary or appropriate to effectuate the APA, the Sale, the Transactions, or this Order, including, as applicable, lien termination statements, amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Trustee or Buyer may determine are necessary or appropriate.

7. Valid Transfer and Assignment. Effective as of the Closing Date, the sale and assignment of the Assigned Contracts and the Acquired Assets by the Seller to the Buyer shall constitute a legal, valid and effective transfer and assignment of the Assigned Contracts and the Acquired Assets, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest in and to the Assigned Contracts and the Acquired

Assets, free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA), pursuant to section 363(f) of the Bankruptcy Code.

8. Free and Clear Sale. Except to the extent specifically provided in the APA, upon the Closing Date, the Trustee, on behalf of the Debtor, shall be, and hereby is, authorized and empowered, pursuant to sections 105, 363(b), 363(f) and 363(k) of the Bankruptcy Code, to sell and transfer to the Buyer the Acquired Assets. The sale and transfer of the Acquired Assets to the Buyer shall vest the Buyer with all right, title and interest in and to the Acquired Assets free and clear of any and all Interests of any person or entity (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA), with all such Interests to attach to the net proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force and effect that such Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtor or its estate. Following the Closing, no holder of any Interest in or on any of the Acquired Assets, including (whether or not they hold Interests), without limitation, (x) Voizzit Technology Private, Ltd., Voizzit Information Technology LLC, and each of their respective directors, officers, employees, managers, principals, direct or indirect equityholders and lenders or other creditors, (y) Rajendran Vellapalath, Byju Ravindran, and Vinay Ravindra and (z) each of the affiliates, representatives, agents, and related Persons of any of the foregoing,³ shall interfere in any way with the Buyer's use or enjoyment of any of the Acquired Assets based on or related to such Interest, the Debtor or any actions that the Trustee or Buyer has taken or may take in these chapter

³ Nothing in this paragraph 8 or otherwise is an admission or finding that any of the entities described in subclauses (x), (y) or (z) of this paragraph 8 has any valid or enforceable Interests in the Acquired Assets.

11 cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

9. The provisions of this Order authorizing the sale and transfer of the Acquired Assets free and clear of Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA) shall be self-executing, and neither the Trustee nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents or other instruments in order to effectuate, consummate or implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Trustee and the Buyer shall be authorized, but not directed, to file any such releases, termination statements, assignments, consents, or other instruments in any jurisdiction to record the release, discharge, and termination of Interests in, on, or to the Acquired Assets pursuant to the terms of this Order.

10. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests in, on, or to the Acquired Assets (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA) shall be unconditionally released, discharged and terminated as to the Buyer and the Acquired Assets; and (b) binding upon all persons and entities, including all the Debtor's creditors, direct or indirect equity holders, affiliates, officers, directors, employees, agents, representatives and any holder of an Interest in, on, or to any of the Acquired Assets, and all such persons and entities are hereby authorized to execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in, on, or to the Acquired Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interest in, on, or to the Acquired Assets has not delivered to the Trustee on or before the Closing, in proper form for filing and executed by the

appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has with respect to the Acquired Assets, the Trustee and the Buyer (at the Debtor's expense) are authorized to (x) request that the applicable person or entity execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Acquired Assets, and, to the extent such person or entity fails to do so, execute and file such termination statements, releases, instruments of satisfaction or other documents with respect to the Acquired Assets on behalf of the applicable person or entity, and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in, on, or to the Acquired Assets. To the extent not inconsistent with otherwise applicable law, this Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every U.S. federal, state, and local government agency, department or office and may be deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every tribal or foreign government agency, department, or office.

11. Recording Officers. All filing agents or officers, title agents or companies, recorders of mortgages or deeds, registrars, administrative agencies, governmental units or departments, secretaries of state, governmental officials and all other persons or entities that may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments regarding the Acquired Assets or who may be required to report or insure any title or state of title in or to the Acquired Assets, (collectively, the "Recording Officers") are hereby authorized and directed to (a) accept any and all documents or instruments necessary and appropriate to consummate the Sale or to record and reflect that the Buyer is the owner of the Acquired Assets free and clear of all Interests (other than

any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA) and (b) strike all recorded Interests in, on, or to the Acquired Assets from their records.

12. Direction to Surrender the Acquired Assets. All persons or entities in possession or control of any of the Acquired Assets or parts thereof, either presently or on or before the Closing Date, are directed to surrender possession or control of the Acquired Assets or parts thereof to the Buyer on the Closing Date.

13. No Successor Liability. The Buyer and its affiliates are not and shall not be (a) deemed a “successor” in any respect to the Debtor or its estate as a result of the consummation of the Sale or any other event occurring in the Debtor’s chapter 11 case under any theory of law or equity; (b) deemed to have, *de facto* or otherwise, merged or consolidated with or into the Debtor or its estate; (c) deemed to be an alter ego of or have a common identity with the Debtor or its estate; (d) deemed to have a continuity of enterprise with the Debtor or its estate; (e) be liable for any acts or omissions of the Debtor or in connection with the conduct of the Business, or arising under or related to the Acquired Assets, except as expressly provided in the APA; or (f) deemed to be a continuation or substantial continuation of the Debtor or its estate or any enterprise thereof, including (with respect to clause (a) through (f) of this paragraph) within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, products liability or other law, doctrine rule or regulation (including any filing requirements under any such laws, rules or regulations) with respect to the Debtor’s or its estate’s liability under such law, doctrine, rule or regulation.

14. Except as expressly provided in the APA with respect to the Assumed Liabilities, the Buyer shall not assume, nor be deemed to have assumed or in any way be responsible for any Liability or obligation (of any kind, character, or description, whether known or unknown, asserted

or unasserted, matured or unmatured, liquidated or unliquidated, disputed or undisputed, accrued or unaccrued, due or to become due, fixed, absolute, contingent or otherwise) of the Trustee, the Debtor or its estate arising or attributable to periods prior to the Closing Date including, but not limited to, any Excluded Liabilities, any bulk sales law Liability, successor or vicarious Liability, Liability or responsibility for any claim against the Trustee, the Debtor or its estate or against any related person or affiliate of the Debtor (including predecessors), or any similar Liability or obligation. The Sale Motion, Sale Notice and Notice of Successful Bidder contain sufficient notice of such limitation in accordance with applicable law. Except for the Buyer's assumption of the Assumed Liabilities pursuant to the APA and claims brought by the Trustee to enforce the express terms of the APA and this Order, the transfer of the Acquired Assets and the Assigned Contracts to the Buyer under the APA will not result in (a) the Buyer and its affiliates having any Liability or obligation for any claim made against the Trustee, the Debtor or its estate (or its respective affiliates, together with its respective predecessors, successors, assigns, members, partners, officers, directors, principals or direct or indirect equity holders), including without limitation in respect of the Excluded Liabilities, nor in any such liability or obligation attaching to the Acquired Assets; (b) the Buyer and its affiliates having any Liability or obligation with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any Interests or Excluded Liabilities, nor in any such liability or obligation attaching to the Acquired Assets; or (c) the Buyer and its affiliates having any liability or obligation to the Debtor or its estate that did not previously exist.

15. Based on the facts and circumstances of these Chapter 11 Cases, except with respect to the counterparties to specifically Assumed Liabilities, effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any

manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, affiliates or its assets (including the Acquired Assets) with respect to any (a) Interest in the Acquired Assets or (b) successor, transferee, vicarious or other similar liability or theory of liability, including (i) commencing or continuing any action or other proceeding pending or threatened, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect hereof or thereof; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Interest; (iv) asserting any setoff or right of subrogation; or (v) revoking or terminating any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets to the extent that such revocation or termination is related in any way to the Chapter 11 Cases or the sale of the Acquired Assets to Buyer.

16. Assumption and Assignment of Assigned Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale, the Seller's assumption and assignment of the Assigned Contracts to the Buyer free and clear of all Interests (other than any Permitted Encumbrances and Assumed Liabilities expressly assumed under the APA) pursuant to the terms of the APA, as modified by the terms of any amendments reached by the Buyer and the respective counterparty to any Assigned Contract, is hereby approved, and the requirements of sections 365(b) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon the Seller's assumption and assignment of the Assigned Contracts to the Buyer, and based on the facts and circumstances of these Chapter 11 Cases, each applicable counterparty shall be forever barred, estopped and permanently enjoined

from raising or asserting against the Trustee, the Debtor, its estate, the Buyer, or their respective affiliates or property, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated senior or subordinate), counterclaim, defense, setoff or any other matter arising under or out of, in connection with or in any way related to, the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing. Upon the Seller's assumption and assignment of the Assigned Contracts to the Buyer, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtor and its estate in and to the Assigned Contracts and the Assigned Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms. The Seller's assumption and assignment of the Assigned Contracts to the Buyer shall not constitute a default under or a termination of any Assigned Contract.

17. Cure Claims. Any defaults or other obligations under the Assigned Contracts shall be deemed cured by the Seller's payment or other satisfaction of the Cure Claims, if any, as set forth in Exhibit 2 hereto. Pursuant to Bankruptcy Code section 365(k), the Seller and the Debtor shall have no liability for any breach of an Assigned Contract occurring after the assumption and assignment of the Assigned Contract to the Buyer.

18. Cure Objections. All objections to the Trustee's calculation of Cure Claims with respect to any of the Assigned Contracts (each such objection, a "Cure Objection") have been overruled, withdrawn, waived, settled, or otherwise resolved. Any Cure Objections as to applicable Cure Claims that have not been resolved by the parties may be heard at a later date as set by the Court. The pendency of a dispute relating to a particular Assigned Contract shall not prevent or delay the assumption or assignment of any other Assigned Contract or the Closing of the Sale.

19. Adequate Assurance. The Buyer has provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b) and 365(f)(2)(B) of the Bankruptcy Code. Any adequate assurance objections that have not been withdrawn, waived, or settled and all reservations of rights included in such objections are hereby overruled on the merits with prejudice. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Seller's assumption and assignment of the Assigned Contracts to the Buyer have been satisfied.

20. Anti-Assignment Provisions Unenforceable. No section or provision of any Assigned Contract that purports to (a) prohibit, restrict or condition the assignment of an Assigned Contract, including, but not limited to, the conditioning of such assignment on the consent of any counterparty to such Assigned Contract; (b) authorize the termination, cancellation or modification of an Assigned Contract based on the filing of a bankruptcy case, the financial condition of the Debtor or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtor; or (d) provide for additional payments, profit sharing, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the counterparty to an Assigned Contract, or modification of any term or condition upon the assignment of a contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force or effect, and any such section or provision constitutes an unenforceable anti-assignment provision under section 365(f) or 365(l), as applicable, of the Bankruptcy Code or is otherwise unenforceable under section 365(e) of the Bankruptcy Code.

21. No Fees for Assumption and Assignment. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer, its successors or assigns, or the Debtor or its estate as a result of the assumption and assignment of the Assigned Contracts.

22. Direction to Contract Counterparties. All counterparties to Assigned Contracts assigned to the Buyer in accordance with the terms of this Order and the APA shall cooperate with, and expeditiously execute and deliver upon, any reasonable request of the Buyer, and shall not charge the Buyer for any instruments, applications, consents or other documents that may be required or requested by any governmental unit or other public or quasi- public authority or other party to effectuate the applicable transfers in connection with the Seller's assumption and assignment of the Assigned Contracts to the Buyer; *provided, however*, that the foregoing shall not prejudice the rights of any counterparties to: (a) contracts subject to ongoing dispute or (b) any potential Assigned Contracts who receive a Supplemental Assignment Notice after entry of this Order to object in accordance with the procedures approved pursuant to the Bid Procedures Order.

23. Modification of Assigned Contracts List. The rights of the Buyer to modify the list of Assigned Contracts after the date of this Order as set forth in the APA or herein is approved.

24. Licenses and Permits. To the extent provided in the APA and available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtor or its estate with respect to the Acquired Assets and the Assigned Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date. To the extent any license or permit necessary for the operation of the Acquired Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such license or permit of the Debtor or its estate shall remain in place for the Buyer's benefit until a new license or permit is obtained (or, in the case of licenses or permits of the Debtor or its estate

of which the assignment to Buyer is pending as of the Closing Date (whether pursuant to a notice period that has not expired as of the Closing Date or a required consent from an applicable governmental authority that has not been received as of the Closing Date), shall transfer to Buyer upon the expiration of such notice period or the receipt of such consent).

25. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale.

26. Good-Faith Purchaser. The Buyer is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

27. Section 363(n) of the Bankruptcy Code. The Sale approved by this Sale Order and the APA is not subject to avoidance or any recovery of damages pursuant to section 363(n) of the Bankruptcy Code.

28. Transfer Taxes. Any Interests of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Buyer shall be filed against the Debtor's estate and shall not be asserted against the Buyer. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, all governmental units and Persons (as defined in the APA) are hereby prohibited from taking any action against the Buyer to recover any claim which such Person or governmental unit has or may assert against the Debtor or its estate (as such claims exist immediately prior to the Closing) relating to a stamp, transfer tax, or similar tax arising from the transfer of the Acquired Assets to the Buyer.

29. Bulk Sales. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale.

30. Administrative Expense Claims. The Seller's obligations under the APA and the other Transaction Document, and all amounts to be paid or owing to the Buyer or its affiliates pursuant to the APA, this Order and the other Transaction Documents, shall be allowed administrative expenses pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code and be immediately payable if and when the obligations of the Trustee or Debtor arise under the APA, this Order or other Transaction Documents, without any further order of the Court.

31. Amendments. The APA, the other Transaction Documents and any related agreements may be amended, supplemented, or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided, that*, any such amendment, supplement or modification shall not have a material adverse effect on the Debtor's estate. Any amendment, supplement or modification that has a material adverse effect on the Debtor's estate shall be filed on the Court's docket, subject to an opportunity to object. Absent any such objection, or if such objection is resolved, such amendment, supplement or modification shall be binding on the Buyer, Debtor and Seller.

32. Binding Order. This Order and the APA shall be binding upon and govern the acts of all persons and entities, including without limitation, the Trustee and the Buyer, their respective successors and permitted assigns, including, without limitation, any successor chapter 11, litigation or liquidation trustee hereinafter appointed for the Debtor's estate or any trustee appointed in a chapter 7 case of the Debtor if its chapter 11 case is converted to a case under chapter 7, all creditors of the Debtor or its estate (whether known or unknown), all counterparties to any Assigned Contracts and all Recording Officers. Neither the Sale nor the APA shall be subject to rejection or

avoidance under any circumstances. This Order and the APA shall inure to the benefit of the Trustee and the Buyer and its respective successors and assigns. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA or this Order.

33. Failure to Specify Provisions; Conflicts. The failure specifically to include or mention any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Trustee and the Buyer that the APA be authorized and approved in its entirety, including any amendments thereto as may be made by the parties thereto in accordance with the terms thereof and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

34. Further Assurances. From time to time, as and when requested by Buyer, all parties to the Sale and the Assigned Contracts shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate the Sale, including such actions as may be necessary to vest, perfect, confirm, record or otherwise in the Buyer its right, title and interest in and to the Acquired Assets and the Assigned Contracts.

35. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to allow the Buyer to deliver any notice provided for in the APA and to take any and all actions permitted or required under the APA in accordance with the terms and conditions thereof.

36. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062 and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the APA and Closing the Sale. In the absence of any Person obtaining a stay pending appeal, the Seller and the Buyer are free to close under the APA at any time, subject to the express terms of the APA.

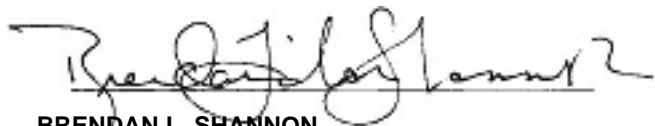
37. Governing Terms. To the extent there is any express inconsistency between the terms of this Order and the terms of the APA, the terms of this Order shall govern.

38. Retention of Jurisdiction. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the APA, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning or related to this Order, the APA or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, and the status, nature and extent of the Acquired Assets and the Assigned Contracts.

39. Notice of Closing and Amendment of Case Caption. Within five (5) Business Days of the occurrence of the Closing, the Trustee, on behalf of the Debtor, shall file and serve a notice of same in form and substance satisfactory to Buyer (the “Notice of Sale Closing and Effective Date of Amendment of Case Caption”). Upon the filing of the Notice of Sale Closing and Effective Date of Amendment of Case Caption, the Debtor’s case caption for subsequent pleadings shall be amended to be in the form as set forth on such notice.

40. The Trustee, on behalf of the Debtor, is authorized to change its names without further notice, hearing or order of the Court and without any further action of the Trustee, the Debtor or its stockholders.

41. The Trustee is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

A handwritten signature in black ink, appearing to read "Brendan L. Shannon", is written over a horizontal line.

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Dated: May 20th, 2025
Wilmington, Delaware

EXHIBIT 1

(Asset Purchase Agreement)

EXECUTION VERSION
Confidential

ASSET PURCHASE AGREEMENT

By and Between

**Claudia Z. Springer, not in her individual capacity but solely in her capacity as Chapter 11
Trustee of Epic! Creations, Inc., on behalf of the Estate of Debtor Epic! Creations, Inc.,**

(as Seller) and

Hy Ruby Limited

(as Buyer)

dated as of

May 15, 2025

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EXHIBITS

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated May 15, 2025 (the “**Effective Date**”) is entered into by and between Claudia Z. Springer, not in her individual capacity but solely in her capacity as the Chapter 11 Trustee of Epic! Creations, Inc., on behalf of the Estate of Debtor Epic! Creations, Inc. (“**Seller**”), and Hy Ruby Limited, a company limited by shares incorporated under the Laws of the British Virgin Islands (“**Buyer**” and together with Seller, the “**Parties**” and each a “**Party**”).

RECITALS

WHEREAS, Epic! Creations, Inc., a Delaware corporation (“**Epic**”), is engaged in designing, maintaining, marketing, and selling a subscription-based reading and learning platform offering access to books and videos for children ages 12 and under (the “**Business**”).

WHEREAS, on June 4, 2024 (with respect to Epic) (the “**Petition Date**”) and June 5, 2024 (with respect to Tangible Play and Neuron Fuel, as herein defined), certain parties filed involuntary petitions against each of Epic, Tangible Play, Inc., a Delaware corporation (“**Tangible Play**”), and Neuron Fuel, Inc., a Delaware corporation (“**Neuron Fuel**” and together with Epic and Tangible Play, collectively, “**Debtors**”) under Chapter 11 of the Bankruptcy Code (as herein defined) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

WHEREAS, on September 16, 2024, the Bankruptcy Court entered the *Order for Relief in Involuntary Cases and Appointing Chapter 11 Trustee* [Docket No. 147], commencing the chapter 11 cases of Epic, Tangible Play and Neuron Fuel (the “**Chapter 11 Cases**”) and ordering the appointment of a chapter 11 trustee.

WHEREAS, on October 7, 2024, the Bankruptcy Court entered an Order (as hereinafter defined) [Docket No. 180] appointing Claudia Z. Springer (in her capacity as chapter 11 trustee of the estate of Debtor, and not in her individual capacity, the “**Trustee**”) as chapter 11 trustee in the Chapter 11 Cases, and the Trustee has retained possession of the assets of the Debtors and is authorized under the Bankruptcy Code to continue the operations of their businesses.

