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*Proposed Co-Counsel to the Debtors and
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Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

THRASIO HOLDINGS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**NOTICE OF HEARING ON DEBTORS' FIRST OMNIBUS
MOTION FOR ENTRY OF AN ORDER AUTHORIZING
(I) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND (II) ABANDONMENT OF CERTAIN PERSONAL
PROPERTY, IF ANY, EACH EFFECTIVE AS OF THE REJECTION DATE**

¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



PLEASE TAKE NOTICE that a hearing on the *Debtors' First Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Executory Contracts and Unexpired Leases and (II) Abandonment of Certain Personal Property, If Any, Each Effective as of the Rejection Date* (the "Motion") will be held on **March 27, 2024, at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "Hearing"), before the Honorable Christine M. Gravelle, United States Courthouse, 402 East State Street, Courtroom 3, Trenton, New Jersey 08608.

PLEASE TAKE FURTHER NOTICE that the hearing on the Motion will be conducted remotely. Instructions to access the remote hearing can be found on the website for the Debtors' claims and noticing agent at: www.kccllc.net/Thrasio. Parties wishing to be heard must submit a presenter request to chambers_of_cmg@njb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that the Motion sets forth the relevant legal and factual bases upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion is also submitted herewith.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002* (the "General Order"), and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Court) and, by all other parties in interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General

Order and the Supplemental Commentary so as to be received no later than **March 20, 2024, at 4:00 p.m. (prevailing Eastern Time).**

PLEASE TAKE FURTHER NOTICE that only those responses or objections that are timely, filed, served, and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by the Debtors.

PLEASE TAKE FURTHER NOTICE that, unless responses are timely and properly filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d), and the relief requested may be granted without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Kurtzman Carson Consultants LLC at www.kccllc.net/Thrasio. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank]

Dated: March 6, 2024

/s/ Michael D. Sirota

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

THRASIO HOLDINGS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**DEBTORS' FIRST OMNIBUS MOTION
FOR ENTRY OF AN ORDER AUTHORIZING
(I) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES AND (II) ABANDONMENT OF CERTAIN PERSONAL
PROPERTY, IF ANY, EACH EFFECTIVE AS OF THE REJECTION DATE**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (the “Motion”):²

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”) authorizing the Debtors to (i) reject certain executory contracts (each, a “Contract” and collectively, the “Contracts”) and unexpired leases (each, a “Lease” and collectively, the “Leases”) identified on Schedule 1³ to **Exhibit A** and (ii) abandon certain equipment, fixtures, furniture, or other personal property that may be located at any premises and not otherwise transitioned to another location (collectively, the “Personal Property”), each effective as of the later of (x) the rejection date listed on Schedule 1 to the Order and (y) the date the Debtors have surrendered the premises to the landlord via delivery of the keys, key codes, or alarm codes to the premises, as applicable, to the applicable lease counterparty, or, if not delivering such keys or codes, providing notice that the landlord may re-let the premises (the “Rejection Date”).

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a

² A description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Josh Burke, Chief Financial Officer of Thrasio Holdings, Inc., in Support of First Day Motions* (the “First Day Declaration”) [Docket No. 38]. Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

³ The Debtors reserve the right to amend Schedule 1 to the Order by removing certain Contracts and Leases from such exhibit prior to the hearing on this Motion.

final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a), 365(a), and 554 of title 11 of the United States Code (the “Bankruptcy Code”), rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 9013-1 and 9013-5 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

5. On February 28, 2024 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On the March 1, 2024, the Court entered an order [Docket No. 64] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

Contracts and Leases to be Rejected

6. In connection with their restructuring efforts, the Debtors, with the assistance of their advisors, undertook a comprehensive review of their executory contracts and unexpired leases to identify contracts and leases that are no longer necessary for the Debtors’ operational needs or that are otherwise financially burdensome. The Contracts and Leases, as set forth on Schedule 1 to Exhibit A, fall in one or both of these categories. Through these chapter 11 cases, the Debtors seek to, among other things, streamline their operations and eliminate unnecessary fixed costs to increase go-forward strategic flexibility. The Debtors have determined, in their business judgment,

that rejecting the Contracts and Leases as provided herein furthers these goals and that the costs associated with attempting to assign the Contracts and Leases exceed any potential benefit that may be realized from potential assignments. Accordingly, in an effort to reduce postpetition administrative costs and in the exercise of the Debtors' business judgment, the Debtors seek authority to reject the Contracts and Leases effective as of the Rejection Date. Rejection as of the Rejection Date is appropriate to limit administrative costs associated with Contracts and Leases that the Debtors, after due consideration, have determined to reject.

