

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

In re:

FOOD52, INC.,¹

Debtor.

Chapter 11

Case No. 25-12277 (LSS)

Ref. Docket No. __

**THIRD (3RD) OMNIBUS ORDER AUTHORIZING (I) REJECTION OF CERTAIN
EXECUTORY CONTRACTS, EFFECTIVE AS OF FEBRUARY 16, 2026,
AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the above-captioned debtor and debtor in possession (the “**Debtor**”) for the entry of an order (this “**Order**”) authorizing the Debtor to reject the Rejected Contracts set forth on **Exhibit 1** to this Order, effective as of February 16, 2026 (the “**Rejection Date**”), and granting related relief, all as more fully set forth in the Motion; and upon consideration of the record of this chapter 11 case; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required except as otherwise provided herein; and it appearing that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court, if any; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtor, its estate, and

¹ The Debtor in this chapter 11 case is Food52, Inc. and the last four digits of the Debtor’s federal tax identification number are 2738. For the purpose of this chapter 11 case, the Debtor’s service address is 1 Dock 72 Way, 13th Floor, Brooklyn, New York 11205.

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



its creditors; and after due deliberation and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**, as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtor, with such rejection being effective as of the Rejection Date.
3. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
4. If the Debtor has deposited monies with a Counterparty to a Rejected Contract set forth on **Exhibit 1** hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.
5. Any person or entity that holds a claim that arises from the Rejected Contracts must file a proof of claim based on such rejection by 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days following service of this Order.
6. Nothing in this Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority, or amount of any claim against the Debtor and its estate; or (c) shall be construed as a promise to pay any claim.
7. The Debtor is authorized to take any and all actions necessary to effectuate the relief granted herein.

8. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: March 9th, 2026
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Rejected Contracts

Contract Description	Counterparty Name	Address	Contract Name	Date
Marketing Agreement	Aimee Miller LLC	Address on file	Design Services, License, and Royalty Agreement	3/17/2023
Marketing Agreement	Amanda Jane Jones	Address on file	Artist Agreement	3/12/2021
Marketing Agreement	Anisa Makhoul	Address on file	LICENSING AGREEMENT	7/1/2024
IT Agreement / License	CDW LLC	200 North Milwaukee Avenue Vernon Hills, IL 60061	IT Agreement for Adobe, Mimecast, Cisco	11/29/2023
Marketing Agreement	Clare V, LLC	3012 Worthen Ave., Los Angeles, CA 90039 United States	Joint Marketing Agreement	
Services Agreement	Connor Group International LLC	990 South Rock Boulevard Suite F Reno, NV 89502	Buying Agency Agreement	4/17/2024
Maintenance / Service Contract	Dash Hudson Inc	1668 Barrington St Unit 600 Halifax, NS B3J 2A2 Canada	Service Agreement	
IT Agreement / License	DocuSign, Inc	14800 Frye Road Fort Worth, TX 76155	Order Agreement	2/1/2025
Marketing Agreement	Egg Press Thistle	100 NE Farragut Street Suite G01, Portland, OR	Spring 2016 Collection Agreement	1/19/2016
Maintenance / Service Contract	Feedonomics Holdings LLC	21011 Warner Center Lane Suite A Woodland Hills, CA 91367	Premier Advertising Feed Services	6/24/2025
IT Agreement / License	Figma	760 Market Street Floor 10 San Francisco, CA 94102	Agreement	
IT Agreement / License	Fivetran Inc	1221 Broadway, Suite 2400 Oakland, CA 94612	Service Order Form	10/19/2025
Marketing Agreement	Folk PDX LLC	5540 Southeast Long Street, Portland, OR 97206	Kyoto Collection Agreement	
IT Agreement / License	GoEngineer, Inc.	739 East Fort Union Blvd Midvale, UT 84047	Service Agreement	11/2/2025
Services Agreement	Google Ads	1600 Amphitheatre Pkwy Mountain View, CA 94043	Agreement	
Employment Agreement	Heidi Robinson	Address on file	Employment Agreement	9/25/2025
Services Agreement	ID.me, LLC	8280 Greensboro Drive, Ste. 800, McLean, VA 22102	Verification Services Agreement	10/26/2025
Marketing Agreement	International Business Machines Corporation	New Orchard Road, Armonk, NY 10504	Trademark License Agreement	12/1/2011
Marketing Agreement	Jim Golden	Address on file	Artist Agreement	12/11/2019
Marketing Agreement	Katerine Watson	Address on file	ASSIGNMENT AND ROYALTY AGREEMENT	3/31/2023
Marketing Agreement	Leah Giberson	Address on file	Fall 2022 Launch - Artist Agreement	11/11/2021
Marketing Agreement	Melissa Lakey LLC c/o The Jacky Winter Group LLC	228 Park Ave S; PMB 66862, New York, NY, 10003-1502	LICENSING AGREEMENT	7/23/2024
Services Agreement	Meta	1 Meta Way Menlo Park, CA 94025	Agreement	

Marketing Agreement	Nash Martinez	Address on file	EXCLUSIVE LIGHTING DESIGN LICENSE AGREEMENT	3/1/2021
Maintenance / Service Contract	Partnerize	Performance Horizon Inc. DBA BrandVerity 900 Rutter Avenue Forty Fort, PA 18704	Service Agreement	3/1/2021
Marketing Agreement	Rachel Murray LLC	Address on file	Design Services, License, and Royalty Agreement	7/30/2025
Logistics and Warehousing Agreement	Radial, Inc.	935 First Avenue King of Prussia, PA 19406	Logistics and Warehousing Master Services Agreement with Radial, Inc.	8/1/2025
Marketing Agreement	Roll & Hill LLC	6192 Valduga Dr SW, Byron Center, MI 49315	Design License Agreement	12/19/2022
IT Agreement / License	Sailthru Inc.	11 Lea Ave Nashville, TN 37210	Order Form	6/1/2024
IT Agreement / License	SPS Commerce, Inc	PO Box 205782 Dallas, TX 75320	Scope and Proposal Order Form	3/24/2024
Maintenance / Service Contract	Taskus Holdings Inc	TaskUS Inc. 1650 Independence Dr Ste 100 New Braunfels, TX 78132	Master Service Agreement and subsequent scope of works	1/16/2024
Marketing Agreement	Tovin Design Limited (Blake Tovin)	70 S. Franklin St. Nyack, NY 10960	DESIGN LICENSE AGREEMENT	12/1/2022
Services Agreement	Verizon	1095 Avenue of the Americas New York, NY 10036	Agreement	
IT Agreement / License	VistaVu Solutions Ltd	15015 Westheimer Pkwy., Suite D3-170 Houston, TX 77082	Order Form	12/1/2025
IT Agreement / License	Yotpo Inc	400 Lafayette Street 4th Floor New York, NY 10003	Subscription Agreement	4/29/2024
IT Agreement / License	Zendesk, Inc.	181 Fremont St. San Francisco, CA 94105	Service Order Form	2/17/2023