WHEREAS, Seller desires to sell the Acquired Assets to Buyer pursuant to the terms and conditions of this Agreement and Buyer desires to so purchase and acquire the Acquired Assets from Seller in accordance with Sections 105, 363 and 365 of the Bankruptcy Code (as hereinafter defined).

WHEREAS, (i) Buyer is a wholly-owned subsidiary of TAL Education Group, an exempted company incorporated under the laws of the Cayman Islands (“**Parent**”), and (ii) concurrently with the execution of this Agreement, and as a condition to the willingness of, and material inducement to, the Seller to enter into this Agreement, Parent is entering into a duly executed guarantee (the “**Guarantee**”), in favor of Seller, pursuant to which Parent is, among other things, guaranteeing the due and punctual payment by Buyer to Seller of the Guaranteed Obligations (as defined in the Guarantee), in accordance with the terms of the Guarantee.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below in this ARTICLE I:

“Acquired Assets” has the meaning set forth in Section 2.01.

“Acquired Avoidance Actions” means any and all Avoidance Actions against (i) counterparties to any Assigned Contracts, (ii) Persons for whom there are purchase-orders or service-orders or similar arrangements with Seller that are not formalized by Contract, that have unperformed obligations remaining on both Seller, on the one hand, and the counterparty, on the other hand, and that are assumed by Buyer or (iii) any of the Transferred Employees.

“Acquired IP Claims” means claims, causes of action and other legal rights and remedies, whether for money damages or injunctive relief, against other Persons for infringement or misappropriation or other violation of any of the Assigned Intellectual Property Assets, whether first occurring before or after the Closing Date, but excluding any claims for money damages arising from or related to the matters described on Section 4.05(c) of the Disclosure Schedules.

“Action” means any claim, action, cause of action, demand, dispute, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of a specified Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Affiliated Assigned Contracts” has the meaning set forth in Section 4.12.

“Agreement” has the meaning set forth in the preamble of this Agreement.

“Agreement Dispute” has the meaning set forth in Section 11.10.

“Alternative Transaction” has the meaning set forth in Section 9.01(f).

“Assigned Books and Records” has the meaning set forth in Section 2.01(e).

“Assigned Contracts” has the meaning set forth in Section 2.01(b).

“Assigned Intellectual Property Assets” has the meaning set forth in Section 2.01(d).

“Assumed Liabilities” has the meaning set forth in Section 2.03.

“Auction” means an auction conducted by Seller in accordance with the Bidding Procedure Order.

“Avoidance Actions” means any and all Actions of Seller arising under chapter 5 of the Bankruptcy Code or similar state Law claims.

“Bankruptcy Code” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq., as amended.

“Bankruptcy Court” has the meaning set forth in the recitals of this Agreement.

“Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, and the Local Rules, in each case as amended from time to time and as applicable to these Chapter 11 Cases or proceedings therein.

“Bidding Procedures Order” means the Order of the Bankruptcy Court establishing the date by which qualified bids meeting the requirements approved in such Order must be submitted by bidders and establishes procedures for the Auction process and entered on January 28, 2025, at docket number 474 in the Chapter 11 Cases.

“Bill of Sale” means a bill of sale and assignment and assumption agreement effecting the transfer to Buyer of the Acquired Assets and the assignment to, and assumption by, Buyer of the Assumed Liabilities, substantially in the form of Exhibit B attached hereto.

“Books and Records” means books, records, ledgers, files, documents, correspondence, lists, specifications, drawings, technical data, sales data, financial data and information, advertising and promotional materials, studies, reports and other content or materials (in whatever form or medium).

“Business” has the meaning set forth in the recitals of this Agreement.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

“Business Employee” has the meaning set forth in Section 4.08.

“Business Employee List” has the meaning set forth in Section 4.08.

“Business Permits” has the meaning set forth in Section 4.07.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“Buyer 401(k) Plan” has the meaning set forth in Section 6.09(e).

“**Buyer Closing Certificate**” has the meaning set forth in Section 7.03(d).

“**Chapter 11 Cases**” has the meaning set forth in the recitals of this Agreement.

“**Closing**” and “**Closing Date**” have the meanings set forth in Section 3.01.

“**Closing Cash Consideration**” means \$95,100,000.

“**Closing Payment**” has the meaning set forth in Section 2.05(b).

“**Code**” has the meaning set forth in the definition of Seller Employee Benefit Plan.

“**Commonly Controlled Entity**” has the meaning set forth in the definition of Seller Employee Benefit Plan.

“**Confidentiality Agreement**” has the meaning set forth in Section 6.07(b).

“**Contracts**” means all contracts, leases, deeds, mortgages, licenses, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Cure Claims**” has the meaning set forth in Section 2.05(d).

“**Customer Data**” means all data and information (including Personal Information) that are in the possession or under the control of Epic, the Estate or the Seller, including customer lists and customer information, anonymized or deidentified data, and any data or data sets derived from any such data and information.

“**Debtors**” has the meaning set forth in the recitals of this Agreement.

“**Deposit**” has the meaning set forth in Section 2.05(c).

“**DIP Credit Agreement**” means that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement dated as of October 31, 2024 by and among Claudia Z. Springer, as Chapter 11 Trustee of Epic, on behalf of the Estate of Debtor Epic, Claudia Z. Springer, as Chapter 11 Trustee of Neuron Fuel, on behalf of the Estate of Debtor Neuron Fuel, Claudia Z. Springer, as Chapter 11 Trustee of Tangible Play, on behalf of the Estate of Debtor Tangible Play, the lenders party thereto and GLAS Trust Company LLC as administrative agent and as collateral agent.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

“**Effective Date**” has the meaning set forth in the preamble of this Agreement.

“**Effects**” has the meaning set forth in the definition of Material Adverse Change.

“**Employment Costs**” means all amounts payable in respect of any Business Employee or other current or former employee or individual service provider of the Seller, the

Estate, Epic or any of their respective Affiliates, including wages, salaries, commissions, bonuses, fees, transaction or retention bonuses, deferred compensation, equity or equity-based compensation, severance or other termination costs (including any obligations or liabilities pursuant to the WARN Act or similar state Laws), overtime pay, holiday pay, vacation, paid time off, contributions to Seller Employee Benefit Plans and, in each case of the foregoing, any related Taxes.

“Encumbrance” means any charge, claim (as defined in Section 101(5) of the Bankruptcy Code), pledge, condition, lien, license, option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, transfer restriction or other similar encumbrance.

“End Date” means June 5, 2025.

“Enforceability Exceptions” means the bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general application relating to or affecting creditors’ rights and general equity principles.

“Epic” has the meaning set forth in the recitals of this Agreement.

“Epic 401(k) Plan” has the meaning set forth in Section 6.09(e).

“Epic Privacy Policy” has the meaning set forth in Section 6.13.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Escrow” has the meaning set forth in Section 2.05(c).

“Escrow Holder” has the meaning set forth in Section 2.05(c).

“Estate” means the estate of Epic.

“Excluded Assets” has the meaning set forth in Section 2.02.

“Excluded Cash” means (i) all cash deposited in any bank accounts of Seller, the Estate or Epic as of the Closing, (ii) all cash held by Apple, Inc., Google, LLC, Stripe, Inc. or Amazon.com, Inc. (or any of their respective Affiliates) for the benefit of Seller or the Estate as of the Closing, (iii) any cash of Seller or the Estate in transit as of the Closing, (iv) all cash equivalents and securities of Seller or the Estate as of the Closing and (v) all deposits, advances, and prepaid items held by or for the benefit of Seller or the Estate as of the Closing.

“Excluded Liabilities” has the meaning set forth in Section 2.04.

“Excluded Taxes” means (i) any Taxes relating to, pertaining to, or arising out of the Acquired Assets, the Assumed Liabilities or the Business for any Pre-Closing Tax Period, and (ii) any Taxes of Seller, the Estate or Epic for any taxable period, whether by reason of Treasury Regulations Section 1.1502-6 or otherwise, including, but not limited to, any Taxes attributable to the Excluded Assets and any Taxes imposed on the Business or any Acquired Asset for any Pre-

Closing Tax Period. For purposes of this Agreement, in the case of any Straddle Period, (a) real and personal property Taxes allocable to the Pre-Closing Tax Period shall be equal to the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the Pre-Closing Tax Period and the denominator of which is the number of days in the entire Straddle Period, and (b) Taxes (other than Taxes described in clause (a) above) allocable to the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the close of business on the Closing Date.

“Excluded Trademarks” has the meaning set forth in Section 2.02.

“Final Order” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in these Chapter 11 Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (x) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, new trial, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors, or (y) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided* that no order shall fail to be a Final Order solely due to the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, Rules 59 or 60 of the Federal Rules of Civil Procedure, or Rule 9024 of the Bankruptcy Rules may be filed with respect to such order.

“Fraud” means an actual and intentional fraud (i) by Seller in the making of the express representations and warranties in Article IV or (ii) by Buyer in the making of the express representations and warranties in Article V; provided that such Fraud shall only be deemed to exist if, at the time such representation or warranty was made, (a) such representation or warranty was materially inaccurate, (b) the Party making such representation or warranty had actual knowledge (and not imputed or constructive knowledge), without any duty of inquiry or investigation, of the material inaccuracy of such representation or warranty, (c) such Party made such materially inaccurate representation or warranty with the specific intent to deceive the other Party and induce such other Party to enter into this Agreement and (d) the other Party acted in justifiable reliance on such materially inaccurate representation or warranty and suffered or incurred actual financial injury as a result of such reliance. For the avoidance of doubt, “Fraud” shall not include any cause of action based on constructive or imputed knowledge, equitable fraud, constructive fraud, promissory fraud or any tort (including a claim for fraud) based on negligence, recklessness or any similar theory.

“Fundamental Representations” has the meaning set forth in Section 7.02(a).

“GLAS” means GLAS Trust Company LLC.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Guarantee” has the meaning set forth in the recitals of this Agreement.

“Inactive Employee” has the meaning set forth in Section 6.09(c).

“Intellectual Property” means all intellectual property rights in any jurisdiction throughout the world, including: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software (including source code, executable code, data, databases, and related documentation); and (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

“Intellectual Property Assignment Agreements” means one or more assignment agreements in substantially the form provided on Exhibit D hereto effecting the transfer of all right, title and interest in the Assigned Intellectual Property Assets to Buyer.

“Intellectual Property Registrations” means, as to any Intellectual Property, any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar or social or mobile media company in any jurisdiction, including registered trademarks, domain names, social or mobile media identifiers or accounts and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“IT Assets” means computers, software, hardware, firmware, middleware, servers, workstations, routers, networks, databases, websites, applications, hubs, switches, data communications lines and all other information technology equipment and assets.

“Knowledge of Seller” or any other similar knowledge qualification, means the actual knowledge of the Trustee after reasonable inquiry of Norman Basch, James Ransom and the personnel of Novo Advisors, in each case to the extent such person would reasonably be expected to have knowledge of the event, condition, circumstance, act or other matter in question.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or rule of law of any Governmental Authority.

“**Lenders**” means each of the lenders of the Debtors for borrowed money.

“**Liabilities**” means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, accrued or unaccrued, matured or unmatured or otherwise.

“**Litigation Trust**” means any litigation or liquidation trust or similar vehicle that may be established in connection with a chapter 11 plan in the Chapter 11 Cases to, among other things, prosecute Avoidance Actions (other than the Acquired Avoidance Actions) and other claims and causes of actions.

“**Litigation Trustee**” means any trustee or similar administrator that may be appointed in connection with any Litigation Trust.

“**Local Rules**” means the Local Rules of the United States Bankruptcy Court for the District of Delaware.

“**Losses**” means losses, damages, liabilities, Taxes, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and diminution in value; provided, however, that “Losses” will not include, except in the case of Fraud or to the extent actually awarded to a Governmental Authority or other third party, punitive damages, exemplary or special damages, lost profits, consequential damages that were not reasonably foreseeable as a result of the applicable claim giving rise to such damages (other than, for the avoidance of doubt, any loss or damage calculated based on a multiplier, or other enhancing measure, of actual damages), or any loss or damage that is calculated based on a multiple, or other enhancing measurement, of actual damages.

“**Material Adverse Change**” means any event, occurrence, state of facts or development, condition or change (collectively, “**Effects**”) that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the Acquired Assets, Assumed Liabilities, results of operations and financial condition of the Business, all taken as a whole; provided, however, that the following shall not be deemed to constitute, and shall not be taken into account in determining whether there has been or would reasonably be expected to be, a “**Material Adverse Change**”: (i) Effects that generally affect the industry or industries in which the Business operates, (ii) any Effects arising from general business, political or economic conditions or the financial, credit or securities markets, including any disruptions thereof or changes in monetary policy, inflation, interest rates, exchange rates or stock or bond prices, (iii) Effects arising out of, or attributable to, acts of God, calamities, natural disasters, global or national health concern, epidemic, pandemic, acts of terrorism, the commencement or escalation of any hostilities or war (whether declared or undeclared), or any social conditions or any other *force majeure*; (iv) changes in GAAP or in accounting rules applicable to Seller, the Estate or the Debtors, (v) any changes in Law of any Governmental Authority or interpretations thereof, (vi) any action taken by Seller, the Estate or the Debtors on or after the date of this Agreement at the written request or with the written consent of Buyer, whether pursuant to this Agreement or

otherwise, the taking of any action contemplated by this Agreement, failure to take any action if such action is prohibited by this Agreement or Buyer's failure to consent to any of the actions restricted in Section 6.06, (vii)(A) the commencement or pendency of the Chapter 11 Cases, the financial condition of the Seller, the Estate and the Debtors as a result of the commencement of the Chapter 11 Cases or from any action approved by the Bankruptcy Court, (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated by this Agreement, (2) the Sale Order or the reorganization or liquidation of Seller or its Affiliates, or (3) the assumption or rejection of any Assigned Contract; or (C) any Order of the Bankruptcy Court or any actions or omissions of Seller or its Affiliates in compliance with such Orders, (viii) the negotiation, announcement, pendency or performance of the transactions contemplated by this Agreement or any other Transaction Document or the identity, nature or ownership of Buyer or Buyer's plans with respect to the Business, Acquired Assets, Assumed Liabilities and Business Employees, including the impact on the relationships, contractual or otherwise, of the Business with employees, customers, lessors, suppliers, vendors or other commercial partners or litigation arising from or relating to this Agreement or the transactions contemplated by this Agreement, (ix) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or Representatives), (x) any action taken by Buyer or its Affiliates with respect to the transactions contemplated by this Agreement or the financing of such transactions or any breach by Buyer of this Agreement, (xi) the matters set forth on the Disclosure Schedules (other than Schedules 1.01, 2.01(b), 2.01(c), 2.01(d)(i), 2.02(a)(14), 2.03(f), 4.05(a), 4.08, 4.09) and any changes or developments in, or Effects or results arising from or relating to, the foregoing matters, provided further that the Effects described in clauses (i) through (v) shall be taken into account in determining whether a Material Adverse Change exists, has occurred or would reasonably be expected to occur only to the extent such Effects have had or would reasonably be expected to have a disproportionate and adverse effect on the Business relative to other similarly situated participants in the industries and geographic areas in which the Business operates generally.

"Material Contract" has the meaning set forth in Section 4.11(a).

"Neuron Fuel" has the meaning set forth in the recitals of this Agreement.

"Non-Recourse Person" has the meaning set forth in Section 11.10.

"Order" means any award, injunction, judgment, decree, writ, order, ruling, stipulation, subpoena, determination, verdict or other decision issued, promulgated or entered by or with any Governmental Authority.

"Parent" has the meaning set forth in the recitals of this Agreement.

"Party" or **"Parties"** has the meaning set forth in the preamble of this Agreement.

"Permits" means permits, concessions, grants, franchises, licenses and other authorizations, agreements and approvals of a Governmental Authority.

"Permitted Encumbrances" means (a) mechanics', carriers', workers', repairers' and similar statutory Encumbrances incurred in the ordinary course of business with respect to

amounts not yet due or delinquent or the validity of which is being contested in good faith; (b) Encumbrances arising in the ordinary course of business under purchase price conditional sales contracts and equipment leases with third parties; (c) Encumbrances for utilities and Taxes and Tax assessments that are not yet due or payable or which are being contested in good faith by appropriate proceedings, or the nonpayment of which is permitted or required by the Bankruptcy Code; (d) non-exclusive licenses with respect to Assigned Intellectual Property Assets granted to third parties in the ordinary course of business consistent with past practices; (e) easements, rights of way, restrictive covenants, encroachments and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the real property, that do not, individually or in the aggregate, adversely affect the use or occupancy of such real property as it relates to the operation of the Business, (f) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, none of which materially and adversely affect the operation of the Business, and (g) solely prior to Closing, any Encumbrances that will be removed or released by operation of the Sale Order. In addition, Encumbrances of the Lenders shall constitute Permitted Encumbrances prior to the Closing but will be released at Closing to the extent set forth in the Sale Order and shall not constitute Permitted Encumbrances from and after the Closing.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Personal Information” means any data or information that (i) whether alone or in combination with other data or information, is used to identify or could reasonably be linked to an individual, household or device and/or (ii) constitutes “personal information”, “personal data”, “personally identifiable information” or any other similar term as defined under applicable Law.

“Petition Date” has the meaning set forth in the recitals of this Agreement.

“Previously Omitted Contract” has the meaning set forth in Section 2.02(b)(4).

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date, and, with respect to a Straddle Period, the portion of such Straddle Period ending on (and including) the Closing Date.

“Pre-Paid License Amount” means an amount equal to the value, prorated as of the close of business on the Closing Date, of pre-paid expenses of Seller set forth on Section 1.01 of the Disclosure Schedules, as pro-rated on such schedule to reflect the period of time after the Closing Date.

“Privacy Requirements” means all applicable Laws, binding industry standards and public or posted privacy policies, in each case, related to the collection, use, disclosure, protection and processing of Personal Information.

“Projections” has the meaning set forth in Section 11.12(b).

“Purchase Price” has the meaning set forth in Section 2.05(a).

“Recourse Party” has the meaning set forth in Section 11.10.

“Regulatory Event” means if any Governmental Authority contacts either or both of the Parties before Closing pursuant to any authorities enumerated at 31 C.F.R. § 800.501(b).

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Required Governmental Consents” means the clearances, approvals, waivers and consents (or equivalent) set forth on Section 1.01(a) of the Disclosure Schedules that are required in connection with the transactions contemplated hereunder under applicable laws.

“Sale Order” means an Order of the Bankruptcy Court in the form provided on Exhibit D hereto subject to such changes reasonably acceptable to Buyer.

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller Closing Certificate” has the meaning set forth in Section 7.02(d).

