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<p><b>UNITED STATES BANKRUPTCY COURT  DISTRICT OF NEW JERSEY</b></p>
<p>In re:  UNITED SITE SERVICES, INC., <i>et al.</i>,    Debtors.</p>

Chapter 11  
Case No. 25-23630 (MBK)  
(Jointly Administered)

**ORACLE AMERICA, INC.’S CURE OBJECTION AND RESERVATION OF RIGHTS  
REGARDING DEBTORS’ SECOND AMENDED JOINT PREPACKAGED PLAN OF  
REORGANIZATION OF UNITED SITE SERVICES, INC. AND ITS DEBTOR  
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE  
(“RIGHTS RESERVATION”)**

Oracle America, Inc., successor in interest to NetSuite, Inc. (“**Oracle**”), a creditor and contract counter-party in the above-captioned Chapter 11 cases, submits this Rights Reservation in response to the proposed assumption of Oracle’s contracts in connection with the *Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 291] (“**Plan**”) filed by United Site Services, Inc., et. al. (“**Debtors**”). In support of the Rights Reservation, Oracle states:

**I. INTRODUCTION**

Through the Plan, the Debtors seek Bankruptcy Court authority to, among other things, assume the executory contracts between the Debtors and Oracle. As discussed herein, Oracle objects to the proposed assumption of its agreements solely because the Debtors have neither cured all outstanding amounts owed under the contracts, nor provided adequate assurance that



such amounts will be paid. Accordingly, on this limited basis, Oracle objects and reserves all of its rights regarding the Debtors' proposed assumption of Oracle's contracts.

## II. FACTUAL BACKGROUND

The above captioned case was filed on December 29, 2025 ("**Petition Date**"), and an order directing joint administration was entered shortly thereafter. The Debtors continue to operate as debtors in possession.

Oracle is a licensor of computer software and, pursuant to agreements, provides software-related products, technical support, maintenance, educational materials, and programs, as well as cloud-based and point of sale services, which Oracle often customizes for the customer's specific needs. Oracle and the Debtors entered into several agreements for cloud based services ("**Oracle Agreements**").

On January 15, 2026, the Debtors filed the Plan, which provides for assumption of all executory contracts (unless specifically assumed, assumed and assigned or rejected). The Plan states as follows:

Except as otherwise provided in this Plan, each Executory Contract and Unexpired Lease shall, subject to the consent of the Required Consenting Second-Out Creditors (which shall not be unreasonably withheld, delayed, or conditioned), be deemed assumed without the need for any further notice to or action, order, or approval of the Court as of the Effective Date, and the Debtors' rights under each Executory Contract or Unexpired Lease shall vest in the applicable Reorganized Debtors, unless such Executory Contract or Unexpired Lease (a) was previously assumed, amended and assumed, assumed and assigned, or rejected by the applicable Debtors; (b) previously expired or was terminated pursuant to its own terms; (c) is the subject of a motion to reject such Executory Contract or Unexpired Lease that is pending on the Effective Date; or (d) is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases (if any).....

Plan, Art. V.A.

The Debtors indicate that the cure for each of the assumed contracts is \$0.00 unless (a) the Plan expressly provides otherwise, (b) a final Order is entered allowing the cure in a different amount, or (c) the reorganized Debtors otherwise agree to allow a cure in a different amount. *See*, Plan, Art V.B.

Any dispute regarding assumption, assumption and assignment or cure costs proposed to be paid by the Debtors must be filed with the Court on or before twenty (20) days after the Effective Date. *See*, Plan, Art V.B.

On March 5, 2026, the Debtors filed a *Notice of (I) Entry of an Order Approving the Adequacy of the Disclosure Statement and Confirming the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services, Inc., and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code and (II) Occurrence of the Effective Date* [Dkt. No. 384] (“**Notice**”). Pursuant to the Notice, the Plan went effective on March 3, 2026 (“**Effective Date**”).

No Oracle Agreements were previously assumed, assumed and assigned or rejected and no Schedule of Rejected Contracts was filed. Therefore, Oracle has concluded that the Debtors intend to assume their entire contractual relationship with Oracle through the Plan.