Personal Property to be Abandoned

7. Additionally, before the Debtors vacate any property, the Debtors will evaluate the remaining Personal Property located therein and determine whether (a) the Personal Property is of inconsequential value or (b) the cost of removing and storing the Personal Property for future use, marketing, or sale exceeds its value to the Debtors' estates.

8. The Debtors submit that any Personal Property remaining at any property in which the Lease has expired or been terminated as of the Rejection Date (each a "Vacant Property") is either of inconsequential value to the Debtors' estates or that the costs to the Debtors of retrieving, marketing, and reselling the Personal Property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property. For the avoidance of doubt, the Debtors seek to abandon such Personal Property pursuant to section 554 of the Bankruptcy Code.

9. Accordingly, to reduce postpetition administrative costs and in the exercise of the Debtors' sound business judgment, the Debtors believe that the abandonment of the Personal Property as of the Rejection Date is appropriate and in the best interests of the Debtors, their estates, and their creditors.

Basis for Relief

I. Rejection of the Contracts and Leases Is Justified by the Debtors' Sound Business Judgment.

10. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may . . . reject any executory contract or unexpired lease of the debtor.” 11 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 debtor. *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). Courts generally will not second-guess a debtor’s business judgment concerning the rejection of an executory contract or unexpired lease. *See In re Trans World Airlines*, 261 B.R. 103, 121 (Bankr. D. Del. 2003). The “business judgment” test merely requires a showing that rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *Id.* (“A debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of ‘bad faith, or whim or caprice’”) (quoting *Wheeling-Pittsburgh Steel Corp. v. W. Penn Power Co (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845 (Bankr. W.D. Pa. 1987)); *In re Trans World Airlines, Inc.*, No. 01-0056, 2001 Bankr. LEXIS 722, at *7–8 (Bankr. D. Del. Mar. 16, 2001) (noting that the standard under section 365 requires consideration of the benefit of the rejection to the debtor’s estate).

11. Rejection of a contract or unexpired lease is appropriate where such rejection would benefit the estate. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39–40 (3d Cir. 1989). Upon finding that a debtor has exercised its 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 Fed. Mogul Glob., Inc.*, 293 B.R. 124, 126 (D. Del. 2003); *In re Bradlees Stores, Inc.*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996), *appeal dismissed*, 210 B.R. 506 (S.D.N.Y. 1997); *In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”).

12. The Debtors, in an exercise of their sound business judgment, have determined that the Contracts and Leases are neither compatible with the Debtors’ ongoing business needs nor a source of potential value for the Debtors’ future operations, creditors, or other parties in interest. Absent rejection, the Contracts and Leases impose ongoing obligations on the Debtors and their estates that constitute an unnecessary drain on the Debtors’ resources. Accordingly, to avoid incurring additional unnecessary expenses associated with the Contracts and Leases, the Debtors seek to reject the Contracts and Leases.

II. Rejection of the Contracts and Leases Effective as of the Rejection Date Is Appropriate.

13. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See 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”); *see also In re CCI Wireless, LLC*, 297 B.R. 133, 138 (D. Colo. 2003) (noting that section 365 “does not prohibit the bankruptcy court from allowing the rejection of [leases] to apply retroactively”). 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 that “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”); *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)”); *CCI Wireless*, 297 B.R. at 140 (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”); *BP Energy Co. v. Bethlehem Steel Corp. (In re Bethlehem Steel Corp.)*, No. 03-6419, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (“We cannot conclude . . . that a bankruptcy court’s assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.”); *see also In re At Home Corp.*, 392 F.3d 1064, 1065–66 (9th Cir. 2004) (holding “that a bankruptcy court may approve retroactively the rejection of an unexpired nonresidential lease”).