“Seller Employee Benefit Plan” means each “employee benefit plan” within the meaning of Section 3(3) of ERISA, and each other indemnification, severance, retention, employment, consulting, “change of control”, bonus, incentive (equity-based, equity-related or otherwise), retirement, deferred compensation, pension, employee loan, vacation, paid time off, medical, health, welfare benefit, fringe benefit and other benefit plan, agreement, program, policy, commitment or other arrangement, whether or not subject to ERISA, in each case (i) that is sponsored, maintained or contributed to, or required to be sponsored, maintained or contributed to, by Epic or any other Person or other trade or business that, together with Epic, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the “**Code**”) or Section 4001(b)(1) of ERISA (each, a “**Commonly Controlled Entity**”) for the benefit of any Business Employee, (ii) under which any Business Employee has any present or future rights to benefits or (iii) pursuant to which Epic or any Commonly Controlled Entity has or may be expected to have any obligation or Liability (contingent or otherwise) with respect to the Business or any Business Employee.

“Straddle Period” means any taxable period beginning on or before and ending after the Closing Date.

“Successful Bidder” has the meaning set forth in the Bidding Procedures Order.

“Tangible Play” has the meaning set forth in the recitals of this Agreement.

“Tax” or **“Taxes”** means a tax or taxes of any kind or nature, or however denominated, including liability for federal, state, provincial, local or foreign income, net or gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, escheat, unclaimed property, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, fee, impost, tariff, duty, levy, assessment or other charge of any kind whatsoever, including

any interest, penalties or additions to tax or additional amounts in respect of the foregoing, including any transferee or secondary liability for a tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any tax return relating thereto.

“**Tax Return**” means, with respect to any Tax, any information return for such Tax, and any return, report, statement, declaration, claim for refund or document filed or required to be filed under the Law for such Tax, including any schedule or attachment thereto, and including any amendment thereof.

“**Transaction Documents**” means this Agreement; the Guarantee; the Bill of Sale; the Intellectual Property Assignment Agreements; the Transition Services Agreement; the Confidentiality Agreement; and the other agreements, instruments and documents required to be delivered at the Closing.

“**Transfer Taxes**” means all foreign, federal, state and local sales, transfer, excise, value-added, use, registration, recording, stamp and other such Taxes and other similar Taxes that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets.

“**Transferred Employee**” has the meaning set forth in Section 6.09(b).

“**Transition Services Agreement**” means the Transition Services Agreement to be entered into by and among the Seller and Buyer in substantially the form provided on Exhibit A hereto.

“**Trustee**” has the meaning set forth in the recitals of this Agreement.

“**Trustee Appointment Date**” means September 23, 2024.

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein and pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, at the Closing, but subject to Section 2.07, Seller, on behalf of the Estate, will sell, assign, transfer, convey, and deliver to Buyer, and Buyer will purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of the Estate’s right, title and interest in, to, and under the following assets of the Estate as the same may exist as of the Closing and to the extent used or held for use in connection with the Business (collectively, the “**Acquired Assets**”):

(a) all accounts receivable and other claims for money due to the Estate (other than any receivables between or among the Debtors), in each case, arising from the rendering of services or the sale of goods under the Assigned Contracts;

(b) all Contracts set forth in Section 2.01(b) of the Disclosure Schedules (including all purchase orders relating thereto), including all rights and benefits thereunder (the “**Assigned Contracts**”);

(c) all furniture, fixtures, office equipment, supplies, computers, servers and other tangible personal property, in each case, that is used or held for use in the Business, including as set forth in Section 2.01(c) of the Disclosure Schedules;

(d) (i) the Intellectual Property Registrations set forth in Section 2.01(d)(i) of the Disclosure Schedules; and (ii) all other Intellectual Property, in each case of each of the foregoing clauses (i) and (ii), including all rights thereunder, remedies against infringement or other violations occurring prior to or after the Closing Date and rights to protection of interests therein under the Laws of all jurisdictions, excluding any claims for money damages arising from or related to the matters described on Section 4.05(c) of the Disclosure Schedules (collectively, the “**Assigned Intellectual Property Assets**”); and all physical or tangible materials embodying the same (including the software and applications developed or operated by the Business);

(e) originals, or copies to the extent originals are not available, of all Books and Records in possession of Seller (the “**Assigned Books and Records**”); provided, however, that the Seller will be entitled to retain copies of any Assigned Books and Records currently used in the operation of its businesses other than the Business, or as required by applicable Law, and to share copies of the Assigned Books and Records with any successors to the Trustee;

(f) subject to Privacy Requirements, all personnel and employment records in possession of Seller with respect to the Transferred Employees;

(g) (i) all Acquired Avoidance Actions, (ii) all Acquired IP Claims and (iii) all claims, causes of action and other legal rights and remedies against other Persons arising out of or related to the Acquired Assets or the Assumed Liabilities (and, for the avoidance of doubt, excluding the Avoidance Actions (other than the Acquired Avoidance Actions) and those claims, causes of action and other legal rights and remedies that are Excluded Assets);

(h) all Customer Data and all data processing agreements in connection with the Business; and

(i) to the extent transferable, the Permits (including any applications that are in process) and, in relation to the software and applications developed or operated by the Business, all third-party certifications, authorizations and audits.

Section 2.02. Excluded Assets.

(a) With the exception of the Acquired Assets, Buyer shall not acquire any of Seller’s, the Estate’s or Epic’s assets, properties, or rights of any kind and nature, whether real, personal or mixed, tangible or intangible (collectively, the “**Excluded Assets**”). However, notwithstanding anything herein to the contrary, the Acquired Assets shall not include and the Excluded Assets shall include:

(1) all bank accounts of Seller, the Estate or Epic;

(2) (i) all Excluded Cash, and other cash of Seller including the Purchase Price and (ii) cash equivalents and securities of Seller, the Estate or Epic;

(3) all accounts receivable and other claims for money due to Seller from any Debtors or other Affiliates of Seller or Epic;

(4) all Contracts other than the Assigned Contracts;

(5) except for the tangible personal property set forth in Section 2.01(c), all furniture, fixtures, office equipment, supplies, computers, servers and other tangible personal property;

(6) (i) all Intellectual Property, including Intellectual Property Registrations and all rights under such Intellectual Property, remedies against infringement and rights to protection of interests therein under the Laws of all jurisdictions, in each case, other than the Assigned Intellectual Property Assets and (ii) any rights in any trademark, service mark, brand name, certification mark, trade name, corporate name, domain name or other indication of source or origin to the extent it includes the terms “Tangible Play,” “Osmo,” “Neuron Fuel” or “Tynker” (collectively, the “**Excluded Trademarks**”);

(7) all Books and Records other than the Assigned Books and Records;

(8) (A) all Actions or other legal rights and remedies of any kind against any Person, including but not limited to those Persons identified on Section 2.02(a)(8) of the Disclosure Schedules, (i) based on facts or circumstances occurring or arising on or prior to the Closing Date, including the Avoidance Actions or (ii) arising out of or related to any of the Excluded Assets and Excluded Liabilities, in the case of (i) and (ii), other than the Acquired Avoidance Actions, the Acquired IP Claims and Actions or other legal rights and remedies of any kind against any (x) counterparties to any Assigned Contracts, (y) Persons for whom there are purchase-orders or service-orders or similar arrangements with Seller that are not formalized by Contract, that have unperformed obligations remaining on both Seller, on the one hand, and the counterparty, on the other hand, and that are assumed by Buyer or (z) any of the Transferred Employees and (B) all claims for money damages arising from or related to the matters described on Section 4.05(c) of the Disclosure Schedules;

(9) (i) all rights of indemnity, warranty rights, guaranties received from vendors, suppliers, or manufacturers, rights of contribution, and other rights of recovery possessed by Seller, the Estate or Epic against other Persons and to the extent based on facts or circumstances occurring or arising prior to the Closing Date or (ii) all rights to refunds and rights of reimbursement to the extent based on facts or circumstances occurring or arising prior to the Closing Date;

(10) (i) any rights of Seller, the Estate or Epic with respect to any Tax refund, credit or similar Tax asset attributable to Taxes paid or otherwise borne by Seller, the Estate or Epic with respect to taxable periods (or portions thereof) ending on or prior to the Closing Date and (ii) any Tax Returns of Seller, the Estate or Epic (other than Tax Returns relating to the Business or any Acquired Assets);

(11) (i) the organizational documents, qualifications to conduct business as a foreign company, arrangements with registered agents relating to foreign

qualifications, taxpayer and other identification numbers, minute books, equity transfer books, and any other documents relating to the governance, organization, maintenance and existence of the Seller, the Estate or Epic and (ii) all capital stock, membership interest, limited liability company interests, partnership interests or other equity interest in Epic, Tangible Play, Neuron Fuel or any other Person;

(12) all property, casualty, workers' compensation, directors and officers and other insurance policies or related insurance services Contracts held by Seller, the Estate or Epic, and any rights of Seller, the Estate or Epic under any such insurance policy or Contract;

(13) any Seller Employee Benefit Plans and corresponding assets, any rights of the Seller, the Estate or Epic in the Seller Employee Benefit Plans;

(14) the rights that accrue or will accrue to Seller under the Transaction Documents; and

(15) the assets, properties and rights set forth in Section 2.02(a)(14) of the Disclosure Schedules.

(b) Assigned Contracts and Cure Schedule.

(1) Buyer shall have the right, exercisable in Buyer's sole discretion at any time prior to one (1) Business Day prior to the Closing Date to designate any Assigned Contract set forth on Section 2.01(b) of the Disclosure Schedules as an Excluded Asset; provided, however, that (i) if Buyer exercises Buyer's right to designate any Assigned Contract as an Excluded Asset, the Purchase Price shall not be reduced as a result of such designation and Buyer shall not have any obligation to satisfy or pay any Cure Claims or other Liabilities with respect to such Contract that is an Excluded Asset; and (ii) for the avoidance of doubt, once an Assigned Contract is designated as an Excluded Asset pursuant to the foregoing, such Assigned Contract shall be no longer be deemed an Assigned Contract and shall be deemed an Excluded Asset for all purposes under this Agreement and the Trustee shall have the right to reject such Contract.

(2) In the event that a counterparty to a Contract that is proposed to be an Assigned Contract has objected to the assumption and assignment of such Contract or to the proposed Cure Claim with respect to such Contract, and the resolution of such objection has not occurred as of the time the Sale Order is entered, Buyer may remove the Contract from Appendix I to Docket No. 560 (the "Assigned Contract and Cure Schedule") if it is determined that such Contract cannot be assigned without the counterparty's consent and the counterparty is unwilling to grant such consent, as reasonably determined by Buyer, or the Cure Claim as finally determined with respect to such Contract is higher than the Cure Claim proposed by Seller.

(3) From the date of this Agreement until the Closing, Buyer, in its sole and absolute discretion, may amend Section 2.01(b) of the Disclosure Schedules to add any Contract as an Assigned Contract of the Estate that benefits or is used or held for use in connection with the Business. In such event, within five Business Days of Buyer's notification to Seller, Seller shall file a motion to assume and assign such Contract on or after the Closing.

Depending on timing, the Bankruptcy Court may enter an Order approving such assumption and assignment prior to or after the Closing.

(4) If prior to or after the Closing, it is discovered that a Contract of the Estate that benefits or is used or held for use in connection with the Business and that was not disclosed or made available to Buyer should have been listed by Seller on the Assigned Contract and Cure Schedule but was not so listed (any such Contract, a “**Previously Omitted Contract**”), Seller shall, promptly following the discovery thereof (but in no event later than five Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and provide Buyer with a copy of such Previously Omitted Contract and the Cure Claim (if any) in respect thereof. Buyer shall thereafter deliver written notice to Seller, no later than seven Business Days following such notice of such Previously Omitted Contract from Seller, if Buyer elects to so include such Previously Omitted Contract on the Assigned Contract and Cure Schedule. In the event Buyer fails to elect to include such Previously Omitted Contract on the Assigned Contract and Cure Schedule prior to the expiration of such seven-Business Day period, the Trustee shall have the right to reject such Contract. In the event Buyer elects to include such Previously Omitted Contract on the Assigned Contract and Cure Schedule prior to the expiration of such seven-Business Day period, Seller shall promptly file such motions under section 365 of the Bankruptcy Code as are necessary to obtain an Order of the Bankruptcy Court authorizing the assumption by Seller and assignment to Buyer thereof. Subject to Buyer’s other rights hereunder, Seller and Buyer shall execute, acknowledge and deliver such other customary instruments as are reasonably necessary to effectuate the assumption of and assignment to Buyer of the rights and obligations under such Previously Omitted Contract; provided that no such instruments shall expand the Liability or remedies of Buyer or Seller.

(5) With respect to any Contract (i) that is the subject of any of the provisions in Section 2.02(b)(2), Section 2.02(b)(3), or is a Previously Omitted Contract that Buyer elects to assume, (ii) that is not assigned to Buyer or rejected by Seller at the Closing and (iii) for which Buyer received any benefits after the Closing, Buyer shall reimburse Seller for any administrative expenses paid by Seller with respect to such Contract (solely to the extent the Buyer received any benefits under such Contract) that arise or come due under such Contract for the period beginning on the Closing Date and ending on the date that is the earlier of (x) 14 days after the date such Contract is identified to be rejected by Seller and (y) the date such Contract is assigned to Buyer.

Section 2.03. Assumed Liabilities. Subject to the terms and conditions set forth herein, at the Closing, Buyer shall assume and agree to pay, perform and discharge when due only the following Liabilities and obligations of Seller, the Estate and Epic (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities and obligations arising under or relating to the Assigned Contracts, but solely to the extent based on facts or circumstances first arising or occurring after the Closing;

(b) all Liabilities that Buyer has specifically agreed to assume pursuant to Section 6.09;

(c) all other Liabilities and obligations to the extent arising out of or relating to Buyer's ownership, use or operation of the Acquired Assets, in each case, on or after the Closing; and

(d) all other liabilities and obligations of Seller, the Estate and Epic set forth on Section 2.03(d) of the Disclosure Schedules.

Section 2.04. Excluded Liabilities. Buyer will not assume and will not be responsible to pay, perform or discharge any Liabilities of Seller, the Estate or Epic of any kind or nature whatsoever, including any intercompany obligations, except to the extent such Liabilities are Assumed Liabilities (the "**Excluded Liabilities**"). However, notwithstanding anything herein to the contrary, the Assumed Liabilities shall not include and the Excluded Liabilities shall include:

(a) any Liabilities (other than those expressly assumed by Buyer pursuant to Section 6.09 (related to Employee Matters)), including any Employment Costs or any other costs relating to the termination of employment or service, arising out of or in any way relating to any (A) Transferred Employee to the extent related to or arising out of the period on or prior to the Closing Date or, if later with respect to an Inactive Employee, the date such Inactive Employee becomes a Transferred Employee, (B) employee or individual service provider of Seller, the Estate, Epic or any of their respective Affiliates that is not a Transferred Employee, whether related to or arising out of the period prior to, on or following the Closing Date and (C) Seller Employee Benefit Plan, whether accrued prior to, on, or following the Closing Date;

(b) all Liabilities of Seller, the Estate or Epic to the extent arising from or relating to any litigation (i) against the Seller or any of its Affiliates, or (ii) arising from or related to the Acquired Assets or the Assumed Liabilities, pending or threatened in writing as of or prior to the Closing including the litigation set forth in Section 4.06 of the Disclosure Schedules;

(c) any Excluded Taxes;

(d) Cure Claims;

(e) all Liabilities to the extent relating to or arising out of the Excluded Assets; and

(f) all Liabilities to the extent arising out of, in respect of, or in connection with the failure by Seller, the Estate or Epic to comply with any Law prior to the Closing.

Section 2.05. Purchase Price and Deposit; Cure Claims.

(a) The aggregate purchase price for the Acquired Assets is (i) the Closing Cash Consideration, plus (ii) an amount equal to the Pre-Paid License Amount, plus the assumption of Assumed Liabilities (collectively, the "**Purchase Price**").

(b) At the Closing, Buyer shall (i) pay to the Seller an amount in cash equal (x) the Closing Cash Consideration plus (y) the Pre-Paid License Amount, minus (z) the Deposit (and any and all interest that may have accrued thereon), by wire transfer of immediately

available funds to an account designated in writing by the Seller to Buyer no later than five (5) Business Days prior to the Closing Date (collectively, the “**Closing Payment**”) and (ii) direct the Escrow Holder to disburse the Deposit (and any and all interest that may have accrued thereon) to Seller.

(c) As of the Effective Date, Buyer shall, in accordance with the Bidding Procedures Order, deliver into a segregated account (the “**Escrow**”) maintained by an escrow holder designated by Seller (the “**Escrow Holder**”) the sum of nine million five hundred and ten thousand dollars (\$9,510,000) (the “**Deposit**”) in immediately available funds (inclusive of the \$5,500,000 deposit already delivered by Buyer prior to the date hereof). At the Closing, the Deposit, and any and all interest that may have accrued thereon, shall be delivered to Seller and credited toward payment of the Purchase Price.

(d) Without limiting Buyer’s obligations under Section 2.02(b)(5), with respect to each of the Assigned Contracts assigned to Buyer on or after the Closing Date pursuant to the Sale Order, Seller shall satisfy on the Closing Date, or such later date when such Contract is assigned, all amounts that are required to be paid pursuant to § 365 of the Bankruptcy Code in order to assume and assign the Assigned Contracts to Buyer (collectively, “**Cure Claims**”).

Section 2.06. Withholding Tax. Buyer (and its Affiliates and agents) shall be entitled to deduct and withhold from any payments made pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of any such payment under any applicable Tax Law; provided, however, no later than five (5) Business Days prior to the Closing Date, Buyer shall use commercially reasonable efforts to provide Seller with written notice of any intention to withhold with respect to any payment from Buyer to Seller on the Closing Date, and calculations and information related to any such proposed withholding and shall cooperate in any commercially reasonable actions (including preparation of certificates or Tax forms), as may eliminate, mitigate or otherwise reduce any potential withholding or deduction. To the extent that amounts are so deducted or withheld, and paid to the proper Governmental Authority pursuant to any applicable Tax Law, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made. Notwithstanding the foregoing, Buyer or its applicable Affiliate or agent will not deduct and withhold any Taxes under Section 1445 of the Code from the Purchase Price or any other amounts otherwise payable pursuant to this Agreement if an IRS Form W-9, duly completed and executed by each Seller or each Seller’s regarded owner for U.S. federal income Tax purposes, has been delivered to Buyer at or prior to the Closing in accordance with Section 3.02(a)(6), unless such withholding is required pursuant to a change in applicable Law between the date of this Agreement and the date such payment is made.

