

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

SAGA FORMATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Obj. Deadline: July 15, 2025, at 4:00 p.m. (ET)

Hearing Date: July 23, 2025, at 11:00 a.m. (ET)

CHAPTER 11 TRUSTEE'S MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE REJECTION OF TANGIBLE PLAY
AGREEMENT EFFECTIVE AS OF JULY 1, 2025;
AND (II) GRANTING RELATED RELIEF

Claudia Z. Springer, not individually but solely as chapter 11 trustee (the "Trustee") for the estates (the "Estates") of Saga Formations, Inc. f/k/a Epic! Creations, Inc. ("Saga"); Tangible Play, Inc. ("Tangible Play"); and Pajeau, Inc. f/k/a Neuron Fuel, Inc. ("Pajeau," together with Saga and Tangible Play, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), respectfully requests, pursuant to 11 U.S.C. §§ 105(a), 365(a), and 554(a), entry of an order authorizing the Trustee to (i) reject the agreement between Tangible Play and 3PL Central LLC (the "Agreement") effective as of July 1, 2025; and (ii) granting related relief. In support of this Motion, the Trustee attaches the *Declaration of Jacob Grall* (the "Grall Declaration"), attached hereto as Exhibit B, and states:

JURISDICTION AND STATUTORY BASES FOR RELIEF

1. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334 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 within the Court's constitutional authority

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



to decide pursuant to 28 U.S.C. § 157(b)(2)(A) and (O). Venue is proper before the Court pursuant to 28 U.S.C. § 1409.

2. The statutory bases for the relief requested herein are sections 105(a), 365, and 554(a) of the Bankruptcy Code; Bankruptcy Rules 6004, 6007, and 6006; and Local Rule 9013-1.

3. The Trustee confirms her consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by this Court in connection with this Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

A. These Chapter 11 Cases

4. The Debtors are three formerly unaffiliated U.S.-based education technology companies that develop and distribute three separate lines of educational products. Between 2019 and 2021, T&L, an Indian corporation founded by Byju Raveendran in 2011 with a stated purpose of providing accessible education technology, acquired each Debtor.

5. On November 24, 2021, the Debtors' former affiliate, BYJU's Alpha, Inc., as borrower, and GLAS Trust Company LLC, as administrative and collateral agent, and certain lenders, closed on a \$1.2 billion term loan facility under that certain Credit and Guaranty Agreement dated as of November 24, 2021 (the "Credit Agreement"). Among others, T&L and each Debtor guaranteed BYJU's Alpha, Inc.'s obligations under the Credit Agreement.

6. In January 2022, T&L was briefly lauded as India's most valuable start-up. It acquired the Debtors and at least fourteen other emerging education-related businesses for more than \$3 billion. However, by October 2022, T&L had defaulted on its respective obligations as a guarantor under the Credit Agreement and has been embroiled in protracted disputes with the

Prepetition Lenders (as defined below) and other creditors around the world ever since. In July 2024, T&L was placed into involuntary insolvency proceedings in India and an interim resolution professional was appointed to manage T&L's assets and businesses.

7. On June 4 and 5, 2024 (the "Petition Date"), GLAS Trust Company LLC, in its capacity as administrative and collateral agent under the Credit Agreement, and certain lenders under the Credit Agreement (the "Prepetition Lenders") filed an involuntary chapter 11 petition against each Debtor. [D.I. 1]. Further factual background regarding the Debtors, including their business operations and the events leading to the commencement of these Chapter 11 Cases, is set forth in detail in the *Declaration of Claudia Z. Springer in Support of First Day Motions* [D.I. 193] (the "First Day Declaration"), which is fully incorporated into this Motion by reference.

8. On June 27, 2024, this Court entered an order directing joint administration of the Debtors' cases for procedural purposes. [D.I. 61].

9. On September 16, 2024 (the "Order for Relief Date"), this Court entered an order for relief in the Debtors' involuntary chapter 11 cases and directed the appointment of a chapter 11 trustee. [D.I. 147].

10. On September 23, 2024, the United States Trustee for Region 3 duly appointed Claudia Z. Springer as chapter 11 trustee of each Debtor, subject to approval by the Court, [D.I. 152], and on October 7, 2024, this Court entered an order approving the appointment of the Trustee. [D.I. 180].