14. The balance of the equities favors the relief requested herein. The Debtors, with the assistance of their advisors, have decided to reject the Contracts and Leases only after thoroughly reviewing all the Contracts and Leases, analyzing their costs and benefits, and determining that the Contracts and Leases are no longer beneficial to their estates. For certain of the Contracts and Leases, without a retroactive date of rejection, the Debtors could be forced to incur unnecessary costs and contractual obligations in connection with such Contracts and Leases that provide no benefit to the Debtors’ estates. Moreover, the counterparties to the Contracts and Leases (each a “Counterparty” and collectively, the “Counterparties”) will not be unduly prejudiced if the rejection is deemed effective as of the Rejection Date. The Debtors will promptly serve notice of this Motion on each of the Counterparties, each of whom will have a sufficient opportunity to respond. Furthermore, service of this Motion is an unequivocal expression of the Debtors’ intention to reject the Contracts and Leases, and the Debtors hereby certify that they will

not withdraw this Motion as to any of the Contracts and Leases without the consent of the applicable Counterparty.

15. Courts in this and other jurisdictions have approved relief similar to that requested herein. *See, e.g., In re WeWork Inc., et al.*, No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 29, 2023) (authorizing rejection of unexpired leases and executory contracts effective as of the petition date or another specified date); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Oct. 16, 2023) (authorizing rejection of unexpired leases effective as of a specified date); *In re Cxytera Techs., Inc., et al.*, No. 23-14853 (JKS) (Bankr. D.N.J. July 19, 2023) (authorizing rejection of certain executory contracts as of a specified date); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VPF) (Bankr. D.N.J. May 17, 2023) (authorizing rejection of unexpired leases effective as of a specified date); *In re David's Bridal, LLC, et al.*, No. 23-13131 (CMG) (same).⁴

16. Accordingly, the Debtors respectfully submit that the Court deem the Contracts and Leases rejected effective as of the Rejection Date.

III. Abandonment of Any Personal Property Located at the Vacant Properties is Authorized by Section 554(a) of the Bankruptcy Code.

17. Section 554(a) of the Bankruptcy Code provides that, “[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a); *see also In re Wilson*, 94 B.R. 886, 888 (Bankr. E.D. Va. 1989) (“It is well settled, however, that a trustee is not obligated to accept onerous or unprofitable property surrendered as part of the estate, and may abandon property that is ‘burdensome’ or ‘of inconsequential value and benefit’ under § 554 of the Code.”) (internal citations omitted). The right to abandon property is virtually unfettered, unless:

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

(a) abandonment of the property will contravene laws designed to protect public health and safety; or (b) the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

18. The Debtors submit that any Personal Property left at any of the Vacant Properties is of inconsequential value to the Debtors' estates, or the costs to the Debtors of retrieving, marketing, and reselling the Personal Property will exceed the recoveries, if any, that the Debtors and their estates could reasonably obtain in exchange for such property. This Court previously approved similar relief in other chapter 11 cases involving retail debtors. *See, e.g., In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 29, 2023) (authorizing the abandonment of certain personal property); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D. N.J. May 18, 2023) (same); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D. N.J. May 17, 2023) (same); *In re L'Occitane, Inc.*, No. 21-10632 (MBK) (Bankr. D. N.J. Jan. 28, 2021) (same); *In re SLT Holdco, Inc.*, No. 20-18368 (MBK) (Bankr. D. N.J. July 10, 2020) (same).⁵

19. Accordingly, the Debtors have determined, in the exercise of their sound business judgment, that abandonment of any Personal Property will be in the best interest of the Debtors and their estates.

Waiver of Memorandum of Law

20. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

⁵ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

Reservation of Rights

21. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume or adopt, any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

No Prior Request

22. No prior request for the relief sought in this Motion has been made to this Court or any other court.

Notice

23. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the Office of the United States Trustee for the District of New Jersey; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group; (d) counsel to the Administrative Agent

under the Revolving Credit Facility; (e) the United States Attorney's Office for the District of New Jersey; (f) the Internal Revenue Service; (g) the attorneys general in the states where the Debtors conduct their business operations; (h) the U.S. Securities and Exchange Commission; (i) the Counterparties; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit A**, and granting such other relief as is just and proper.