Section 2.07. Third Party Consents. If the assignment by a Seller to Buyer of any Contract constituting an Acquired Asset, or any other Acquired Asset, would be a violation of applicable Law or require the consent of, or prior notification to, another Person, this Agreement will not constitute an agreement to assign such Contract or other Acquired Asset if an attempted assignment would constitute a breach thereof or be unlawful after giving effect to the Sale Order and the provisions of the Bankruptcy Code (including Section 363 and Section 365), and Seller and Buyer shall use commercially reasonable efforts to obtain any such required consent(s), including approval for a novation of any Assigned Contracts (to the extent that the Sale Order or other Order

of the Bankruptcy Court does not eliminate the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract) as promptly as possible. Except to the extent that the Sale Order or other Order of the Bankruptcy Court eliminates the requirement to obtain the prior consent of or notification to any one or more counterparties to a Contract, no Contract set forth in Section 2.01(b) of the Disclosure Schedules that requires the consent of, or prior notification to, another Person for the Seller to assign such Contract to Buyer shall be assigned to Buyer pursuant to this Agreement until such consent shall be obtained or notification shall be made, without limiting the Seller's obligations and liabilities hereunder. If any such consent shall not be obtained or notification made or novation approved, or if any attempted assignment would be ineffective or would impair Buyer's rights under the Acquired Asset in question so that Buyer would not in effect acquire the benefit of all such rights: (i) for a period of up to six (6) months following the Closing Date, Seller, as permitted by Law, shall, cooperate, with Buyer in any commercially reasonable arrangement designed to provide such benefits to Buyer, and (ii) Buyer shall reimburse Seller for any out-of-pocket costs actually paid by Seller or the Estate to the other party to such Assigned Contract. Notwithstanding anything herein to the contrary, (x) the provisions of this Section 2.07 shall not apply to any Required Governmental Consent and state transaction notification Laws and (y) Seller shall not be obligated to pay any consideration therefor to any third party from whom consent or authorization from a Governmental Authority is requested or to initiate any litigation to obtain any such consent or authorization from a Governmental Authority.

ARTICLE III CLOSING

Section 3.01. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") will take place through the electronic exchange of documents and signatures, which process will be coordinated by Jenner & Block LLP, (i) as soon as reasonably practicable and in any event no later than the third (3rd) Business Day following the satisfaction or waiver of each of the conditions set forth in ARTICLE VII (other than those conditions which can be satisfied only at the Closing, but subject to the satisfaction or waiver of such conditions at Closing); provided, however, that if (x) the conditions set forth in ARTICLE VII (other than those conditions which can be satisfied only at the Closing, but subject to the satisfaction or waiver of such conditions at Closing) have been satisfied or waived and (y) the Sale Order becomes a Final Order, the Closing will take place no later than the first (1st) Business Day following the date on which the Sale Order becomes a Final Order or (ii) at such other time, date or place as the Seller and Buyer may mutually agree upon in writing; provided, however, that such other time or date shall be on or before the End Date. The date on which the Closing is to occur is herein referred to as the "**Closing Date**," and the Closing shall be deemed to have occurred at 11:59 pm prevailing Eastern Time on the Closing Date.

Section 3.02. Closing Deliverables.

- (a) At the Closing, Seller will deliver or cause to be delivered to Buyer the following, each of which shall be duly executed by Seller:
- (1) a copy of the Sale Order entered by the Bankruptcy Court;
 - (2) the Bill of Sale;
 - (3) the Intellectual Property Assignment Agreements;

- (4) the Transition Services Agreement;
- (5) the Seller Closing Certificate;
- (6) a duly completed and executed IRS Form W-9 from Seller (or its regarded owner for U.S. federal income Tax purposes); and
- (7) possession, control of or access to (x) all physical or tangible materials included in the Acquired Assets, including all physical or tangible materials embodying the Assigned Intellectual Property Assets (including the software and applications developed or operated by or for the Business, in each case, in a format reasonably acceptable to Buyer), in each case, that are (i) material to exercising all rights in and to the Acquired Assets and the Business and (ii) not already in the possession or control of a Transferred Employee and (y) all passwords or other information required to transfer to Buyer any domain names, social media identifiers, or accounts included in the Acquired Assets, except as separately provided to Buyer pursuant to the Transition Services Agreement.

(b) At the Closing, Buyer will deliver to the Seller the following, each of which shall be duly executed by Buyer (if applicable):

- (1) the Closing Payment;
- (2) instructions to the Escrow Holder to deliver the Deposit (and any and all interest that may have accrued thereon) to Seller;
- (3) Bill of Sale;
- (4) the Intellectual Property Assignment Agreements;
- (5) the Transition Services Agreement; and
- (6) the Buyer Closing Certificate.

Section 3.03. Prorations. Any property, ad valorem or similar Taxes (other than Transfer Taxes) shall be prorated between Seller and Buyer as of the close of business on the Closing Date.

Section 3.04. Transfer Taxes. Each of the Buyer and Seller shall bear 50% of the Transfer Taxes. The Party required by law to do so shall timely file all Tax Returns for Transfer Taxes to the extent required by applicable Law and pay all Taxes reflected on such Tax Returns. Buyer and Seller each agree to take such actions and to execute such certificates and other documents as from time to time shall be reasonably requested by each other in order to minimize the amount of any Transfer Taxes.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in, and in all cases subject to, the Disclosure Schedules, Seller represents and warrants to Buyer, as of the date hereof, as follows:

Section 4.01. Organization and Qualification of Seller. The Estate has full power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it. The Estate is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Acquired Assets or the operation of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed or qualified does not currently have and would not reasonably be expected to result in a Material Adverse Change.

Section 4.02. Authority of Seller. Subject to the entry of the Sale Order in the Chapter 11 Cases, (i) Seller has full power and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out, and to cause the Estate to carry out, their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby; (ii) the execution and delivery by Seller of this Agreement and any other Transaction Document to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by any necessary action on the part of Seller; and (iii) this Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other applicable laws now or hereafter in effect of general application affecting enforcement of creditors' rights and to general principles of equity.

Section 4.03. No Conflicts; Consents. Except as set forth on Section 4.03 of the Disclosure Schedules, subject to the entry of the Sale Order in the Chapter 11 Cases, the execution, delivery and performance by Seller of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws or other organizational documents of Epic; (b) conflict with or result in a violation or breach of any provision of any Law or Privacy Requirement applicable to Seller, Epic or the Estate; (c) except as set forth in Section 4.03(c) of the Disclosure Schedules, require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any Assigned Contract or Material Contract to which Epic is a party; (d) result in the creation or imposition of any Encumbrance on the Acquired Assets other than a Permitted Encumbrance; or (e) except for any Required Governmental Consents, require the consent of, or filing with, any Governmental Authority, except for any of the foregoing in the case of clauses (b) through (e) of this Section 4.03 that would not reasonably be expected to have a Material Adverse Change or prevent or materially delay the Seller from consummating the transactions contemplated hereby.

Section 4.04. Title to and Sufficiency of Acquired Assets. The Estate has good and valid title to all of the Acquired Assets. All such Acquired Assets are free and clear of

Encumbrances except for Permitted Encumbrances. At the Closing, subject to the Sale Order, Seller will transfer, convey and assign good and valid title to, the Acquired Assets free and clear of all Encumbrances (other than Permitted Encumbrances). Except (i) as provided in Section 2.02(b) or Section 2.07, (ii) the services to be provided under the Transition Services Agreement and (iii) the Excluded Assets, the Acquired Assets constitute all of the material assets, properties and rights necessary to operate and conduct the Business as of immediately following the Closing as the Business is conducted as of immediately prior to the Closing. To the knowledge of Seller, all Acquired Assets (other than the arrangement referenced in item 2 of Schedule 2.02(a)(14) of the Disclosure Schedules) are located in (in the case of Acquired Assets that are physical or tangible assets), or are otherwise subject to the jurisdiction of (in the case of Acquired Assets that are not physical or tangible assets), the United States.

Section 4.05. Intellectual Property.

(a) Section 4.05(a) the Disclosure Schedules sets forth a list as of the date hereof of all Intellectual Property Registrations that are included in the Assigned Intellectual Property Assets. Each Intellectual Property Registration is (i) subsisting and in full force and effect with the exception of any copyrights or patents, if any, that expired at the end of their natural term and (ii) valid and enforceable.

(b) Except for Permitted Encumbrances, the Estate and Epic own or possess all legal and other rights to all Assigned Intellectual Property Assets. Each full-time Business Employee has, as part of his or her offer letter, signed an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, as such agreements are listed on Section 4.09 of the Disclosure Schedules. Subject to entry of the Sale Order at Closing, Seller will deliver all such Assigned Intellectual Property Assets to Buyer free and clear of all Encumbrances other than Permitted Encumbrances.

(c) Seller has not received any, and to the Knowledge of Seller, Epic has not received any, written notice since the Trustee Appointment Date alleging that the Assigned Intellectual Property Assets or the conduct of the Business infringes upon or otherwise violates any Intellectual Property of any third party, and to the Knowledge of Seller there are no facts to support any such allegation. Seller has not received service of process, been charged in writing as a defendant or otherwise been a party, and to the Knowledge of Seller, Epic has not received service of process, been charged in writing as a defendant or otherwise been a party, since the Trustee Appointment Date, in any Action that alleges that any of the Assigned Intellectual Property Assets or the conduct of the Business infringes or otherwise violates any Intellectual Property of any third party. In the past three (3) years, there has been no pending Action or threatened Action, with respect to the Assigned Intellectual Property Assets: (i) contesting the right of Seller, the Estate or Epic to use, exercise, sell, license, transfer or dispose of any of the Assigned Intellectual Property Assets; or (ii) challenging the ownership, validity or enforceability of any of the Assigned Intellectual Property Assets.

(d) Seller, the Estate and Epic have not, during the past three (3) years, brought any Actions alleging infringement, misappropriation or other violation by another party of any of the Assigned Intellectual Property Assets, and to the Knowledge of Seller, there is no basis for any such allegation.

(e) Seller, the Estate and Epic have implemented commercially reasonable procedures and written policies regarding the protection, privacy, and security of Personal Information, in each case, used or held for use in the Business and, to the Knowledge of Seller, since the Trustee Appointment Date, there have been no breaches or violations of any of the foregoing.

(f) None of the material software included in the Assigned Intellectual Property Assets that has been licensed or made available to others is subject to any “open source” or similar license that would require the public licensing or public distribution of material proprietary source code to others under such circumstances. No Person (other than service providers working on behalf of Seller, the Estate, or Epic, subject to reasonable confidentiality obligations) has the current or contingent right to access any material proprietary source code included in such software.

Section 4.06. Legal Proceedings. Since the Trustee Appointment Date and until the date hereof, there has been no Action pending or, to the Knowledge of Seller, threatened in writing against or by Seller, Epic or the Estate, or any Affiliate of the foregoing, that (a) challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement or (b) would reasonably be expected to have a Material Adverse Effect or affect the Acquired Assets in any material respect after the entry of the Sale Order or impose in any material respects any additional obligations upon Buyer after the Closing. To the Knowledge of Seller, as of the date of this Agreement, no event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 4.07. Legal Compliance. Since the Trustee Appointment Date, (a) Epic’s conduct of the Business and operation of the Acquired Assets has complied in all material respects with all applicable Laws and, subject to Section 4.07 of the Disclosure Schedules, Privacy Requirements, and (b) no Action against Epic has been filed or threatened against Epic with respect to the conduct of the Business alleging any material failure to comply with applicable Law or Privacy Requirements. Epic possess all material Permits required for the operation of the Business as currently conducted (the “**Business Permits**”) and has not received any written notice of any cancellation, suspension, revocation, invalidation or non-renewal of any Business Permit.

Section 4.08. Employment Matters. Section 4.08 of the Disclosure Schedules sets forth a list, as of the date of this Agreement (the “**Business Employee List**”), of each individual employed by Epic who provides services primarily with respect to the Business as of the date hereof, including those individuals who are temporarily absent from active employment or who have rights to return to employment under Epic’s policies and/or Law (such employees together with (i) any employees hired by Epic in the ordinary course of business after the date hereof who provide services primarily with the respect to the Business (to the extent otherwise permitted pursuant to this Agreement) and (ii) any other individual whom Buyer and Seller mutually agree to treat as a Business Employee, who are set forth on Section 4.08 of the Disclosure Schedules, the “**Business Employees**”), including each such Business Employee’s (i) name or identification number, (ii) date of hire, (iii) job title, (iv) status as being active or inactive (including type of leave and expected return date) and full-time or part-time, (v) work location, (vi) base annual salary or hourly wage (as applicable), (vii) annual bonus opportunity, (viii) classification as exempt or non-exempt from overtime pay requirements (as applicable), (ix) visa

type and status; (x) union affiliation; and (xi) employing entity. Epic is in compliance in all material respects with all applicable Laws with respect to employment and employment practices, classification of employees, immigration, visa, and workers' compensation.

Section 4.09. Employee Benefit Plans.

(a) Section 4.09 of the Disclosure Schedules sets forth a true and complete list of each material Seller Employee Benefit Plan (other than offer letters for part-time Business Employees that do not provide for severance). The Seller has made available to Buyer a true and complete copy of (i) each material Seller Employee Benefit Plan (or, in the case of an unwritten material Seller Employee Benefit Plan, a written description thereof), including any amendments thereto.

(b) No Seller Employee Benefit Plan is, and neither Epic nor any Commonly Controlled Entity maintains, sponsors, contributes to, has any obligation to contribute to, or otherwise has any liability (contingent or otherwise) under or with respect to, and has never maintained, sponsored, contributed to, had any obligation to contribute to, or otherwise had any liability (contingent or otherwise) under or with respect to (i) a "multiemployer plan" (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), (ii) a "defined benefit plan" (within the meaning of Section 3(35) of ERISA) or any other plan that is or was subject to Title IV of ERISA or Code Section 412, (iii) a "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code) or (iv) a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA).

(c) Each Seller Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a determination or opinion letter from the IRS that it is so qualified and, to the Knowledge of Seller, no fact or event has occurred (whether through action or failure to act) since the date of such letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Seller Employee Benefit Plan.

(d) Neither the execution and delivery of this Agreement nor the approval or consummation of the transactions herein, either alone or in combination with any other event, could (i) result in any compensation becoming due to any Business Employee or current or former employee or individual of Epic or any Commonly Controlled Entity who provides services in support of the Business, (ii) materially increase any payments or benefits payable under any Seller Employee Benefit Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any payments or benefits under any Seller Employee Benefit Plan, (iv) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code, or (v) result in a requirement to pay any tax "gross-up" payments to any current or former Business Employee.

Section 4.10. Taxes. Except as set forth on Section 4.10 of the Disclosure Schedules, (a) Epic (or an Affiliate of Epic) has timely filed all income and other material Tax Returns that it was required to file with respect to the Business and the Acquired Assets, (b) such Tax Returns are true, correct, and complete in all material respects, (c) Epic has timely paid all material Taxes (whether or not shown on such Tax Returns) with respect to the Acquired Assets and the Business in particular (as opposed to the assets and business of Epic and its Affiliates more generally).

Section 4.11. Material Contracts.

(a) Section 4.11(a) of the Disclosure Schedules sets forth, as of the Effective Date, a complete and accurate list of each effective Contract to which Seller or Epic is a party or by which any of its properties or assets are otherwise bound, in each case which (i) is material to the Acquired Assets or the Business or (ii) the amount paid to or received by Seller or Epic, as applicable, exceeds or is reasonably expected to exceed Two Hundred and Fifty Thousand dollars (\$250,000) in any consecutive twelve-month period since January 1, 2024 (collectively, the “**Material Contracts**”).

(b) With respect to each Material Contract, subject to entry of the Sale Order, (i) such Material Contract is a legal, valid and binding obligation of the Estate and to the Knowledge of Seller, each other party thereto, and is in full force and effect (except to the extent subject to, and limited by, the Enforceability Exceptions), (ii) to the Knowledge of Seller, no other party to such Material Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under such Material Contract, (iii) since the Trustee Appointment Date, Epic has not, and, to the Knowledge of Seller, no other party to such Material Contract has commenced any action against any of the parties to such Material Contract, and (iv) since the Trustee Appointment Date, Epic has not received any written notice from any counterparty to such Material Contract that such Person intends to terminate, or not renew, such Material Contract. Seller has made available to Buyer true, correct and complete copies of each of the Material Contracts, together with all amendments thereto.

Section 4.12. Affiliated Transactions. Except as set forth on Section 4.12 of the Disclosure Schedules, none of the Affiliates, officers, director or employees of Epic or the Estate is a party to any Assigned Contract (such Assigned Contracts to which any of the foregoing is a party, the “**Affiliated Assigned Contracts**”).

Section 4.13. No TID Business. Neither Epic nor the Estate (a) produces, designs, tests, manufactures, fabricates, or develops “critical technologies” as that term is defined in 31 C.F.R. § 800.215; (b) performs the functions as set forth in column 2 of Appendix A to 31 C.F.R. part 800 with respect to covered investment critical infrastructure; or (c) maintains or collects, directly or indirectly, “sensitive personal data” as that term is defined in 31 C.F.R. § 800.241; and, therefore, in turn, neither Epic nor the Estate is a “TID U.S. business” within the meaning of 31 C.F.R. § 800.248.

Section 4.14. Brokers. Except to the extent payable solely by Seller, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.

Section 4.15. Exclusivity of Representations and Warranties. Neither Seller nor the Estate, Epic any other Person is making, and none of Buyer or any of its Affiliates or its or their Representatives has relied, is relying or will rely on, any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to Seller, the Estate or Epic (including any representation or warranty relating to the condition (financial or otherwise), results of operations, assets or liabilities of Seller, the Estate or Epic), except as expressly set forth in this

ARTICLE IV as modified by and subject to the Disclosure Schedules, and Seller hereby disclaims any such other representations or warranties.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller, as of the date hereof, as follows:

Section 5.01. Organization of Buyer. Buyer is a company limited by shares duly organized, validly existing and in good standing under the Laws of the British Virgin Islands.

Section 5.02. Authority of Buyer. Buyer has full power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or effecting creditors' rights and to general principles of equity.

Section 5.03. No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, bylaws, certificate of formation, limited liability company agreement or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law applicable to Buyer; (c) require the consent, notice or other action by any Person under, or conflict with, result in a violation or breach of, constitute a default or an event that would constitute a default under any material contract to which Buyer is a party; or (d) subject to the accuracy of the representations and warranties of the Seller set forth in Section 4.13, require the consent of, or filing with, any Governmental Authority on the part of the Buyer, except for any of the foregoing in the case of clauses (b) through (d) of this Section 5.03 that would not reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement and the other Transaction Documents to which it is a party.

Section 5.04. Financing. As of the date of this Agreement, Buyer has, and as of the Closing Date Buyer will have, sufficient cash in immediately available funds (a) to pay the Closing Payment and all of its fees and expenses in order to consummate the transactions contemplated by this Agreement, and (b) to perform all of its obligations pursuant to, and to consummate the transactions contemplated by, this Agreement and each of the other Transaction Documents to which it is a party. Buyer acknowledges that its obligations set forth in this

Agreement are not contingent or conditioned upon any Person's ability to obtain financing for or in connection with the transactions contemplated by this Agreement.

Section 5.05. Certain Arrangements. There are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any of Buyer, its Affiliates or its and their Representatives, on the one hand, and any member of the management of Seller or any Affiliate of Seller, any holder of equity or debt securities of Seller or any lender or creditor of Seller or any Affiliate of Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the transactions contemplated by this Agreement or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

Section 5.06. WARN Act and Mass Layoffs. Buyer does not currently plan or contemplate any plant closings, reduction in force, terminations of employees, or similar personnel actions impacting Business Employees that would trigger notice obligations under the WARN Act or similar Laws in the 90-day period after Closing. On or within five (5) days prior to the Closing, Seller shall provide a list of the number and site of employment of all Business Employees who have experienced, or will experience, an "employment loss" (as defined by the WARN Act) within the ninety (90) days prior to the Closing.