B. Tangible Play's Business and the Agreement

11. Debtor Tangible Play's business involves developing and selling a variety of educational gaming products, including its well-known Osmo line of products, which use a combination of physical and digital components to engage children in augmented reality-based

educational games and experiences.

12. Prior to the Petition Date, on September 30, 2021, to facilitate the procurement, storage, and distribution of Tangible Play’s product inventory to customers around the world, Tangible Play entered into the Agreement with 3PL Central LLC (“3PL”) for inventory management storage and other related services.

13. Under the Agreement, Tangible Play is billed on a monthly basis at a rate of approximately \$2,375.00 per month for those services, payable every quarter.

14. In the Trustee’s business judgment,² Tangible Play previously abandoned all of its inventory. *See Order (I) Authorizing the Rejection of Tangible Play Logistics Services Agreements and Abandonment of Related Personal Property Effective as of April 21, 2025; and (II) Granting Related Relief* [D.I. 678].

15. Thus, because the Agreement has no value to Tangible Play’s estate, the Trustee has determined that rejecting the Agreement is in the best interest of the same.

RELIEF REQUESTED

16. Accordingly, by this Motion, the Trustee respectfully requests the entry of an order (the “Proposed Order”), substantially in the form attached hereto as **Exhibit A**: (i) authorizing the rejection of the Agreement; and (ii) granting related relief.

BASIS FOR RELIEF REQUESTED

17. Section 365(a) of the Bankruptcy Code provides that a trustee, “subject to the court’s approval, may . . . reject any . . . executory contract or unexpired lease of the debtor.” 11

² *See Chapter 11 Trustee's Omnibus Motion for Entry for an Order (I) Authorizing the Rejection of Tangible Play Logistics Services Agreements and Abandonment of Related Personal Property Effective as of April 21, 2025; and (II) Granting Related Relief* [D.I. 645] for a more detailed discussion as to reason for the abandonment of Tangible Play’s inventory.

U.S.C. § 365(a). The decision to assume or reject an executory contract or unexpired lease is a matter within the “business judgment” of the trustee. *See Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”) (citation omitted); *see also Glenstone Lodge, Inc. v. Buckhead Am. Corp. (In re Buckhead Am. Corp.)*, 180 B.R. 83, 88 (Bankr. D. Del. 1995). Application of the business judgment standard requires a court to approve a trustee’s business decision unless the decision is the product of bad faith, whim, or caprice. *See Lubrizol Enters., Inc. v Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985). Further, “[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).

18. Rejection of an executory contract or unexpired lease is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nan Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a trustee has exercised their sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and all parties in interest, a court should approve the rejection under section 365(a). *See In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003).

19. Here, because there is no longer any inventory in Tangible Play’s estate, the Agreement, which is to provide inventory management software, is unnecessary. As a result, the Trustee cannot justify continuing to incur the monthly costs of the subscription fee for a service Tangible Play no longer uses or needs.

20. Accordingly, the Trustee has determined in an exercise of sound business judgment that the Agreement constitutes an unnecessary expenditure and that rejecting is in the best interests of Tangible Play's estate and all stakeholders.

21. The Trustee further requests that the rejection of the Agreement be deemed effective as of July 1, 2025 (*i.e.*, the date of the filing of this Motion) (the "Rejection Date"). Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively to the motion date. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating "the court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a)"); *accord In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include "restrictions as to the manner in which the court can approve rejection"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1028–29 (1st Cir. 1995) (stating "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively").