Dated: March 6, 2024

/s/ Michael D. Sirota

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Exhibit A

Proposed Order

Caption in Compliance with D.N.J. LBR 9004-1(b)

| | |
|--|-------------------------|
| UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY | |
| In re: | Chapter 11 |
| THRASIO HOLDINGS, INC., <i>et al.</i> , | Case No. 24-11840 (CMG) |
| Debtors. ¹ | (Jointly Administered) |

**ORDER AUTHORIZING (I) REJECTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND (II) ABANDONMENT OF
ANY PERSONAL PROPERTY, EACH EFFECTIVE AS OF THE REJECTION DATE**

The relief set forth on the following pages, numbered three (3) through six (6), is
ORDERED.

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Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING (I) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE AS OF THE REJECTION DATE

Upon the *Debtors' First Omnibus Motion for Entry of an Order Authorizing (I) Rejection of Certain Executory Contracts and Unexpired Leases and (II) Abandonment of Certain Personal Property, If Any, Each Effective as of the Rejection Date* (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) authorizing the Debtors to reject certain executory contracts and unexpired leases identified on **Schedule 1** to **Exhibit A** (collectively, the "Contracts and Leases") (b) authorizing the Debtors to abandon any Personal Property located at any such property locations, each effective as of the Rejection Date, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

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

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING (I) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE AS OF THE REJECTION DATE

1. The Motion is **GRANTED** as set forth herein.
2. Each of the Contracts and Leases set forth on **Schedule 1** attached hereto is rejected effective as of the Rejection Date.
3. The Debtors shall not be liable for any additional costs or expenses arising after the Rejection Date with respect to the Contracts and Leases.
4. The Debtors are authorized to abandon any Personal Property located at the Vacant Properties free and clear of all liens, claims, encumbrances, interests, and rights of third parties.
5. Any Personal Property located at the Vacant Properties is deemed abandoned, as of the Rejection Date, free and clear of all liens, claims, encumbrances, interests, and rights of third parties. And the counterparties to the Leases may dispose of such Personal Property in their sole and absolute discretion and without further notice or order of this Court without liability to the Debtors or third parties so long as the premises have been vacated by the Debtors. The automatic stay, to the extent applicable, is modified to allow for such disposition.
6. Notwithstanding any other provision of this Order, (a) the Debtors are not authorized to abandon, and are directed to remove, any hazardous materials as defined under applicable law from any leased premises as and to the extent they are required to do so by applicable law and (b) to the extent the Debtors seek to abandon personal property that contain any “personally identifiable information,” as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors’ employees and/or customers, or any other individual (the “Confidential Information”), the Debtors shall remove the Confidential Information from such personal property before abandonment.

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

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7. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority of, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Order; (e) a request or authorization to assume or adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

1. Notwithstanding anything to the contrary contained in the Motion or this Order, any payment to be made, obligation incurred, or relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to and in compliance with, the requirements imposed on the Debtors under the terms of each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Secured Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Granting Adequate Protection,*

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Debtors: THRASIO HOLDINGS, INC., *et al.*

Case No. 24-11840 (CMG)

Caption of Order: ORDER AUTHORIZING (I) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH EFFECTIVE AS OF THE REJECTION DATE

(V) Modifying the Automatic Stay, and (VI) Scheduling a Final Hearing [Docket No. 39] (the “DIP Orders”), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of the DIP Orders.