Section 5.07. Brokers. Except to the extent payable solely by Buyer, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.08. Legal Proceedings. As of the date of this Agreement, there are no Actions pending or threatened in writing against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. As of the date of this Agreement, no event has occurred or circumstances exist that may reasonably be expected to give rise or serve as a basis for any such Action.

Section 5.09. Solvency. Immediately after giving effect to the transactions contemplated by this Agreement, Buyer shall be solvent and shall (a) be able to pay its debts as they become due; (b) own property having a fair saleable value greater than the amounts required to pay debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with the transaction contemplated hereby, Buyer has not incurred, nor does it plan to incur, debts beyond its ability to pay as they become absolute and matured.

Section 5.10. Guarantee. Buyer has delivered to Seller a true, accurate and complete copy of the fully executed Guarantee, including all amendments, exhibits, attachments, appendices and schedules thereto as of the date hereof, of Parent in favor of Seller for the purpose of guaranteeing the due and punctual payment by Parent to Seller of the Guaranteed Obligations (as defined in the Guarantee) upon the terms and subject to the conditions set forth therein. Assuming the due execution and delivery of the Guarantee by Seller, the Guarantee is in full force

and effect and is a legal, valid, binding and enforceable obligation of Parent except as enforcement may be limited by general principles of equity and applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors' rights and remedies generally.

ARTICLE VI COVENANTS

Section 6.01. Availability of Books and Records.

(a) From and after Closing, Seller (or any successors to the Trustee, including any Litigation Trustee) shall be entitled to maintain a copy of all Assigned Books and Records (other than computer software, source code, and executable code) for the sole and exclusive use (i) of complying with applicable Law, (ii) of performing the Trustee's (or any successors) duties, or (iii) for the Trustee (or any successor to the Trustee including a Litigation Trustee) to pursue any Action that is an Excluded Asset. At all times Seller (or any successors to the Trustee, including any Litigation Trustee) shall act in accordance with the Confidentiality provisions set forth in Section 6.07(b). Seller (or any successors to the Trustee, including any Litigation Trustee) shall destroy all Assigned Books and Records within sixty (60) days of entry of final non-appealable judgments or settlements in all Actions related to the Excluded Assets, including any Actions to collect such judgments.

(b) From and after the Closing until two (2) years after the Closing Date, to the extent permitted by applicable Law, Buyer shall provide to Seller, GLAS (on behalf of itself and/or the Lenders) and any Litigation Trustee reasonable access (after reasonable advance written notice to Buyer, during normal business hours, at the sole cost and expense of Seller, and solely to the extent such access does not interfere with the business of Buyer and its Affiliates) to (1) Buyer's personnel who have knowledge either of the Business prior to Closing or otherwise relevant to any Action related to the Excluded Assets or the Trustee's compliance with applicable Law and (2) all Assigned Books and Records for periods prior to the Closing, for which Seller did not retain a copy pursuant to Section 6.01(a), but solely to the extent such access is reasonably required (i) in order for Seller to comply with applicable Law in connection with the Chapter 11 Cases, (ii) in connection with the liquidation and winding up of the Estate, (iii) for Tax reporting purposes, or (iv) for information reasonably necessary to administer any Litigation Trust or pursue any Action that is an Excluded Asset; provided that (x) in all cases, such access is subject to an obligation of confidentiality in form and substance reasonably acceptable to Buyer, (y) nothing herein shall require Buyer to furnish to Seller or any of its Representatives with access to information that legal counsel for Buyer reasonably concludes is restricted by applicable Contract or Law, except in strict compliance with the applicable Contract or Law, or that is subject to its attorney-client privilege to which the Seller (or any successors to the Trustee, including any Litigation Trustee) has no right or never had access and (z) the Seller, GLAS (on behalf of itself and/or the Lenders) and any Litigation Trustee shall not access or attempt to access the Buyer's personnel directly without the Buyer's express consent, which will not be unreasonably withheld. Buyer shall use commercially reasonable efforts to preserve such Assigned Books and Records, subject to compliance with applicable Law and customary record-keeping policies. Such access to the Assigned Books and Records shall include reasonable access to any such information in electronic form to the extent reasonably available.

Section 6.02. Bulk Sales/Tax Clearance Waiver. The parties agree to waive compliance with the provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction that may be applicable with respect to the sale of the Acquired Assets as contemplated by this Agreement; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any so-called “bulk transfer law,” “bulk sales law,” or any similar Tax Law (including any tax clearance or certification of tax compliance Law) of any jurisdiction shall not constitute Assumed Liabilities and shall be treated as Excluded Liabilities.

Section 6.03. Cooperation on Tax Matters; Purchase Price Allocation.

(a) Seller shall and shall cause its controlled Affiliates and shall use commercially reasonable efforts to cause its non-controlled Affiliates and Buyer shall and shall cause its Affiliates to cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection, and copying (at such other Party’s expense) in a timely fashion such personnel, Tax data, relevant Tax Returns or portions thereof, and filings, files, books, records, documents, financial, technical and operating data, computer records, and other information as may be reasonably requested (i) for the preparation by such other Party, or of Epic, of any Tax Returns or (ii) in connection with any Tax audit or proceeding including one Party (or an Affiliate thereof) to the extent such Tax audit or proceeding relates to or arises from the transactions contemplated by this Agreement or the operation of the Business or the ownership or use of the Acquired Assets prior to the Closing. The Party requesting such cooperation will pay the reasonable out-of-pocket expenses of the other party.

(b) The Purchase Price shall be allocated among the Acquired Assets as follows:

(1) During the 90 calendar days that follow the Closing Date, Buyer and Seller will use commercially reasonable efforts to agree on the fair market value of the Acquired Assets and an allocation of the Purchase Price (plus allocable expenses and all other consideration required to be taken into account under Section 1060 of the Code) among the Acquired Assets. If Buyer and Seller reach final agreement on such allocation, Buyer and Seller agree to report the federal, state, local and other Tax consequences of the purchase and sale hereunder (including in filing IRS Form 8594) in a manner consistent with such allocation and not to take any position inconsistent therewith in connection with any Tax Return, refund claim, litigation or otherwise, unless and to the extent required to do so by applicable Law.

(2) If Buyer and Seller do not reach final agreement on the fair market value of the Acquired Assets and the allocation of the Purchase Price (plus allocable expenses and all other consideration required to be taken into account under Section 1060 of the Code) among the Acquired Assets within 120 days after Closing, Buyer and Seller will each make their own determinations of such items and shall not be bound by the determinations of such amounts by any other party.

(3) Notwithstanding any other provision of this Agreement, this Section 6.03(b) shall (x) survive the consummation of the transactions contemplated by this Agreement and (y) not be binding on any allocation of the Purchase Price in the Chapter 11 Cases.

(4) Notwithstanding any other provision of this Agreement, but solely to the extent Buyer and Seller are required by applicable Law to agree on the amount or value of a particular Acquired Asset for purposes of any Transfer Tax filings or payments, Buyer and Seller shall mutually agree on a commercially reasonable estimate of the fair market value of such asset prior to the date any such Transfer Tax filing is required to be made or any such Transfer Tax payment is required to be paid (including applicable extensions). Buyer and Seller understand and agree that any agreement reached pursuant to this Section 6.03(b)(4) is reached solely for purposes of Transfer Tax filings and payments required under applicable Law, and shall in no way be regarded by the parties hereto as conclusive with respect to the allocation described in Section 6.03(b)(1) or Section 6.03(b)(2) unless expressly required under applicable Law.

Section 6.04. Retention of Tax Records. From the Closing Date to the earliest of (i) seven years from the Closing Date, (ii) the expiration of the relevant statute of limitations, and (iii) the date on which the Chapter 11 Cases are closed or Seller or the Estate are dissolved, the Buyer shall, and the Seller shall or shall cause the Estate to, retain possession of all accounting, business, financial, and Tax records and information that (a) relate to the Acquired Assets, the Assumed Liabilities or the Business and are in existence and in possession of such Party on the Closing Date and (b) come into existence and possession of a Party hereto after the Closing Date but relate to the Acquired Assets, the Assumed Liabilities or the Business before the Closing Date, and each of the parties shall give the other Party notice and a reasonable opportunity to retain any such records in the event that the Party in possession of such records shall make a determination to destroy or otherwise abandon any such records. In addition, from the Closing Date to the earliest of (x) seven years from the Closing Date, (y) the expiration of the relevant statute of limitations, and (z) the date on which the Chapter 11 Cases are closed or Seller or the Estate are dissolved, each Party shall provide to the other Party (after reasonable notice and during normal business hours and without charge) access to the books, records, documents, and other information relating to the Acquired Assets, the Assumed Liabilities or the Business as the requesting Party may reasonably deem necessary to properly prepare for, file, prove, answer, prosecute, and defend any Tax Return, claim, filing, Tax audit, Tax protest, suit, proceeding, or answer. Such access shall include access to any computerized information systems that contain data regarding the Acquired Assets, the Assumed Liabilities or the Business. For purposes of this Section 6.04, notice by Seller will be reasonable and sufficient if a motion for authority to abandon or destroy the subject documents is filed on the docket in the Chapter 11 Cases fourteen (14) days prior to the hearing on the motion and provides at least seven (7) days to object to the motion (for the avoidance of doubt, Seller shall give Buyer notice and a reasonable opportunity to retain any such documents). The provisions contained in this Section 6.04 are intended to, and shall, supplement and not limit the generality of the provisions contained in Section 6.01.

Section 6.05. Further Assurances. Following the Closing, Seller will, and will cause its controlled Affiliates to, and Buyer will, and will cause its Affiliates to, at the sole cost and expense of the requesting Party, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 6.06. Conduct of Business Prior to the Closing. Except (i) as otherwise set forth in Section 6.06 of the Disclosure Schedules, (ii) as contemplated by this Agreement, (iii)

for actions approved by Buyer in writing (which approval will not be unreasonably withheld, conditioned or delayed), (iv) due to any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or the DIP Credit Agreement or (v) as required by applicable Law or an Order of the Bankruptcy Court, from the date hereof through the Closing or this Agreement's earlier termination in accordance with its terms:

(a) Seller shall, and shall cause the Estate to, use commercially reasonable efforts to maintain the properties and assets included in the Acquired Assets in their current condition, subject to reasonable wear and tear, and conduct the Business in all material respects in the ordinary course of business as it has been conducted since the Trustee Appointment Date;

(b) Seller shall not, and shall cause the Estate not to;

(1) (i) sell, lease, subject to any Encumbrance, other than Permitted Encumbrances, abandon, allow to lapse, transfer or otherwise dispose of any of the Acquired Assets, except for sales and non-exclusive licenses of the Estate's products and services in the ordinary course of business as it has been conducted since the Trustee Appointment Date, or (ii) purchase or otherwise acquire any assets that as of the Closing would constitute Acquired Assets, except for the acquisition of assets in the ordinary course of business as it has been conducted since the Trustee Appointment Date;

(2) (i) materially amend any Assigned Contract, or (ii) voluntarily terminate or reject or waive any material rights under any Assigned Contract;

(3) (i) in any material manner establish, adopt, enter into, terminate, modify or amend any Seller Employee Benefit Plan or any plan, agreement, program, policy or other arrangement that would be a Seller Employee Benefit Plan if it were in existence as of the date of this Agreement, (ii) increase in any manner the compensation, bonus or fringe or other benefits of any Business Employee, (iii) grant or pay any change in control, retention, severance or termination pay or increase in any manner the change in control, retention, severance or termination pay of any Business Employee, (iv) take any action to accelerate the vesting of, or lapsing of restrictions with respect to, or fund or in any way secure the payment of, compensation or benefits under any Seller Employee Benefit Plan, including any equity or equity-based awards, in each case, to the extent such actions relate to or otherwise affect compensation or benefits payable in respect of any Business Employee, (v) hire, engage or terminate (other than for cause) any Business Employee or other individual service provider providing services primarily to the Business, except in the case of clauses (i) through (v), (A) to the extent required by applicable Law or (B) as required under the terms of any Seller Employee Benefit Plan as in effect on the date hereof;

(4) (A) renew, negotiate, modify, extend, terminate or enter into any collective bargaining agreement or other Contract with any labor union, works council or labor organization or (B) recognize or certify any labor union, works council, labor organization, or group of employees as the bargaining representative for any Business Employees;

(5) (A) make, change or revoke any material Tax election or method of accounting, (B) settle or compromise any material Tax audit, assessment or other Action, (C) amend any material Tax Return or file any material Tax Return in a manner inconsistent with past practices, (D) enter into any binding agreement with a Governmental Authority with respect to any material Tax, or (E) consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment, in each case, with respect to the Acquired Assets or the Business;

(6) Implement or announce any plant closings, reduction in force, terminations of employees, or similar personnel actions impacting Business Employees, in each case, that would trigger notice obligations under the WARN Act; or

(7) authorize, commit, or agree to take any of, the foregoing actions.

Section 6.07. Access to Information.

(a) From the Effective Date until the Closing, Seller will and shall cause the Estate to afford Buyer and its Representatives upon reasonable advance notice and during normal business hours reasonable access to and the right to inspect all of the properties, assets, premises, Books and Records, Contracts and other documents and data to the extent related to the Business, the Acquired Assets or the Assumed Liabilities. Any investigation pursuant to this Section 6.07 will be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Estate or Epic.

(b) Except for disclosures expressly permitted by the terms of the Confidentiality Agreement dated February 11, 2025, between the Trustee and Parent (the “Confidentiality Agreement”), Buyer shall hold, and shall cause its Representatives to hold, all information received from Seller, the Estate or Epic, directly or indirectly, in confidence in accordance with the Confidentiality Agreement.

(c) So long as the Chapter 11 Cases are pending, following the Closing, Buyer shall provide Seller, the Estate, Epic and their respective counsel and other professionals employed in the Chapter 11 Cases with reasonable access to all documents relating to the Business, the Acquired Assets or the Assumed Liabilities for the purpose of the continuing administration of the Chapter 11 Cases (including the pursuit of any avoidance, preference or similar actions), which access shall include (i) the right of Seller’s Representatives to copy, at Seller’s expense, such documents and records as Seller or Seller’s Representatives may request in furtherance of the purposes described above (and including the right of Seller to share such documents and records with any successors to the Trustee or with such Persons as the Seller determines appropriate), and (ii) Buyer’s copying and delivering to Seller or Seller’s Representatives such documents or records as Seller or Seller’s Representatives may request.

(d) Buyer will not, and will not permit any of its Affiliates or its or their Representatives to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder or other material business relation of Seller, Epic or the Estate prior to the Closing with respect to Seller, Epic, the Estate, the Business,

or the transactions contemplated by this Agreement, without the prior written consent of Seller for each such contact (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.08. Notice of Certain Events. From the Effective Date until the Closing, each Party will promptly notify the other in writing of:

(a) any fact, circumstance, event or Action the existence, occurrence or taking of which has resulted in, or could reasonably be expected to result in, the failure of any of the conditions in ARTICLE VII to be satisfied;

(b) any notice or other communication from any Governmental Authority (other than the Bankruptcy Court) in connection with the Business, the Acquired Assets, the Assumed Liabilities, or the transactions contemplated by this Agreement; and

(c) any Actions commenced against, relating to or involving or otherwise affecting the Business, the Acquired Assets or the Assumed Liabilities or that relate to the consummation of the transactions contemplated by this Agreement.

Section 6.09. Employee Matters

(a) Within ten (10) days prior to the Closing, Seller shall update the Business Employee List to reflect (A) removal of a Business Employee due to termination of employment (solely to the extent permitted by, and otherwise in accordance with, the terms of this Agreement), (B) the addition of any Business Employee as mutually agreed upon by Buyer and Seller, and (C) any information that was restricted by applicable Law to the extent permitted by applicable Law.

(b) Buyer shall, or shall cause its Affiliates to, make offers of employment, effective as of the Closing Date, to each Business Employee with, during the period commencing on the Closing Date (or, if later, date of employment transfer) and ending on the one-year anniversary of the Closing Date, (i) base salary or wages, and target annual cash bonus opportunities that are no less than the base salary or wages and target annual cash bonus opportunity provided to such Business Employee by Epic immediately prior to the Closing Date and (ii) employee benefits (excluding any severance, defined benefit pension plans, long-term incentive benefits, equity or equity-based compensation arrangements, deferred compensation, change-in-control, retention or transaction-related benefits and any retiree medical arrangements) that are substantially comparable in the aggregate to either (x) the employee benefits provided to such Business Employee by Epic and its Affiliates immediately prior to the Closing Date or (y) the employee benefits provided to similarly situated employees of the Buyer and its Affiliates, in Buyer's sole discretion. Buyer's offer of employment will be made prior to the Closing Date. The Business Employees who commence employment with Buyer or any of its Affiliates are collectively referred to herein as the "**Transferred Employees.**" Notwithstanding the foregoing, nothing in this Agreement will (i) after the Closing Date, impose on Buyer any obligation to retain any Transferred Employee in his or her employment, guarantee employment for any period of time or preclude the ability of Buyer or its Affiliates to terminate the employment of any Transferred Employee at any time and for any reason, (ii) create any third party beneficiary rights in any Business Employees (including any beneficiary or dependent thereof), or (iii) amend any Seller

Employee Benefit Plans or other employee benefit plans or arrangements. Seller shall waive and release any confidentiality, non-competition, non-disclosure and similar agreements between Seller and its Affiliates and each Transferred Employee to the extent that would restrict or encumber such Transferred Employee's ability to perform his or her duties as an employee of Buyer or its Affiliates.

(c) Notwithstanding anything to the contrary in Section 6.09(b), in the case of any Business Employee to whom an offer is made and who is on inactive status or otherwise absent from employment on the Closing Date (each, an "**Inactive Employee**"), such Inactive Employee shall have up to six (6) months after the Closing Date to report to Buyer for active work, provided that such Inactive Employee provides acceptable medical, military or other type of release for regular work or work with reasonable accommodation, unless a longer period of leave is required under applicable Law as determined by Buyer. Such individual who has fulfilled the requirements of this Section 6.09(c) shall be deemed to commence employment with Buyer or an Affiliate thereof as of the date he or she commences active work with Buyer and shall become a Transferred Employee as of such date.

(d) With respect to any welfare benefit plans maintained for the benefit of Transferred Employees or their eligible dependents following the Closing Date, Buyer shall use commercially reasonable efforts to (i) cause there to be waived any pre-existing condition limitations, exclusions and actively-at-work requirements with respect to participation and coverage, to the extent waived or satisfied under the Seller Employee Benefit Plans as of the Closing Date, and (ii) give effect, in determining any deductible and out-of-pocket amounts, to claims incurred and amounts paid by, and amounts reimbursed to, such Transferred Employees or their eligible dependents as of the Closing Date for purposes of satisfying any applicable deductible or out-of-pocket requirements or limitations under any similar welfare benefit plans sponsored or maintained by Buyer or its Affiliates in which such Transferred Employees or their eligible dependents participate following the Closing Date.