22. Courts in this jurisdiction have granted similar requests for retroactive rejection authority in comparable situations. *See, e.g., In re F & H Acquisition Corp.*, No. 13-13220-KG, 2009 WL 10804333, at *1 (Bankr. D. Del. Aug. 18, 2009) (authorizing rejection of unexpired leases and abandonment of personal property *nunc pro tunc* to the specific dates); *In re RCS Cap. Corp.*, No. 16-10223 (MFW), 2013 WL 12579692, at *1 (Bankr. D. Del. Mar. 28, 2013) (same); *In re The Wet Seal, Inc.*, No. 15-10081-CSS, 2015 WL 1372959, at *1 (Bankr. D. Del. Feb. 5, 2015) (authorizing rejection of unexpired leases and abandonment of personal property *nunc pro*

tunc to petition date); *In re Smallhold, Inc.*, Case No. 24-10267 (CTG) (Bankr. D. Del. Apr. 23, 2024) (authorizing rejection of unexpired leases and abandonment of personal property *nunc pro tunc* to the date of filing the rejection motion); *In re The Semrad Law Firm, LLC*, Case No. 23-10512 (JTD) (Bankr. D. Del. May 25, 2023) (authorizing rejection of unexpired leases and abandonment of personal property *nunc pro tunc* to petition date); *In re Lunya Company*, Case No. 23-10783 (BLS) (Bankr. D. Del. Aug. 8, 2023) (authorizing rejection of unexpired leases and executory contract *nunc pro tunc* to the date of filing the rejection motion); *In re Charming Charlie Holdings, Inc.*, Case No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing rejection of unexpired leases *nunc pro tunc* to the specific date); *In re Samson Resources Corporation*, Case No. 15-11934) (CSS) (Bankr. D. Del. Sept. 2, 2016) (same); *In re Dex Media, Inc.* Case No. 16-11200 (KG) (Bankr. D. Del. June 8, 2016) (authorizing rejection of unexpired leases and executory contracts *nunc pro tunc* to petition date).

23. Here, the balance of equities favors rejection of the Agreement effective as of the Rejection Date. Without such relief, Tangible Play’s estate will potentially incur unnecessary expenses related to the Agreement that provide no benefit to the same. Contemporaneously with the filing of this Motion, the Trustee will cause notice of this Motion to be served on 3PL, thereby allowing 3PL sufficient opportunity to respond accordingly.

RESERVATION OF RIGHTS

24. Nothing contained in this Motion or any actions taken by the Trustee pursuant to relief granted in the Proposed Order is intended or should be construed as an admission as to the validity of 3PL’s claims or rights, if any, against Tangible Play or its estate or a waiver of any of the Trustee’s rights to dispute any particular claim on any grounds.

NOTICE

25. The Trustee will provide notice of this Motion to the following parties: (a) the U.S. Trustee, (b) the Debtors' counsels of record and registered agents, (c) the holders of the 20 largest known unsecured claims against the Debtors (on a consolidated basis, as and if identified), (d) 3PL, (e) the Prepetition Agent and counsel thereto, (f) the Prepetition Secured Lenders and counsel thereto, (g) the DIP Secured Parties, and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Trustee submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, for the reasons set forth above and in the Grall Declaration, the Trustee respectfully requests that the Court (a) enter the Proposed Order substantially in the form annexed hereto as **Exhibit A** granting the relief requested in this Motion; and (b) grant such other and further relief as the Court may deem just and proper.

Dated: July 1, 2025
Wilmington, Delaware

PASHMAN STEIN WALDER HAYDEN, P.C.

/s/ Alexis R. Gambale

Henry J. Jaffe (No. 2987)
Joseph C. Barsalona II (No. 6102)
Alexis R. Gambale (No. 7150)
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-and-

JENNER & BLOCK LLP

Catherine Steege (admitted *pro hac vice*)
Melissa Root (admitted *pro hac vice*)
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Counsel to the Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SAGA FORMATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Obj. Deadline: July 15, 2025, at 4:00 p.m. (ET)

Hearing Date: July 23, 2025, at 11:00 a.m. (ET)