8. 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.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

11. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

12. Any party may move for modification of this Order in accordance with Local Rule 9013-5(e).

13. The Debtors shall serve a copy of this Order on all required parties pursuant to Local Rule 9013-5(f).

14. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Rejected Contracts and Leases

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|---|---|---|-----------------------|
| Austin Johnson | IdeaStream Consumer Products, LLC | Endorsement Agreement | N/A | 2/28/24 |
| Michael Hartman | Thrasio, LLC | Termination and Release Agreement | N/A | 2/28/24 |
| Misha Masha LLC | Thrasio, LLC | Amendment #1 and Joinder to Termination and Release Agreement | N/A | 2/28/24 |
| TMC 100 Elm, LLC | Thrasio, LLC | Amended and Restated Lease Agreement | Miscellaneous FF&E; and/or office fixtures. | 4/30/24 |
| Two Friends Realty LLC | Thrasio, LLC | Office Lease | Miscellaneous FF&E; and/or office fixtures. | 3/31/24 |
| Fulcrum Digital Inc. | Thrasio, LLC | Sublease | N/A | 3/31/24 |
| 3 Paleo 5, Inc. Wai Chan | Cinnabar Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Active Pets Ltd Bar Gold Snir Zalmanson Stav Fiskus | CAYENNE SOLUTIONS, INC. | Asset Purchase Agreement | N/A | 2/28/24 |
| Stelucca Solutions Inc. Wilson Neiva Dos Santos | Assassin Bug Industries, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Gazueros LTD. Moolaka, L.I. LTD. Dan Trichter Gilad Fuerst | Crawfish Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| St. George Group, Inc. Empire Flippers, LLC Adam St. George Tracey St. George | Angor-Pet Thrasio Two, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Anshar PTY LTD. Anthony Buchalka Sharda Mudaliar | Spicy Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Mettle Elan LLC Matthew Chang | Jasper Gesture, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Spparx, Inc. Shir Ringel Shlomi Ringel | Corn Snake Surprises, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|---|--------------------------|--|----------------|
| Net Success Group Limited Brett Kraiger Fiona Kraiger | Marmalade Movements, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Feriga Designs, LLC Ricardo Fernandez, Inc. Ricardo Fernandez Feriga Designs, LLC | Lace Decisions, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| DWC Enterprise, Inc. Daniel Choi | Orange Hope, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Bean Envy, LLC Robb Green | Magenta Peel Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Beard Bibs, LLC Viraj Patel | Orange Crush Organization, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Noll Enterprises, Inc. IENJOY, LLC Sean Noll | Thrasio, LLC; 25 Thrasio Twenty Five, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| DYG AQUA PTY LTD Thomo Products Ltd Deborah Thompson Philip Thompson | Persimmon Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| BenStores, Inc. Matthew Van Camp | Strawflower Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Exerscribe, Inc. Exerscribe IP LLC Kusha Karvandi Kelley Karvandi | Orangutan Organization, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Desserts by Me LLC Andrew Pancar | Scarlet Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Quantum Growth SRL IP Growth SRL Bogdan Editoiu | 6 Thrasio Six, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| BISSELL Homecare, Inc. BISSELL Better Life, LLC | MANGO WONDER, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Med-On-Call, LLC Sanju Zachariah Empire Flippers, LLC | 8 Thrasio Eight, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Chatham Pond Group, LLC' Sanjay Ahuja Jason Hembrey Adam Greenfield | Shortbread Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|---|--|--|--|----------------|
| BRIMMA, LLC Michael Branover Adi Branover | Harley Orange, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Toy Barn Enterprises, LLC David Noteware Shari Noteware | Habanero Pepper Projects, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Bristols 6, Inc. Christine Benidt Danielle Beck | Thrasio, LLC; Autumn Ideas, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| BZB Brands, LLC Creative S&P, LLC Bogdan Borta Cosmin Bardan | CLASSY TANGERINE, INC.; GOLDEN KIWIFRUIT ENTERPRISES, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| The California Beach Co. LLC Austin Wright David Shoham | Thrasio, LLC; Faint Orange Horizon, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Sterling Capital Services, Inc. Catherine Seifert Daniel Seifert | Topaz Traditions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Aaron Muller Tetsu Liew | Cheddar Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Iasis Investment, LLC Kin Mun Chew | California Poppy Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Roger Langille Maura Howe | 21 Thrasio Twenty One, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Ecommerce Elite LLC d/b/a ComfortTac Joseph Cochran Danielle Cochran | Apricot Ideas, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| S.C. Cristi F. Stefan Consulting SRL | Tangerine Ideas, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Hayden Enterprises Empire Flippers, LLC | Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| DefendTek, LLC Charles Hayes | Traffic Cone Tuesdays, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| eCom Heights, LLC Ron Brazilay Roi Cohen Roman Maksimenko | Hippolyte, Ltd. | Membership Interest Purchase Agreement | N/A | 2/28/24 |