(e) If Buyer maintains or establishes a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "**Buyer 401(k) Plan**"), Buyer shall cause the Buyer 401(k) Plan to accept "direct rollovers" (within the meaning of Section 401(a)(31) of the Code) of distributions from a defined contribution plan of Epic that includes a cash or deferred arrangement within the meaning of Section 401(k) of the Code (each, an "**Epic 401(k) Plan**") to Transferred Employees (including direct rollovers of outstanding loans and any promissory notes or other documents evidencing such loans), if such rollovers are elected in accordance with the terms of the applicable Epic 401(k) Plan and applicable Law by such Transferred Employees.

(f) The Seller, the Estate, Epic and any of their respective Affiliates shall be solely responsible, and Buyer shall have no obligations whatsoever, for any compensation or other amounts payable by the Seller, the Estate, Epic and any of their respective Affiliates to any current or former employees of the Seller, the Estate, Epic and any of their respective Affiliates, including the Transferred Employees, including any Employment Costs for any period relating to the service with the Seller, the Estate, Epic and any of their respective Affiliates at any time on or prior to the Closing Date, and the Seller, the Estate, Epic and any of their respective

Affiliates shall pay all such amounts to all entitled Persons within the time required by applicable Law.

(g) During the period prior to the Closing Date, Seller shall use reasonable efforts to make individual natural person independent contractors engaged by Epic or any of its Affiliates (with respect to the Business) available to Buyer to allow Buyer to determine the nature and extent of each such person's continuation with Buyer, if any. Seller shall provide to Buyer contact information for third-party service providers providing contingent personnel to the Business and reasonably cooperate in identifying and transferring such contingent work force to the extent requested by Buyer.

(h) The provisions of this Section 6.09 are for the sole benefit of the parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to (i) constitute an amendment to any of the compensation and benefits plans maintained for or provided to Transferred Employees prior to or following the Closing Date or (ii) confer upon or give to any Person, other than the parties to this Agreement and their respective permitted successors and assigns, any legal or equitable or other rights or remedies with respect to the matters provided for in this Section 6.09 under or by reason of any provision of this Agreement. Nothing in this Section 6.09 shall be construed to limit any rights that Buyer or any of its Affiliates may have under any plan or arrangement to amend, modify, terminate or adjust any particular plan or arrangement.

Section 6.10. Corporate Name. Following the Closing, other than as required by any applicable Law or the Bankruptcy Court, Seller shall cause Epic and the Estate to, as soon as reasonably practicable, and in any event within 30 Business Days after the Closing Date, change Epic's corporate name in the caption of the Chapter 11 Cases to a name not including, or not confusingly similar to, "Epic! Creations, Inc."

Section 6.11. Public Announcements. Notwithstanding anything herein to the contrary, Seller shall not, and shall cause its controlled Affiliates not to, and Buyer shall not, and shall cause its Affiliates not to, make any press release or public announcement concerning this Agreement or the transactions contemplated herein without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided, however, that a Party may make any such release or public announcement that is required by any applicable Law or stock exchange or listing rules or the order of the Bankruptcy Court; provided further that if any such release or public announcement is so required or made, the disclosing Party shall give the non-disclosing Party, to the fullest extent permitted by applicable Law, prior notice of, and an opportunity to comment on, the proposed disclosure. The parties acknowledge that Seller shall file this Agreement and related pleadings and documents with the Bankruptcy Court in connection with obtaining the Sale Order in accordance with the terms of this Agreement.

Section 6.12. Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement, including any provisions with an express different standard regarding actions to be taken in this Agreement, Seller and Buyer shall, and shall cause their Representatives to, use its reasonable best efforts to perform its obligations in this Agreement and to take, or cause to be taken, and to do, or cause to

be done, all things necessary, proper or advisable to cause the transactions contemplated by this Agreement to be effected as soon as practicable but in any event on or prior to the End Date, in accordance with the terms of this Agreement and to cooperate with the other Party and its Representatives in connection with any step required to be taken as a part of its obligations in this Agreement. The “reasonable best efforts” of Seller will not require Seller or any of its Affiliates or Representatives to expend any money to remedy any breach of any representation or warranty (unless Buyer is willing to pay for such expenditure in immediately available funds), to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy, or condition in this Agreement.

(b) The obligations of Seller pursuant to this Agreement, including this Section 6.12, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code, Seller’s debtor-in-possession financing or use of cash collateral, as the case may be, and Seller’s obligations as debtors in possession to comply with any Order of the Bankruptcy Court, and Seller’s duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

Section 6.13. Privacy Policy.

(a) Buyer shall adopt and implement, effective as of the Closing Date, the Epic Privacy Policy, or a privacy policy at least as protective of Personal Information as the Epic Privacy Policy, in existence as of immediately prior to the Closing Date. “**Epic Privacy Policy**” means Epic’s written policy governing the collection, use, storage, and protection of Personal Information, as well as any other privacy-related practices or disclosures that Epic has in place as of the Closing Date. For the avoidance of doubt, nothing herein prohibits Buyer from modifying the Epic Privacy Policy from time to time in any manner consistent with the Privacy Requirements.

(b) After the Closing Date, Buyer shall comply with all applicable Privacy Requirements with respect to all Personal Information contained in the Acquired Assets that are actually transferred to Buyer. Buyer shall comply with all data subject requests under applicable Privacy Requirements, including with respect to current and former subscribers and customers of the Business. If Seller receives any data subject requests after the Closing Date, Seller shall provide notice of such requests to Buyer for Buyer to process.

Section 6.14. Defense of Title. From and after Closing until one (1) year after the Closing Date, Seller will (i) continue to defend the India Lawsuit (as defined in Section 4.05(c) of the Disclosure Schedules); and (ii) will not oppose, and will otherwise reasonably cooperate and support, any contested matter or proceeding that Buyer brings in the Bankruptcy Court to enforce the Sale Order against any Person claiming an interest in the Acquired Assets after the Closing at Buyer’s sole expense.

Section 6.15. Excluded Trademarks. During the period prior to the Closing Date, Seller and Estate shall, at their sole cost and expense, use commercially reasonable efforts to remove or cause to be removed all Excluded Trademarks from all online domains and platforms included in the Acquired Assets which are publicly displaying or otherwise incorporating the Excluded Trademarks.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01. Conditions to Obligations of All Parties. The respective obligations of each Party to consummate the Closing are subject to the fulfillment or waiver by the parties, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority having enacted, issued, promulgated, enforced or entered any Order that is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions that are not otherwise satisfied or resolved.

(b) The Bankruptcy Court shall have entered the Sale Order and either (i) the Sale Order is a Final Order unless waived by Buyer, (ii) no Person shall have objected to or reserved any rights with respect to the Sale Order prior to the Bankruptcy Court's entry thereof and the Sale Order has not been stayed, vacated, reversed or modified, (iii) the Bankruptcy Court shall have entered the Sale Order pursuant to a certificate of no objection or on certification of counsel and the Sale Order has not been stayed, vacated, reversed or modified, or (iv) all objections or reservations of right with respect to the Sale Order have been resolved, whether before or after the entry of the Sale Order, subject to the approval of the Buyer, which approval shall not be unreasonably withheld and the Sale Order has not been stayed, vacated, reversed or modified.

(c) All Required Governmental Consents shall have been obtained or, with the lapse of the applicable waiting periods (and any extension thereof), been deemed as obtained.

Section 7.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) (i) The representations and warranties of Seller contained in this Agreement (other than the Fundamental Representations) shall be true and correct as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change and (ii) representations and warranties of Seller contained in Section 4.01, Section 4.02, Section 4.13 and Section 4.14 (collectively, the "**Fundamental Representations**") shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the Closing Date as though made on the Closing Date (it being understood that, for purposes of determining the accuracy of representations and warranties, for the purpose of this Section 7.02(a), all "Material Adverse Change" qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have delivered to Buyer duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(d) Seller shall have delivered to Buyer a certificate, dated the Closing Date and signed by the Seller that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the “**Seller Closing Certificate**”).

(e) From and after the date of this Agreement, there shall not have occurred and be continuing any Material Adverse Effect.

Section 7.03. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment or Seller’s waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct, individually or in the aggregate, would not reasonably be expected to have a materially adverse effect on the Buyer’s ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement (it being understood that, for purposes of determining the accuracy of representations and warranties, for the purpose of this Section 7.03(a), all “material adverse effect” qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Buyer shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Buyer shall have delivered to Seller a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the “**Buyer Closing Certificate**”).

ARTICLE VIII NON-SURVIVAL

Section 8.01. Non-Survival. With respect to each Party, except in the case of Fraud committed by such Party, the representations and warranties made by such Party contained herein and in any certificate delivered pursuant hereto shall terminate and be of no further force or

effect at Closing (and no Party shall have Liability thereunder at or after the Closing). All covenants and agreements contained herein that by their terms contemplate actions or impose obligations following the Closing, only to the extent such terms so contemplate actions or impose obligations following the Closing, shall survive the Closing and remain in full force and effect in accordance with such terms. All covenants and agreements contained herein that by their terms contemplate performance at or prior to the Closing, to the extent such terms so contemplate performance at or prior to the Closing, shall terminate and be of no further force or effect at Closing (and no Party shall have Liability thereunder at or after the Closing).

ARTICLE IX TERMINATION

Section 9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Seller in all material respects by the earlier of (i) thirty (30) days after receipt of written notice from Buyer requesting such breach be cured or (ii) two Business Days prior to the End Date;
- (c) by Seller by written notice to Buyer if Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure is either incapable of being cured or has not been cured by Buyer in all material respects by the earlier of (i) thirty (30) days after receipt of written notice from Buyer requesting such breach be cured or (ii) two Business Days prior to the End Date;
- (d) by Seller or Buyer, upon written notice to the other at any time following the End Date if the Closing shall not have occurred on or before the End Date; provided, however, that the right to terminate this Agreement under this Section 9.01(d) shall not be available to any Party (i) who is in material breach of this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII or (ii) whose failure to fulfill any obligation (including failure to satisfy or be ready, willing and able to satisfy any condition set forth in Section 7.02, if such notice is given by Seller, or Section 7.03, if such notice is given by Buyer) under this Agreement has been the cause of, or resulted in, the failure of the Closing to be consummated by the End Date; provided, further that the Trustee shall not extend the End Date for more than ten (10) days without the prior written consent of GLAS, at the direction of the Required Lenders (as defined in the DIP Credit Agreement), which consent shall not be unreasonably withheld, conditioned or delayed; provided, further, that, solely for purposes of this Section 9.01(d), and notwithstanding Section 11.09 hereof or anything else to the contrary herein, GLAS shall be deemed a third party beneficiary of this Section 9.01(d) and, notwithstanding anything to the

contrary herein, this Section 9.01(d) shall not be amended without the prior written consent of GLAS, at the direction of the Required Lenders (as defined in the DIP Credit Agreement).

(e) by Seller or Buyer, upon written notice to the other upon the issuance of any Order that has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions; provided that the right to terminate this Agreement under this Section 9.01(e) shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the issuance of such Order;

(f) by Seller or Buyer, upon written notice to the other if (i) the Bankruptcy Court approves any agreement that contemplates a transaction or series of related transactions, other than the transactions to be consummated under this Agreement, pursuant to which a material portion of the Acquired Assets will be acquired by, or transferred to, a third party, whether pursuant to an asset sale, merger, stock purchase, or otherwise (any such transaction, an “**Alternative Transaction**”), or (ii) Seller consummates an Alternative Transaction;

(g) by Seller or Buyer, if at the end of the Auction for the Acquired Assets (if any), Buyer is not determined by Seller to be the “Successful Bidder” (as defined in the Bidding Procedures Order);

(h) by Buyer, if the Sale Order is not entered by the Bankruptcy Court the earlier of (i) 10 days after completion of the Auction, to the extent there is one, and (ii) the date that is 45 days after the date of this Agreement;

(i) by Buyer if Seller (i) moves to dismiss the Chapter 11 Case of Epic, (ii) moves for conversion of the Chapter 11 Case of Epic to Chapter 7 of the Bankruptcy Code, or (iii) moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Chapter 11 Case of Epic, other than the Trustee;

(j) by Buyer, (i) if the Bankruptcy Court enters an Order dismissing Epic’s Chapter 11 Case or converting Epic’s Chapter 11 Case to Chapter 7 of the Bankruptcy Code, (ii) if a trustee, other than the Trustee, or examiner with expanded powers to operate or manage the financial affairs or reorganization of Epic is appointed in the Chapter 11 Cases or (iii) an Order of dismissal, conversion or appointment is entered with respect to Epic’s Chapter 11 Case for any reason and not reversed or vacated within fourteen (14) days after entry thereof;

(k) by Buyer if the Bankruptcy Court enters any order granting relief from the automatic stay to any creditor or any other Person holding or asserting an Encumbrance or reclamation claim on any portion of the Acquired Assets and such creditor or Person forecloses upon or reclaims a portion of the Acquired Assets, in each case, other than a *de minimis* amount of Acquired Assets;

(l) by Seller, at any time prior to conclusion of the Auction and the announcement of a Successful Bidder (as defined in the Bidding Procedures Order), upon written notice to Buyer if Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement would be inconsistent with her fiduciary duties; or

(m) by Seller or Buyer, upon written notice to the other if the Bankruptcy Court enters an Order that otherwise precludes the consummation of the transactions contemplated by this Agreement;

(n) by Seller or Buyer, by written notice to the other Party if a Regulatory Event has occurred in connection with or with respect to the transactions contemplated by this Agreement; or

(o) by Seller or Buyer, if (A) all of the conditions set forth in ARTICLE VII have been satisfied or waived (other than (i) those conditions which by their terms or nature are to be satisfied at the Closing (assuming the satisfaction of those conditions at such time if Closing were to occur at such time) and (ii) those conditions the failure of which to be satisfied is caused by or results from a breach by the other Party of this Agreement), (B) Seller or Buyer, as applicable, has given written notice to the other Party that it is ready, willing and able to consummate the Closing and (C) the other Party has failed to consummate the transactions contemplated by this Agreement on or prior to the date on which the Closing should have occurred pursuant to Section 3.01.

Section 9.02. Effect of Termination

(a) In the event of the termination of this Agreement as provided in Section 9.01 hereof, this Agreement shall become void and have no force or effect and thereafter there shall be no Liability or obligation on the part of any Party hereto, except that (i) subject to Section 9.02(b), no termination of this Agreement pursuant to Section 9.01 hereof shall relieve any Party of any Liability for a willful and material breach of any provision of this Agreement occurring on or before the effective time of such termination or for any Losses incurred by the other Party as a result of such breach, and (ii) the Confidentiality Agreement and the provisions of Section 6.07(b), this Section 9.02, ARTICLE XI and any related definitions set forth in elsewhere in this Agreement shall survive any such termination of this Agreement.

(b) Buyer understands and acknowledges that if this Agreement is terminated by Seller pursuant to Section 9.01(c) or Section 9.01(o), Seller will suffer material damages. The parties agree that such damages are difficult to quantify and thus Seller's retention of the Deposit, and any and all interest that may have accrued thereon, is a reasonable approximation of such damages. Accordingly, if this Agreement is terminated by the Seller pursuant to Section 9.01(c) or Section 9.01(o), (i) Seller shall be entitled to retain the Deposit, and any and all interest that may have accrued thereon, as liquidated damages and not as a penalty. Notwithstanding anything to the contrary in this Agreement, the Parties hereby acknowledge that in the event that the Deposit is retained by Seller in accordance with the terms and conditions of this Agreement, the retention of the Deposit shall Seller's sole and exclusive remedy for monetary damages under this Agreement, provided that nothing contained in this Section 9.02(b) shall preclude, limit or otherwise modify any of Seller's rights and remedies under Section 11.15, provided further that in no event shall Seller be entitled to both (x) a judgment or award of the remedies under Section 11.15 and (y) retention of the Deposit, except for retention by Seller of the Deposit in connection with the Closing pursuant to Section 3.02(b)(2). If this Agreement is terminated in accordance with Section 9.01 other than by the Seller pursuant to Section 9.01(c) or Section 9.01(o), the Escrow Holder shall, and the parties shall cause the Escrow Holder to, return

the Deposit, and any and all interest that may have accrued thereon, to Buyer within three (3) Business Days.

The parties hereto acknowledge and agree that the agreements contained in this Section 9.02 are an integral part of this Agreement and the transactions contemplated hereby and are a material and necessary inducement to the parties hereto to enter into this Agreement and to consummate the transactions contemplated hereby.

ARTICLE X BANKRUPTCY COURT MATTERS

Section 10.01. Sale Order. Subject to Buyer being designated as the Successful Bidder, Seller shall promptly use commercially reasonable efforts to obtain the entry of the Sale Order by the Bankruptcy Court.

Section 10.02. Bankruptcy Process. Unless Buyer is in material breach of this Agreement or this Agreement has been terminated, Seller covenants and agrees that if the Sale Order is entered, the terms of any plan submitted by Seller to the Bankruptcy Court for confirmation or otherwise supported by Seller shall not conflict with, supersede, abrogate, nullify, or restrict the terms of this Agreement or the rights of Buyer hereunder, or prevent or materially interfere with the consummation or performance of the transactions contemplated by this Agreement, including any transaction that is contemplated by or approved pursuant to the Sale Order. If the Sale Order or any other Order of the Bankruptcy Court relating to this Agreement shall be appealed or any petition for certiorari or motion for rehearing or re-argument shall be filed with respect thereto, Seller agrees to take all action as may be commercially reasonable and appropriate to defend against such appeal, petition or motion, and Buyer agrees to cooperate in such efforts, and each Party agrees to use its reasonable efforts to obtain an expedited resolution of such appeal.

Section 10.03. Approval. Seller's obligations under this Agreement and in connection with the transactions contemplated by this Agreement are subject to entry of and, to the extent entered, the terms of the Sale Order. Nothing in this Agreement shall require Seller or its Affiliates or Representatives to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

Section 10.04. Other.

(a) This Agreement and the sale of the Acquired Assets are subject to higher and better bids prior to conclusion of the Auction and Bankruptcy Court approval in accordance with the terms of the Bidding Procedures Order. Buyer acknowledges that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Acquired Assets, including giving notice to the creditors of Seller and other interested parties, providing information about Seller to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Acquired Assets, conducting an Auction.

(b) Buyer shall provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code for the Assigned Contracts. Buyer will take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives available to testify before the Bankruptcy Court. Buyer shall not take any direct or indirect action that would have the effect of causing the Bankruptcy Court to refuse to approve the transactions contemplated by this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such costs and expenses, whether or not the Closing occurs.