**NOTICE OF THE CHAPTER 11 TRUSTEE’S MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE REJECTION OF TANGIBLE PLAY AGREEMENT
EFFECTIVE AS OF JULY 1, 2025; AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on July 1, 2025, the chapter 11 trustee (the “Trustee”) in the above-captioned cases (the “Chapter 11 Cases”) filed the attached *Chapter 11 Trustee’s Motion for Entry of an Order (I) Authorizing the Rejection of Tangible Play Agreement Effective as of July 1, 2025; and (II) Granting Related Relief* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) be filed with the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, on or before **July 15, 2025, at 4:00 p.m. (ET)** (the “Objection Deadline”), and (c) served as to be received on or before the Objection Deadline upon (i) co-counsel to the Trustee, Jenner & Block LLP, Attn: Catherine Steege (csteege@jenner.com), Melissa Root (mroot@jenner.com), and William Williams (wwilliams@jenner.com); (ii) co-counsel to the Trustee, Pashman Stein Walder Hayden, P.C., Attn: Henry Jaffe (hjaffe@pashmanstein.com), Joseph Barsalona II (jbarsalona@pashmanstein.com), and Alexis Gambale (agambale@pashmanstein.com); (iii) co-counsel to the Administrative Agent and Collateral Agent, Kirkland & Ellis LLP, Attn: Brian Schartz (brian.schartz@kirkland.com), Patrick Nash (patrick.nash@kirkland.com), and Jordan Elkin (jordan.elkin@kirkland.com); (iv) co-counsel to the Administrative Agent and Collateral Agent, Reed Smith LLP, David A. Pisciotta (dpisciotta@reedsmith.com) and Nicholas B. Vislocky (nvislocky@reedsmith.com); (v) co-counsel to the Administrative Agent and Collateral Agent, Pachulski Stang Ziehl & Jones LLP, Laura Davis Jones (ljones@pszjlaw.com) and Peter J. Keane (pkeane@pszjlaw.com); (vi) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (email: linda.casey@usdoj.gov); and (vii) counsel to any committee appointed in these Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion shall be held on **July 23, at 11:00 a.m. (ET)**, before the Honorable Brendan L. Shannon, United States Bankruptcy

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

Court for the District of Delaware, 824 N. Market Street, 6th Floor, Courtroom No. 1, Wilmington, Delaware 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE.

Dated: July 1, 2025
Wilmington, Delaware

PASHMAN STEIN WALDER HAYDEN, P.C.

/s/ Alexis R. Gambale

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-and-

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Counsel to the Trustee

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>SAGA FORMATIONS, INC., <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 24-11161 (BLS)</p> <p>(Jointly Administered)</p> <p>Re. D.I. ____</p>
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**ORDER (I) AUTHORIZING THE REJECTION OF THE REJECTION OF TANGIBLE
PLAY AGREEMENT EFFECTIVE AS OF JULY 1, 2025;
AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of Claudia Z. Springer, not individually but solely as chapter 11 trustee (the “Trustee”) for the estates (the “Estates”) of Saga Formations, Inc. f/k/a Epic! Creations, Inc. (“Saga”), Tangible Play, Inc. (“Tangible Play”), and Pajeau, Inc. f/k/a Neuron Fuel, Inc. (“Neuron,” together with Epic and Tangible Play, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), for entry of an order (the “Order”), pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code; Bankruptcy Rules 6004, 6006, and 6007; and Local Rule 9013-1, (i) authorizing the rejection of the Agreement effective as of July 1, 2025 (the “Rejection Date”); and (ii) granting related relief, all as more fully described in the Motion; and upon consideration of the Grall Declaration; and this Court having found that it has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C.

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

² Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Motion.

§ 157(b); and that the Trustee consents to entry of a final order under Article III of the United States Constitution; and this Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the relief requested in the Motion is in the best interests of Tangible Play, its estate, its creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having reviewed the Motion and having the opportunity for a hearing held before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and the Grall Declaration and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation thereon and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Trustee is authorized to reject the Agreement effective as of the Rejection Date.
3. Any claims arising out of the rejection of the Agreement must be filed on or before the deadline established by the Court for filing proofs of claim in these Chapter 11 Cases for rejection damages. The Trustee reserves all rights to contest any rejection damages claim.
4. The Trustee does not waive any claims that it may have against 3PL, whether or not such claims are related to the Agreement.
5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, except as expressly set forth herein, nothing in this Order shall be deemed (a) an admission as to the validity, priority, or amount of any particular claim against Tangible Play or its estate; (b) a waiver of the Trustee’s or any other party-in-interest’s right to dispute any particular

claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order of the Motion; (e) a request or authorization to assume any agreement, contract, lease, or sublease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Trustee's or any other party-in-interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Trustee or any other party in interest that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Order are valid and the Trustee and all other parties in interest expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of, all such liens. Any payment made pursuant to this Order should not be construed as an admission as to the validity, priority, or amount of any particular claim, or a waiver of the Trustee's or any other party in interest's rights to subsequently dispute such claim.

6. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any contract pursuant to section 365 of the Bankruptcy Code.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

8. The Trustee is authorized to take all necessary actions to effectuate the relief granted pursuant to this Order and in accordance with the Motion.

9. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

EXHIBIT B

Grall Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SAGA FORMATIONS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

DECLARATION OF JACOB GRALL

I, Jacob Grall, hereby declare under penalty of perjury that the following (this “Declaration”) is true to the best of my knowledge, information, and belief:

1. I am a Managing Director in the Chicago office of Novo Advisors, a restructuring-focused consulting firm. My areas of experience include liquidity and working capital management, financial planning, financial process improvement, and project management. With a technical expertise grounded in accounting, financial modeling, and corporate finance, I have helped numerous businesses achieve their operational and financial goals.

2. Prior to joining Novo Advisors, I worked as a taxation consultant at RSM US LLP across their private equity and not-for-profit practices. I hold a B.S. of Accounting from the University of Illinois and am a certified public accountant in Illinois and an active member of the local chapter of the Turnaround Management Association and Secured Finance Network.

3. Since September 23, 2024, Novo Advisors has served as the financial advisor to Claudia Z. Springer, in her capacity as the duly appointed Chapter 11 Trustee (the “Trustee”) of the estates (the “Estates”) of Saga Formations, Inc. f/k/a Epic! Creations, Inc. (“Saga”), Tangible

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

Play, Inc. (“Tangible Play”), and Pajeau, Inc. f/k/a Neuron Fuel, Inc. (“Neuron,” together with Epic and Tangible Play, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). I personally have been the primary person (under the direction of the Trustee) responsible for overseeing the finances and operations of the Estates. Since the Trustee’s appointment, I have been focused on working to stabilize the businesses and construct books and records.

4. I submit this declaration (the “Declaration”) in support of the *Chapter 11 Trustee’s Motion for Entry of an Order (I) Authorizing the Rejection of the Tangible Play Agreement Effective as of July 1, 2025; and (II) Granting Related Relief* (the “Motion”). I am familiar with the contents of the Motion (including its exhibits) and the facts and circumstances surrounding the rejection of the executory contracts and abandonment of the assets contemplated therein. All facts and circumstances described in the Motion are true to the best of my knowledge and belief.

5. Except as otherwise indicated herein, all facts set forth in this Declaration are based on my personal knowledge or my opinion based on my experience and the information available to me. Subject to the foregoing, if called upon to testify, I would testify competently to the facts set forth in this Declaration.

6. Debtor Tangible Play’s business involves developing and selling a variety of educational gaming products, including its well-known Osmo line of products, which use a combination of physical and digital components to engage children in augmented reality-based educational games and experiences.

7. Prior to the Petition Date, to facilitate the procurement, storage, and distribution of Tangible Play’s product inventory to customers around the world, Tangible Play entered into the Agreement with 3PL Central LLC (“3PL”) for inventory management storage and other related services.

8. Under the Agreement, Tangible Play is billed on a monthly basis at a rate of approximately \$2,375.00 per month for those services.

9. In the Trustee's business judgment,² Tangible Play has abandoned all of its inventory. *See Order (I) Authorizing the Rejection of Tangible Play Logistics Services Agreements and Abandonment of Related Personal Property Effective as of April 21, 2025; and (II) Granting Related Relief* [D.I. 678].

10. Thus, because the Agreement has no value to Tangible Play's estate, the Trustee has determined that rejecting the Agreement is in the best interest of the same.

11. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the contents of the foregoing Declaration are true and correct to the best of my information and belief.

Dated: July 1, 2025

/s/ Jacob Grall
Jacob Grall

² See Chapter 11 Trustee's Omnibus Motion for Entry for an Order (I) Authorizing the Rejection of Tangible Play Logistics Services Agreements and Abandonment of Related Personal Property Effective as of April 21, 2025; and (II) Granting Related Relief [D.I. 645] for a more detailed discussion as to reason for the abandonment of Tangible Play's inventory.