However, to do so, the Debtors must pay all sums owed in cure, including any post-petition amounts which may have come due under the Oracle Agreements. As of filing this Rights Reservation, Oracle is owed not less than \$254,187.12<sup>1</sup>, as follows:

Invoice No.	Invoice Date	Invoice Amount
2417942	2/25/26	\$251,738.00
2390310	1/31/26	\$ 2,449.12

### III. ARGUMENT

#### A. **The Debtors May Not Assume the Oracle Agreements Absent Oracle’s Consent Because The Agreements Pertain To One Or More Licenses Of Intellectual Property.**

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

The trustee may not assume or assign any executory contract ... of the debtor ... if (1)(A) applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor ...,

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<sup>1</sup> Invoice 2417942 is due after the Effective Date. However, out of an abundance of caution, it is including this invoice in its Rights Reservation.

whether or not such contract or lease prohibits or restricts assignment of rights or delegation of duties; and (B) such party does not consent to such assumption or assignment.

11 U.S.C. § 365(c).

Federal law makes non-exclusive intellectual property licenses non-assignable absent consent of the licensor. *See In re Catapult Entertainment, Inc.*, 165 F.3d 747 (9th Cir. 1999), *cert. dismissed*, 528 U.S. 924 (1999) (patent law renders non-exclusive patent licenses personal and non-assignable under Bankruptcy Code § 365(c)(1)); *In re Sunterra Corp.*, 361 F.3d 257, 271 (4th Cir. 2004) (holding that a debtor was statutorily barred by § 365(c)(1) from assuming a computer software license where contract counterparty did not consent to the assumption); *see also In re Trump Entm't Resorts, Inc.*, 526 B.R. 116, 126 (Bankr. D. Del. 2015) (“Non-exclusive patent and copyright licenses create only personal and not property rights in the licensed intellectual property and so are not assignable.”); *In re Rupari Holding Corp.*, 573 B.R. 111, 119 (Bankr. D. Del. 2017) (holding that the debtor could not assume and assign a trademark license without the consent of the non-debtor licensor).

The Oracle Agreements are, or pertain to, non-exclusive licenses of copyrighted software. Therefore, the Debtors must obtain Oracle’s consent before seeking to assume the Oracle Agreements. At this time, for the limited reasons discussed, Oracle does not consent to Debtors’ assumption of the Oracle Agreements.

**B. To Assume the Oracle Agreements, the Debtors Must Cure All Arrearages.**

Before assuming an unexpired executory contract, a debtor must (1) cure (or provide adequate assurance of a prompt cure of) any defaults under the subject contracts, and (2) provide adequate assurance of future performance under the contract. *See* 11 U.S.C. § 365(b)(1). Absent the foregoing, a debtor may not assume an executory contract.

At present, Oracle believes that the cure amount is not less than \$254,187.12. Absent Debtors’ cure of the outstanding amounts due Oracle, the Debtors may not assume Oracle’s agreements.

**C. Unless the Debtors Provide Adequate Assurance of Future Performance, the Court Should Not Permit Assumption of Oracle's Contracts.**

In addition to requiring that defaults be cured, Section 365(b)(2) of the Bankruptcy Code obligates a debtor to provide adequate assurance of future performance under the contract before the executory contract may be assumed. *See* 11 U.S.C. § 365(b)(2). In light of the Debtors' failure to provide either adequate assurance of prompt payment of the cure of future performance under the Oracle Agreements, Oracle is unable to determine whether Debtors have complied, or will comply, with all of the requirements of section 365(b) of the Bankruptcy Code. Accordingly, Oracle reserves its rights to be heard regarding all assumption and cure issues.

**IV. CONCLUSION**

For the reasons set forth above, Oracle respectfully requests that the Court deny the Debtors' request for authority to assume any Oracle contract absent cure of all outstanding amounts due and owing to Oracle, and provision of adequate assurance regarding the proposed assumptions.

Dated: March 23, 2026

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 23, 2026, I served a copy of ORACLE AMERICA, INC.’S CURE OBJECTION AND RESERVATION OF RIGHTS REGARDING DEBTORS’ SECOND AMENDED JOINT PREPACKAGED PLAN OF REORGANIZATION OF UNITED SITE SERVICES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (“RIGHTS RESERVATION”) on the parties listed on the below service list via email containing a pdf of the document. In addition, the parties entitled to receive notice by the Court’s CM-ECF system were sent an email notification of such filing by the Court’s CM-ECF System. For parties listed under Regular mail, a paper copy of the above document was mailed in a sealed envelope with postage pre-paid and addressed as listed below (delete, if inapplicable).

/s/ Hannah Rice

SERVICE LIST

By CM-ECF -

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