Section 11.02. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as may be specified in a notice given in accordance with this Section 11.02):

If to Seller:

Claudia Z. Springer, as Trustee
c/o Novo Advisors
401 N. Franklin St., Suite 4 East
Chicago, Illinois 60654
Attention: Claudia Z. Springer
Email: cSpringer@novo-advisors.com

with copies (which shall not constitute notice) to:
Jenner & Block LLP
353 N. Clark Street
Chicago, IL 60654
Attention: Peter Rosenbaum, Catherine Steege and Melissa Root
Email: prosenbaum@jenner.com, csteeg@jenner.com and
mroot@jenner.com

and
Pashman Stein Walder Hayden P.C.
824 North Market Street
Suite 800
Wilmington, DE 19801
Attention: Joseph C. Barsalona II
Email: jbarsalona@pashmanstein.com

If to Buyer:

c/o TAL Education Group
1081 S De Anza Blvd
San Jose, CA 95129
Attention: DING Lijie
Email: dinglijie1@tal.com

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP

425 Lexington Avenue
New York, New York 10017
Attention: Nicholas Baker; Yang Wang
Email: NBaker@stblaw.com; yang.wang@stblaw.com

Section 11.03. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” will be deemed to be followed by the words “without limitation”, whether or not such words are actually included; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; provided that, for the purposes of the representations and warranties set forth in this Agreement, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code or Tax Code section or Law, the reference to such Bankruptcy Code or Tax Code section or Law means such Bankruptcy Code or Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The words “to the extent” shall mean “the degree by which” and not simply “if.” When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating

such period will be excluded. If the last day of such period is a day other than a Business Day, such period will end on the next succeeding Business Day.

Section 11.04. Disclosure Schedules. Each representation, warranty and covenant set forth herein shall have independent significance. Any item or matter disclosed on a particular section of the Disclosure Schedules shall be deemed to have been disclosed for purposes of any other section of this Agreement, to the extent reasonably apparent that such information applies to such other section of this Agreement.

Section 11.05. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

Section 11.06. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.07. Entire Agreement. This Agreement, the other Transaction Documents and the Confidentiality Agreement constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.08. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of Buyer and, subject to the terms of the Bidding Procedures Order and the entry and terms of the Sale Order, Seller and their respective successors and permitted assigns. Neither Party may assign this Agreement or its rights hereunder or delegate its obligations hereunder without the prior written consent of the other Party, provided that the Buyer shall be entitled to assign any or all of its rights and obligations hereunder to any Affiliate of Buyer, provided further, that any such assignment or delegation shall not relieve, limit or modify any of the obligations or Liabilities of Buyer hereunder (unless discharged by such assignee) or Parent under the Guarantee. If at any time the Trustee resigns or is replaced or any successor to the Trustee (including the litigation trustee) is appointed, then any references to the Trustee or the Seller in this Agreement and in any of the other Transaction Documents shall be deemed to be references to such successor to the Trustee, effective from and after the earlier of the date the Trustee resigns, is replaced or such successor is appointed.

Section 11.09. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person or entity any legal

or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than, for purposes of Section 11.10, the Non-Recourse Persons.

Section 11.10. Non-Recourse. Except for Actions against Parent in accordance with the terms and conditions of the Guarantee, this Agreement may be enforced against, and any legal suit, Action or proceeding arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby ("**Agreement Dispute**") may be brought against only Buyer and the Estate and any of their respective successors or assigns (each of the foregoing, a "**Recourse Party**") and not any other Persons. Except for Actions against Parent in accordance with the terms and conditions of the Guarantee, no person who is not a Recourse Party, including (i) any director, officer, employee, incorporator, member, partner, manager, unitholder, stockholder, Affiliate, agent, attorney or other Representative of, and any financial advisor or lender to, any Party, or (ii) any director, officer, employee, incorporator, member, partner, manager, unitholder, stockholder, Affiliate, agent or attorney or other Representative of, and any financial advisor or lender to, any of the foregoing, or (iii) the Trustee (each, a "**Non-Recourse Person**") will have any Liability (whether in contract, tort, equity, or otherwise) for any of the representations, warranties, covenants, agreements, or other obligations or Liabilities of any of the parties to this Agreement, any other Transaction Document, or any other Liabilities for any Agreement Dispute and in no event shall any Non-Recourse Person have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any Recourse Party; provided, however, that nothing in this Section 11.10 shall limit or restrict Buyer's right to enforce the terms of the Sale Order. The Non-Recourse Persons are intended third party beneficiaries of this Section 11.10 and shall be entitled to enforce this Section 11.10 as if a party directly hereto.

Section 11.11. Amendment and Modification; Waiver. This Agreement shall only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.12. Buyer Acknowledgement; Disclaimer of Representations and Warranties.

(a) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV, NEITHER SELLER, NOR THE ESTATE, EPIC OR ANY OTHER PERSON HAS MADE OR IS MAKING ANY, AND BUYER IS NOT RELYING ON, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER (INCLUDING BY OMISSION), EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THE ACQUIRED ASSETS OR THE ASSUMED LIABILITIES OR OTHERWISE, OR WITH

RESPECT TO ANY INFORMATION PROVIDED TO THE BUYER AND/OR ITS REPRESENTATIVES, INCLUDING WITH RESPECT TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, ENVIRONMENTAL CONDITION, TITLE OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES (INCLUDING BY OMISSION) ARE EXPRESSLY DISCLAIMED. EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN ARTICLE IV, THE BUYER IS PURCHASING THE ACQUIRED ASSETS ON AN “AS-IS, WHERE-IS”, “WITH ALL FAULTS” BASIS. FURTHERMORE, BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT THE ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED CONTRACTS FORMING PART OF THE ACQUIRED ASSETS WILL BE CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT NOTWITHSTANDING ANY AND ALL OUTSTANDING DEFAULTS AND OTHER CLAIMS FOR FAILURES TO COMPLY WITH THE PROVISIONS OF SUCH CONTRACTS, CERTAIN OF WHICH DEFAULTS OR CLAIMS MAY NOT BE SUBJECT TO CURE OR WAIVER.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Buyer, Buyer and its Affiliates, and the advisors and Representatives of each of the foregoing, have received or may receive, from or on behalf of Seller, the Estate or its Affiliates or Representatives, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the virtual data room set up for this transaction) (collectively, “**Projections**”). Buyer acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that (i) such Projections are being provided solely for the convenience of Buyer to facilitate its own independent investigation of Epic and the Estate, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Buyer is familiar with such uncertainties, and (iv) Buyer is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections). Buyer acknowledges and agrees, on its own behalf and on behalf of its Affiliates, that it will not assert, institute, or maintain, and will cause its Affiliates not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in Section 11.12.

Section 11.13. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) except to the extent the law of the State of Delaware is superseded by the Bankruptcy Code.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE

IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 11.13(c).

Section 11.14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement or any Transaction Document delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or any Transaction Document.

Section 11.15. Specific Performance. Irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the parties to this Agreement fails to take any action required of it under this Agreement. It is accordingly agreed that (a) the parties to this Agreement will be entitled to an injunction or injunctions, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the courts described in Section 11.13 without proof of damages or otherwise, this being in addition to any other remedy to which the parties to this Agreement are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Buyer would have entered into this Agreement. Any party to this Agreement pursuing an injunction or injunctions or other

Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.15 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Seller pursuant to this Section 11.15 will be in addition to any other remedy to which it is entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit Seller from seeking to collect or collecting damages. If, prior to the End Date, any party to this Agreement brings any Action, in each case in accordance with Section 11.13, to enforce specifically the performance of the terms and provisions of this Agreement by any other party to this Agreement, the End Date will automatically be extended (i) for the period during which such Action is pending, plus ten Business Days or (ii) by such other time period established by the court presiding over such Action, as the case may be. In no event will this Section 11.15 be used, alone or together with any other provision of this Agreement, to require Seller to remedy any breach of any representation or warranty made by Seller.

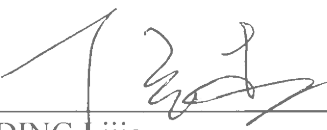
Section 11.16. No Right of Set-Off. Buyer, on its own behalf and on behalf its Affiliates and its and their Representatives and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Buyer, any such other Person or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Buyer pursuant to this Agreement or any other document or instrument delivered by Buyer in connection herewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BUYER

HY RUBY LIMITED

By: 
Name: DING Lijie
Title: Deputy CFO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SELLER

CHAPTER 11 TRUSTEE CLAUDIA Z.
SPRINGER, ON BEHALF OF EPIC!
CREATIONS, INC., AND THE ESTATE OF
EPIC! CREATIONS, INC


By:  _____
Claudia Z. Springer, not in her individual
capacity but solely in her capacity as Chapter 11
Trustee of Epic! Creations, Inc., on behalf of the
Estate of Debtor Epic! Creations, Inc.

EXHIBIT 2**(Resolved Cure Claims)**

Counterparty	Contract/Lease	Resolved Cure Amount
9 Story Distribution International Limited	Content License Agreement	\$0.00
ABDO Publishing Company	Content License Agreement	\$254,538.41
ABDO Publishing	Content License Agreement	\$0.00
Adobe Inc.	Services Agreement	\$0.00
ADP TotalSource, Inc.	Client Services Agreement	\$0.00
Adventure Family Journal	Content License Agreement	\$0.00
AgileBits Inc. (d/b/a 1Password)	Services Agreement	\$0.00
Akashic Books	Content License Agreement	\$0.00
Alamanda College	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Alamy, Inc.	Image License Agreement dated 2/25/2019	\$0.00
Alamy, Inc.	Second Image License Agreement dated 8/4/2021	\$0.00
Always Dream Foundation	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Amanta Ltd.	Content License Agreement	\$0.00
Amanta Ltd.	Content License Agreement	\$0.00
American School of Doha	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Andrea Modica	Consulting Agreement dated as of 01/23/2025	\$0.00
Andrews Mcmeel Publishing, LLC	Content License Agreement	\$0.00
Animal Wonders, Inc.	Content License Agreement	\$0.00
Annick Press Ltd.	Content License Agreement	\$0.00
Annick Press Ltd.	Content License Agreement	\$0.00
Anthony Cuizon	Work-For-Hire Consulting Agreement dated as of 6/30/2021	\$0.00
Apple, Inc.	Apple Developer Agreement	\$0.00
Apple, Inc.	Apple Developer Program License Agreement	\$0.00
Arbordale Publishing, LLC	Content License Agreement	\$0.00
Archie Comic Publications, Inc.	Content License Agreement	\$0.00
Arte Publico Press - University of Houston	Content License Agreement	\$0.00
Asana, Inc.	Subscriber Agreement	\$0.00
Astonishing Studios	Content License Agreement	\$0.00
Astonishing Studios	Content License Agreement	\$0.00
Astra Publishing House, Ltd.	Content License Agreement	\$0.00
August House, Inc.	Content License Agreement	\$3,819.23
Avalara, Inc.	Services Agreement	\$15,946.24

