Docket #3052 Date Filed: 11/23/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
MARELLI AUTOMOTIVE LIGHTING USA LLC, *et al.*,	**Case No. 25-11034 (CTG)**
Debtors.	**(Jointly Administered)**
	Hearing Date: December 8, 2026 at 10:00 AM **Objection Date: November 23, 2026 at 4:00 PM**
	Docket Nos. 2851 & 3027

ORACLE AMERICA, INC.'S CURE AND ASSUMPTION OBJECTION AND RESERVATION OF RIGHTS REGARDING DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION OF MARELLI AUTOMOTIVE LIGHTING USA LLC AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE ("RIGHTS RESERVATION")

Oracle America, 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 *Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 2851] ("**Plan**") filed by Marelli Automotive Lighting USA LLC, et. al. ("**Debtors**"). In support of the Rights Reservation, Oracle states.

I. INTRODUCTION

1. Through the Plan, it appears that 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 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 to, and reserves its rights regarding, the Debtors' proposed assumption of Oracle's contracts.

II. FACTUAL BACKGROUND

2. The above captioned case was filed on June 11, 2025 ("**Petition Date**"), and an order directing joint administration was entered shortly thereafter. The Debtors continue to operate as debtors in possession.

3. 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. Prior to the Petition Date, Oracle and the Debtors entered into several agreements for cloud based services ("**Oracle Agreements**").

4. On October 16, 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 or otherwise agreed to by the Debtors and the counterparty to an Executory Contract or Unexpired Lease, all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected in the Chapter 11 Cases, shall be deemed assumed by the Reorganized Debtors, effective as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; or (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date or which the requested effective date of such rejection is after the Effective Date. Except as otherwise provided in this Plan, the Debtors shall assume, assume and assign, or reject, as the case may be, Executory Contracts and Unexpired Leases set forth in the applicable Schedules in the Plan Supplement.

Plan Art. V.A.

5. On November 16, 2026, the Debtors filed a *Notice of Filing of Plan Supplement* [Dkt. No. 3027] ("**Plan Supplement**"). No Oracle Agreements were previously assumed, assumed and assigned or rejected and the Schedule of Rejected Contracts attached as Exhibit "C"

to the Plan Supplement did not change that posture. The Plan Supplement's Schedule identified no contracts for rejection, instead indicating only that such a list is "To Be Filed".

6. As of the date of fling this Rights Reservation the Schedule of Rejected Contracts still has not been filed. Therefore, at present, since no contracts have been identified for rejection, Oracle surmises that the Debtors intend to assume their entire contractual relationship with Oracle through the Plan.

7. 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 the date of its filing of this Rights Reservation, Oracle is owed not less than $10,754.16, representing the amounts owed under Invoice #101985490.

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.

8. 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 ..., 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).

9. 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).

10. 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.

11. 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.

12. At present, Oracle believes that the cure amount is not less than $10,754.16. 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.

13. 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 or of future

performance under the contract, 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 right to be heard regarding all assumption and cure issues.

IV. CONCLUSION

14. 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: November 23, 2026
Wilmington, Delaware

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CERTIFICATE OF SERVICE

I, James E. Huggett, hereby certify that on November 23, 2026, I served a copy of *Oracle America, Inc.'s Cure and Assumption Objection and Reservation of Rights Regarding Debtors' Amended Joint Plan of Reorganization of Marelli Automotive Lighting USA LLC and Its Debtor Affiliates Pursuant to Chapter 11 of The Bankruptcy Code ("Right Reservation")* on the parties listed on the attached Service List via electronic mail, where available.

/s/ James E. Huggett
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BY ECF

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