Counterparty	Contract/Lease	Resolved Cure Amount
Badger Publishing Ltd.	Content License Agreement	\$0.00
Barefoot Books, Inc.	Content License Agreement	\$3,253.88
Bari Koral, BKi Corp.	Content License Agreement	\$0.00
Barrington Community Unit School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Bayard Canada Livres, Inc.	Content License Agreement	\$586.37
Bayard Presses S.A.	Content License Agreement	\$0.00
BBC Studios Americas, Inc.	Content License Agreement	\$0.00
BeachHouse Publishing, LLC	Content License Agreement	\$0.00
BeachHouse Publishing, LLC	Content License Agreement	\$0.00
Beaming Books	Content License Agreement	\$0.00
Beaming Books	Content License Agreement	\$0.00
Bearport Publishing	Content License Agreement	\$0.00
Beaverton School District	Data Privacy Agreement	\$0.00
Beaverton School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Beijing Caterpillar Books	Content License Agreement	\$0.00
Beijing Yutian Hangeng Books Co. Ltd. (UTOP)	Content License Agreement	\$0.00
Bellevue School District No. 405	Digital Product/Service Contract (Contract No.602581)	\$0.00
Bellwether Media, Inc.	Content License Agreement	\$323,014.53
Berbay Books	Content License Agreement	\$0.00
Berbay Books	Content License Agreement	\$0.00
Bethel Schools	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Better Kids, Ltd.	Co-Promotion Agreement	\$0.00
Big Word Club	Content License Agreement	\$0.00
Big Word Club	Content License Agreement	\$0.00
Blue Apple Books	Content License Agreement	\$0.00
Blue Door Education	Content License Agreement	\$28,593.14
Blue Planet Archive LLC	Image License Agreement	\$0.00
Blue Water Comics / StormFront Entertainment	Content License Agreement	\$7,148.41
Blythe Russo	Work-For-Hire Illustration Agreement dated as of 12/9/2020	\$0.00
Boclips (Knowledgemotion Ltd.)	Content License Agreement	\$0.00
Bonnier Books UK Inc.	Content License Agreement	\$0.00
Box, Inc.	Services Agreement	\$0.00
Boxer Books	Content License Agreement	\$0.00
Brain Warp Studios	Content License Agreement	\$0.00
Brainy Pixel Productions, LLC	Content License Agreement	\$0.00
BrambleKids, LTD	Content License Agreement	\$0.00
Brian Taylor	Work-For-Hire Illustration Agreement dated as of 12/18/2024	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
BRICK 101, Inc.	Content License Agreement	\$0.00
Brickhouse Education	Content License Agreement	\$0.00
Bulb Holdings Inc.	Content License Agreement	\$0.00
CAC Specialty, LLC	SIDE-A DIC Coverage Policy	\$0.00
California Online Public Schools	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Canadian International School	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Candlewick Press	Content License Agreement	\$0.00
Cantab Research Ltd. (d/b/a Speechmatics)	Terms and Conditions	\$0.00
Capstone (Coughlan Companies)	Content License Agreement	\$0.00
Cardinal Publishers Group	Content License Agreement	\$0.00
Central Consolidated School District No. 22	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Chad Thomas	Work-For-Hire Writing Agreement dated as of 1/3/2020	\$0.00
Charlesbridge Publishing, Inc.	Content License Agreement	\$0.00
Charleston County School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Chelsea Trousdale	Work-For-Hire Illustration Agreement dated as of 11/22/2021	\$0.00
Cherry Lake / Sleeping Bear Press	Content License Agreement	\$0.00
Cherry Lake Publishing	Content License Agreement	\$64,133.79
Child's Play	Content License Agreement	\$0.00
Chouette Publishing	Content License Agreement	\$0.00
Chronicle Books	Content License Agreement	\$0.00
Cidcli, S.C.	Content License Agreement	\$0.00
Cider Mill Press	Content License Agreement	\$0.00
Cider Mill Press	Content License Agreement	\$0.00
Cindy Zhi	Consulting Agreement dated as of 05/05/2022	\$0.00
Circana, LLC	Statement of Work	\$0.00
Claris International Inc.	Services Agreement	\$0.00
Classroom Champions, Inc.	Memorandum of Understanding	\$0.00
Clavis Publishing	Content License Agreement	\$0.00
Clever Media Group, LLC	Content License Agreement	\$0.00
Clever Media Group, LLC	Content License Agreement	\$0.00
Cloudflare, Inc.	Services Agreement	\$0.00
Columbus Zoo	Content License Agreement	\$0.00
Common Core 4 Kids	Content License Agreement	\$0.00
Common Core 4 Kids	Content License Agreement	\$0.00
Community Consolidated School District 181	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Complexly	Content License Agreement	\$0.00
Cook with Amber LLC	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Cottage Door Press LLC	Content License Agreement	\$0.00
Crabtree Publishing Company	Content License Agreement	\$49,191.49
Crabtree Publishing Company	Content License Agreement	\$0.00
Creston Books	Content License Agreement	\$0.00
Crow Cottage	Content License Agreement	\$3,665.10
Cuento de Luz SL	Content License Agreement	\$0.00
Dance 'N' Culture Inc.	Content License Agreement	\$507.45
Daniel Nordskog	Employment Agreement	\$0.00
Danny Joe's Tree House, LLC	Content License Agreement	\$0.00
Danny Weinkauff	Content License Agreement	\$0.00
Dave McDonald	Content License Agreement	\$0.00
Dave McDonald	Content License Agreement	\$0.00
Dave Pickett	Content License Agreement	\$0.00
David R Godine	Content License Agreement	\$0.00
De Marque	Content License Agreement	\$0.00
Deyan Audio	Contractor Agreement	\$0.00
Digital Publishing Company Ltd, Guangdong Provincial Publishing	Content License Agreement	\$0.00
Distribution360, Inc.	Content License Agreement	\$0.00
DocuSign, Inc	Services Agreement	\$0.00
Dolphin Books	Content License Agreement	\$0.00
Dolphin Books	Content License Agreement	\$0.00
Dover Board of Education	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Dover Public Schools	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Dover Publications	Content License Agreement	\$0.00
Dover Publications, Inc.	Content License Agreement	\$0.00
Dreamscape Media LLC	Content License Agreement	\$0.00
Dropbox, Inc.	Services Agreement	\$0.00
Earthtree Media A.S.	Content License Agreement	\$0.00
Earthtree Media	Content License Agreement	\$0.00
Easton Studio Press	Content License Agreement	\$0.00
Editiones Cepages	Content License Agreement	\$0.00
Editions Panda Inc.	Content License Agreement	\$0.00
Editions Planete Rebelle	Content License Agreement	\$0.00
Editions Planete Rebelle	Content License Agreement	\$0.00
Editions Tournez la Page	Content License Agreement	\$0.00
Eduardo Medeiros	Work-For-Hire Writing Agreement dated as of 11/22/2021	\$0.00
eHow / Demand Media	Content License Agreement	\$0.00
Electric AI, Inc.	Services Agreement	\$0.00
Electric AI, Inc.	Master Services Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Ellen Stubbings	Work-For-Hire Illustration Agreement dated as of 04/05/2021	\$0.00
EM Investment I, LLC	Content License Agreement	\$0.00
Encyclopaedia Britannica, Inc.	Content License Agreement	\$0.00
Encyclopædia Britannica, Inc.	Content License Agreement	\$0.00
Erich Owen	Work-For-Hire Illustration Agreement dated as of 01/02/2025	\$0.00
ETC Educational Technology Connection (HK) Ltd.	Affiliate Sales Agreement (as amended)	\$0.00
Everett Collection, Inc.	Image License Agreement	\$0.00
Fabulous Lemon Drops	Content License Agreement	\$0.00
Fabulous Lemon Drops	Content License Agreement	\$0.00
Familius, LLC	Content License Agreement	\$0.00
Figma, Inc.	Services Agreement	\$0.00
Firefly Books LTD	Content License Agreement	\$0.00
Fitzhenry & Whiteside Limited	Content License Agreement	\$0.00
Fitzhenry & Whiteside Ltd.	Content License Agreement	\$0.00
Flowerpot Press (Kamalu)	Content License Agreement	\$25,859.92
Flying Start Books Ltd.	Content License Agreement	\$0.00
Flying Start Books US	Content License Agreement	\$0.00
Frederator Books, LLC	Content License Agreement	\$28,824.27
Frederator Books, LLC	Content License Agreement	\$0.00
Free Spirit Publishing	Content License Agreement	\$0.00
FRNGE, Inc.	Fringe Benefits Provider Agreement	\$0.00
Full Cast Audio	Content License Agreement	\$0.00
GAPC Entertainment Inc.	Content License Agreement	\$0.00
Garden Grove Unified School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Gemser Publications, S.L.	Content License Agreement	\$0.00
Gibbs M. Smith, Inc.	Content License Agreement	\$0.00
Gibbs Smith	Content License Agreement	\$0.00
GitHub, Inc.	Services Agreement	\$0.00
Global Tinker Inc.	Content License Agreement	\$0.00
Global Tinker, Inc.	Content License Agreement	\$0.00
GoDaddy Inc.	Services Agreement	\$0.00
GoldieBlox, Inc.	Content License Agreement	\$0.00
Google LLC	Google Cloud Master Agreement for Education	\$324,251.62
Goosebottom Books	Content License Agreement	\$0.00
Gray Duck Creative Works LLC	Content License Agreement	\$50,364.09
Great Dog Literary LLC	Content License Agreement	\$0.00
Groundwood Books Limited	Content License Agreement	\$0.00
Groupe Bayard/Bayard Presse	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Guideline, Inc.	401(K) Plan Services Agreement	\$0.00
H Gagnon Distribution	Content License Agreement	\$0.00
Happy Hollisters	Content License Agreement	\$0.00
Harriet Ziefert Inc.	Content License Agreement	\$0.00
Harriet Ziefert Inc.	Content License Agreement	\$0.00
Harry N. Abrans	Content License Agreement	\$0.00
Health Nuts Media	Content License Agreement	\$0.00
Health Nuts Media, LLC	Content License Agreement	\$0.00
Heritage Builders	Content License Agreement	\$0.00
Heritage Builders, LLC	Content License Agreement	\$0.00
Highlights for Children, Inc.	Content License Agreement	\$0.00
Hillary Seides	Content License Agreement	\$0.00
Holiday House Publishing, Inc.	Content License Agreement	\$21,113.56
Holiday House Publishing, Inc.	Content License Agreement	\$0.00
Igloo Books, a division of Bonnier Books UK	Content License Agreement	\$0.00
Imagine Create Media Inc.	Content License Agreement	\$0.00
Imagine Create Media	Content License Agreement	\$0.00
IMGIX	Services Agreement	\$0.00
Immedium	Content License Agreement	\$0.00
Independent Publishers Group (IPG)	Content License Agreement	\$0.00
Independent School District No. 196	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Inhabit Media Inc.	Content License Agreement	\$0.00
Inhabit Media	Content License Agreement	\$0.00
InMobi Pte. Ltd.	Advertising Agreement	\$0.00
Insider, Inc.	Content License Agreement	\$0.00
Insight Editions	Content License Agreement	\$0.00
Insight PA Cyber Charter School	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Inte Q	Services Agreement	\$0.00
International School Group	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Irvine Unified School District	Data Privacy Agreement	\$0.00
Irvine Unified School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Iterable, Inc.	Master Services Agreement	\$0.00
Jared Owen Animations	Content License Agreement	\$0.00
Jared Owen	Content License Agreement	\$0.00
Jim Henson Company	Content License Agreement	\$0.00
Joy Education LTD	Content License Agreement	\$0.00
Joy Education LTD	Content License Agreement	\$0.00
Julie Gribble, NY Mediaworks	Content License Agreement	\$0.00
JUMP Inc.	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Just Us Books	Content License Agreement	\$0.00
Kaiken Publishing	Content License Agreement	\$0.00
Kaleidoscope Publishing, Inc.	Content License Agreement	\$0.00
Kane Press, Inc.	Content License Agreement	\$0.00
Kasper Borys	Content License Agreement	\$0.00
Kasper Borys	Content License Agreement	\$0.00
Katoe Swanson, The Wild Adventure Girls	Content License Agreement	\$0.00
Kiboomers (10049735 Canada Inc)	Content License Agreement	\$0.00
Kids Academy Company	Content License Agreement	\$0.00
Kids Can Press Limited	Content License Agreement	\$38,372.58
Kids Learning Tube	Content License Agreement	\$0.00
Kira Willey Productions, LLC	Content License Agreement	\$0.00
Knowledgemotion Limited	Content License Agreement	\$0.00
KQED	Content License Agreement	\$0.00
Kugamon LLC	Services Agreement	\$0.00
Lake County Schools	Data Privacy Agreement	\$0.00
Lake County Schools	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Language World Co., Ltd.	Content License Agreement	\$0.00
Lerner Publishing Group	Content License Agreement	\$119,572.67
Les 400 Coups	Content License Agreement	\$0.00
Les Editions Les 400 Coups Inc.	Content License Agreement	\$0.00
Lets Play Today, LLC	Content License Agreement	\$0.00
LeVar Burton Media	Content License Agreement	\$0.00
Levine Querido	Content License Agreement	\$0.00
Lil' Libros	Content License Agreement	\$0.00
Lindenhurst UFSD	Data Privacy Agreement	\$0.00
Lindenhurst UFSD	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Listen & Live Audio, Inc.	Content License Agreement	\$0.00
Listen & Live	Content License Agreement	\$0.00
Little Bee Books	Content License Agreement	\$0.00
Little Libros, LLC	Content License Agreement	\$0.00
Live Oak Media	Content License Agreement	\$0.00
Liyan Book Co.	Content License Agreement	\$0.00
Logitech Inc.	Co-Promotion Agreement	\$0.00
Lynbrook Union Free School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Magination Press	Content License Agreement	\$0.00
Mansfield ISD	Data Privacy Agreement	\$0.00
Mansfield ISD	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Manzanita Associates, LLC	Storage Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Mark Lavery	Content License Agreement	\$0.00
Mark Lavery	Content License Agreement	\$0.00
Mason Crest	Content License Agreement	\$0.00
Mason Crest, an imprint of National Highlights Inc.	Content License Agreement	\$0.00
Math Masters Inc.	Affiliate Sales Agreement (as amended)	\$0.00
Matt Sheldon	Content License Agreement	\$0.00
Matt Sheldon, Become Elite LLC	Content License Agreement	\$0.00
Matthew Cody	Employment Agreement	\$0.00
Matthew Lawrence, Little Monster Media Co.	Content License Agreement	\$0.00
McLean County Unit 5	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Meika Hashimoto	Employment Agreement	\$0.00
Mendham Township Board of Education	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Merriam-Webster, Inc.	API License Agreement dated as of 4/4/2017	\$0.00
Metabase, Inc.	Services Agreement	\$0.00
MetaMetrics Inc.	Lexile Text Measurement Master Agreement	\$0.00
MetaMetrics Inc.	Database and Trademark License Agreement (as amended)	\$0.00
Michael Hilton	Consulting Agreement	\$0.00
Michael Hilton	Consulting Agreement dated as of 02/20/2024	\$0.00
Michael Page International Inc.	Temporary Assignment Confirmation	\$0.00
Michael Page International Recruitment Private Ltd.	Independent Contractor Agreement	\$0.00
Michigan Great Lakes Virtual Academy	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Microsoft Corporation	Services Agreement	\$0.00
Mims House	Content License Agreement	\$0.00
Mims House, LLC	Content License Agreement	\$5,596.61
Minden Pictures, Inc.	Image License Agreement dated 2/5/2019 (as amended)	\$0.00
Mitchell Lane Publishers, Inc.	Content License Agreement	\$10,149.56
Monotype Imaging Inc.	Services Agreement	\$0.00
Monster Entertainment Ltd.	Content License Agreement	\$0.00
Motiontellers, LLC	Content License Agreement	\$0.00
Mylemarks LLC	Content License Agreement	\$0.00
Mylesmark LLC	Content License Agreement	\$0.00
Nancy Kopman	Content License Agreement	\$0.00
Natick Elementary Schools	Epic! Terms of Service and any outstanding purchase orders	\$0.00
National Geographic	Content License Agreement (as amended by the 9th Amendment with an effective date of February 1, 2025)	\$100,273.03
NBC Universal (DreamWorksTV)	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Neptune Studios LLC	Content License Agreement	\$0.00
Neptune Studios, LLC	Content License Agreement	\$0.00
Newscom, LLC	Image License Agreement	\$0.00
Nick Filardi	Consulting Agreement dated as of 01/16/2025	\$0.00
Niels Duinker (Learn to Juggle)	Content License Agreement	\$0.00
Niels Duinker	Content License Agreement	\$0.00
No Starch Press, Inc.	Content License Agreement	\$0.00
NoBrow Limited	Content License Agreement	\$0.00
Nomad Press	Content License Agreement	\$0.00
Norman Basch	Employment Agreement	\$0.00
North South Books	Content License Agreement	\$0.00
North Star Editions	Content License Agreement	\$0.00
North Star Editions, Inc.	Content License Agreement	\$0.00
Northshore School District	Data Privacy Agreement	\$0.00
Northshore School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
NorthSouth Books	Content License Agreement	\$0.00
Norwood House Press, Inc.	Content License Agreement	\$0.00
Norwood House Press, Inc.	Content License Agreement	\$0.00
Note to Health, LLC	Content License Agreement	\$0.00
Note to Health, LLC	Content License Agreement	\$0.00
Notion Labs, Inc.	Services Agreement	\$0.00
Nuans Kitapcilik San. Tic. Ltd. Sti.	Affiliate Sales Agreement (as amended)	\$0.00
NUMBEROCK	Content License Agreement	\$0.00
Oasis Audio	Content License Agreement	\$0.00
Oceanic Research Group, Inc.	Content License Agreement	\$0.00
Oceanic Research, Inc.	Content License Agreement	\$0.00
October 5 Productions	Services Agreement	\$0.00
Oni-Lion Forge Publishing Group, LLC	Content License Agreement	\$0.00
Open Road Integrated Media Inc.	Content License Agreement	\$0.00
Open Road Integrated Media Inc.	Content License Agreement	\$0.00
OpenVPN Technologies, Inc.	Services Agreement	\$0.00
Orca Book Publishers	Content License Agreement	\$0.00
Oro Grande School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Ottawa Elementary School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Owlkids Books	Content License Agreement	\$6,237.88
Owlkids Books, Inc.	Content License Agreement	\$0.00
PagerDuty, Inc.	Services Agreement	\$0.00
Pajama Press Inc.	Content License Agreement	\$0.00
Palo Alto Unified School District	Data Privacy Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Palo Alto Unified School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Panda Corner Corp	Content License Agreement	\$0.00
Papercutz	Content License Agreement	\$0.00
Peachtree Publishers	Content License Agreement	\$2,424.62
Pippin Properties, Inc.	Content License Agreement	\$0.00
Premier Cloud Inc.	Services Agreement	\$0.00
Property and Casualty Insurance Company of Hartford	Business Owner's Policy (Policy No. 46 SBA BM9PW8)	\$0.00
Purple Toad Publishing, Inc.	Content License Agreement	\$0.00
Purple Toad Publishing, Inc.	Content License Agreement	\$0.00
Quarto Group	Content License Agreement	\$0.00
Quirk Books	Content License Agreement	\$0.00
R Homayoon, LLC	Content License Agreement	\$0.00
Rabbit Ears Entertainment, LLC	Content License Agreement	\$0.00
Readers to Eaters	Content License Agreement	\$1,182.43
Red Chair Press	Content License Agreement	\$0.00
Red Chair Press, LLC	Content License Agreement	\$0.00
ReferralSaaSquatch.com Inc. (d/b/a SaaSquatch)	Global Data Processing Agreement	\$0.00
Regus Management Group, LLC	Virtual Office Agreement	\$0.00
Renaissance Learning, Inc.	Content License Agreement	\$0.00
Research & Education Association	Content License Agreement	\$0.00
RGB Ventures LLC (d/b/a SuperStock)	Image License Agreement	\$0.00
Roadrunner Press LLC	Content License Agreement	\$0.00
Rourke Educational Media	Content License Agreement	\$0.00
Rourke Educational Media	Content License Agreement	\$0.00
Sabbatical Entertainment LLC	Content License Agreement	\$0.00
Sabbatical Entertainment LLC	Content License Agreement	\$0.00
Sage Intacct, Inc.	Terms of Service - United States and Canada	\$0.00
Sage Intacct, Inc.	Renewal Order Schedule (Quote # Q-470131)	\$0.00
Salesforce, Inc.	Services Agreement	\$0.00
San Lorenzo Unified School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Scholastic, Inc. (Weston Woods)	Content License Agreement	\$0.00
Scholastic, Inc.	Content License Agreement dated as of 7/10/2015	\$0.00
Scratch Garden	Content License Agreement	\$0.00
Second Story Feminist Press Inc	Content License Agreement	\$0.00
Second Story Feminist Press Inc.	Content License Agreement	\$0.00
Sesame Workshop Books	Content License Agreement	\$0.00
Sesame Workshop	Content License Agreement	\$0.00
Shane DeRolf (Big World Club)	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
Shelley Johnson (d/b/a SJ Consulting)	Independent Contractor Agreement	\$0.00
Shoo Rayner	Content License Agreement	\$0.00
Shutterstock, Inc.	Master Services Agreement (as amended)	\$0.00
Silver Falls School District 4J	Data Privacy Agreement	\$0.00
Silver Falls School District 4J	Epic! Terms of Service and any outstanding purchase orders	\$0.00
SimilarWeb Inc.	Services Agreement	\$0.00
Sinolingua Co.	Content License Agreement	\$0.00
SKS Digital PTE Ltd.	Services Agreement	\$0.00
Skyhorse Publishing Inc.	Content License Agreement	\$0.00
Slack Technologies, LLC	Services Agreement	\$0.00
Smart Study Co. Ltd.	Content License Agreement	\$0.00
Smile and Learn Digital Creations, S.L.	Content License Agreement	\$0.00
Smithsonian Enterprises	Content License Agreement	\$0.00
Smithsonian Enterprises	Content License Agreement	\$0.00
Solvvy, Inc.	Services Agreement	\$0.00
Son of Hutch Pictures	Content License Agreement	\$0.00
Sourcebooks, Inc.	Content License Agreement	\$0.00
Springs Charter Schools	Materials Vendor Agreement	\$0.00
StarBright Books	Content License Agreement	\$0.00
Steve Newberry (Scratch Garden)	Content License Agreement	\$1,242.74
StormFront Entertainment, LLC	Content License Agreement	\$0.00
Streamline Brand Associates, Inc.	Content License Agreement	\$1,176.09
SupperTime Entertainment	Content License Agreement	\$802.58
Tanglewood Publishing	Content License Agreement	\$0.00
Teacher Created Materials Publishing	Content License Agreement	\$0.00
TeamWorks, Inc.	Services Agreement	\$0.00
The Bazillions	Content License Agreement	\$0.00
The Bug Chicks	Content License Agreement	\$0.00
The Bug Chicks	Content License Agreement	\$0.00
The Child's World, Inc.	Content License Agreement	\$0.00
The City University of New York	Epic! Terms of Service and any outstanding purchase orders	\$0.00
The Columbus Zoo and Aquarium	Video License Agreement	\$0.00
The Creative Company	Content License Agreement	\$81,678.98
The Lamphere School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
The Lion Forge, LLC	Content License Agreement	\$0.00
The Magic Crafter LLC (Brittany Adams)	Content License Agreement	\$0.00
The Nemours Foundation, Kids Health	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
The Pinkfong Company	Content License Agreement	\$0.00
The Planetary Society	Content License Agreement	\$0.00
The Rosen Publishing Group, Inc.	Content License Agreement	\$0.00
The Rosen Publishing Group, Inc.	Content License Agreement	\$0.00
The Secret Mountain	Content License Agreement dated as of 3/25/2015	\$0.00
The Singing Walrus Music Production	Content License Agreement	\$283.44
The Singing Walrus	Content License Agreement	\$0.00
Thomas Jeunesse	Content License Agreement	\$733.02
Tilbury House Publishers	Content License Agreement	\$0.00
Timbuktu Labs, Inc. (Rebel Girls)	Content License Agreement	\$0.00
Timbuktu Labs, Inc.	Content License Agreement	\$0.00
TIY Makers Private LTD	Content License Agreement	\$0.00
TIY Makers Pvt. Ltd.	Content License Agreement	\$0.00
TMW Media Group, Inc.	Content License Agreement	\$0.00
TMW Media	Content License Agreement	\$0.00
Tom Angleberger	Imaging License Agreement	\$0.00
Tools for Schools, Inc.	Co-Promotion Agreement	\$0.00
Torrance Unified School District	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Tournez Le Page	Content License Agreement	\$0.00
Town of Greenwich (Greenwich Public Schools)	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Tracey Preston, Media Animal TV	Content License Agreement	\$0.00
Trustpilot Group plc	Services Agreement	\$0.00
Twin Sisters IP, LLC.	Content License Agreement	\$49,978.74
Unicorn Media LTD (Troom Troom)	Content License Agreement	\$0.00
Unicorn Media LTD	Content License Agreement	\$0.00
Urban Greek Productions, LLC	Content License Agreement	\$0.00
US Copyright Office	Services Agreement	\$0.00
UWC SEA	Vendor Agreement	\$0.00
UWCSEA	Epic! Terms of Service and any outstanding purchase orders	\$0.00
Veritex Community Bank	Bank Agreement	\$0.00
Video Elephant Limited	Content License Agreement	\$0.00
Video Elephant Limited	Content License Agreement	\$0.00
VideoElephant	Content License Agreement	\$0.00
Voucherify, Inc.	Services Agreement	\$0.00
Wenfang	Content License Agreement	\$0.00
Weston Woods Studio	Content License Agreement dated as of 7/10/2015	\$0.00
Weston Woods Studio	Content License Agreement dated as of 4/11/2016	\$0.00
WGBH Educational Foundation	Content License Agreement	\$0.00

Counterparty	Contract/Lease	Resolved Cure Amount
WGBH Educational Foundation	Content License Agreement	\$0.00
WGBH, Boston	Content License Agreement	\$0.00
What on Earth Publishing Limited	Content License Agreement	\$0.00
What On Earth Publishing	Content License Agreement	\$872.10
Whitney Cogar	Work-For-Hire Illustration Agreement dated as of 11/18/2020	\$0.00
Wild Adventure Girls	Content License Agreement	\$593.10
WildWorks Inc.	Content License Agreement	\$0.00
WildWorks Inc.	Content License Agreement	\$0.00
Winfortune Cultural Enterprise Co. Ltd.	Content License Agreement	\$0.00
Wisconsin Historical Society	Content License Agreement	\$733.02
Wolf Marvin Weidner (Tavin Origami)	Content License Agreement	\$0.00
Wolf Weidner	Content License Agreement	\$0.00
Wonderscape Entertainment LLC	Content License Agreement	\$0.00
Wonderscape Entertainment, LLC	Content License Agreement	\$0.00
Woodland School District 50	Epic! Terms of Service and any outstanding purchase orders	\$0.00
World of Good/Leaf Group	Content License Agreement	\$0.00
WunderMill Books (formerly Cornell Lab Publishing Group)	Content License Agreement	\$0.00
Xist Media Group	Video License Agreement	\$0.00
Xist Publishing	Content License Agreement	\$91,176.24
XOMAD LLC	Independent Contractor Agreement	\$0.00
Zapier, Inc.	Terms of Service	\$0.00
Zendesk, Inc.	Master Subscription Agreement	\$0.00
Zhejiang Juvenile and Children's Publishing House	Content License Agreement	\$0.00
Zhengjian Youjia Shaoer Company	Content License Agreement	\$0.00
Zuckerberg Media	Content License Agreement	\$0.00
Zuckerberg Media, Inc.	Content License Agreement	\$0.00