| 3D Innovations, LLC Kevin Colburn Lori Colburn | 17 Thrasio Seventeen, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|------------------------------------|--------------------------|--|----------------|
| DMD Group Inc Mellissa Imperato Amnon Dayan Karyn Imperato | Hippolyte, Ltd. | Stock Purchase Agreement | N/A | 2/28/24 |
| Ross Baker Consulting Co. Inc. Ross Baker | 7 Thrasio Seven, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Vital Journey Ltd. Lisa Temperton | Tangelo Tendencies, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| DynaMax Creations LLC Henry Chuong Quan Chuong | Orange Peach Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Eco-Baby, LLC Online Best, Inc. Kismet Rollins Mark Rollins Tibet Rollins | Melon Movements, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| EEZ-Y Premium Products, LLC Zoltan Tama Halasz | 5 Thrasio Five, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Evergreen Research & Marketing, LLC Robert Albert Jennifer King | MALT DECISIONS, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Exerscribe, Inc. Exerscribe IP LLC Kusha Karvandi Kelley Karvandi | Orangutan Organization, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Parker Management Company, L.L.C. Jena Parker Jason Parker Natalie Mcquarrie Jared Mcquarrie | WARM RED WONDERS, INC. | Asset Purchase Agreement | N/A | 2/28/24 |
| Fedmax, LLC Robert Gennaro | Candlelit Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Shenzhenshihuicheng Smart Home Co. Ltd. Jian Zhang | Carnation Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| True Treasure Ventures, LLC John Voorhis | Sweet Potato Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|---|---|--------------------------|--|----------------|
| ES Distribution, LLC Jonathan Magsanik Rodney Theodore | Tomato Tasks, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| MacroIdea, Inc. Tien Le | Sweet Nectar Enterprises, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Gentap, LLC Miriam Aliberti Christopher Aliberti Michael Warner Kerry Wilkinson | Koi Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Hudson Bay Living, LLC Fineline Beddings, Inc. David Katz Joel Schapira | Classy Mango, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Giggle N Go Pty Ltd Oasis Online Pty Ltd as Trustee for the Oasis Online Trust The Oasis Online Trust Michelle Gay | Coral Chrome, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Glowcity, LLC Kyle Scism Brett Beachner | Honey Sunset, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Orange County Speaker, Inc. Eric Sunda Bryan Sunda Sharon Sunda Gary Sunda | Turmeric Transitions, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Herbiwear, LLC Adam Markey | Lemur Logistics, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Greener Mindset, LLC Randall Slagle, Jr. Wei Jiang | Lobster Logistics, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Jsun International, LLC Wenkan Jiang Yimin Sun | Meteor Movements, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| T&M Enterprises, Inc. Tal Moore | Orange Peel Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| The JuicyBear Pty Ltd. Lucy Sherman Sarah Walker | Comet Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|---|---|--------------------------|--|----------------|
| Thursday LLC Seth Levy Seth Levy Family Legacy Trust Blue Ocean Investment Fund, LLC | Bronze Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| ESR LLC Henry Smail Adam Ross Graham Wasilition | Frosty Dream, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Hercules Tuff Inc. Janine Do Brian Lejeune | Sunkiss Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| 8950571 Canada Ltd. Mario Quenneville | Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Eanvestments, LLC Leo Klein Aron Herskovitz | Oranssi Organization, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Hola Music Limited Worldwide Specials, LLC Eran Eliyahu | Rose Bud Creations, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| WeStrive, LLC Jill Stuever | Daylily Dreams, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Wanyong Tang Zhaojun Guo | Ginger Cat Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| LendingPools Corporation Charles Wang | Persian Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| House of Lords, LLC Rob Ayala | Salmon Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Wenta Impex, L.P. Dmytro Gudz Danylo Sonin | Mimosa Movements, Inc.; Sunflare Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Iszy, Inc. Michael Isabelle | Seashell Solutions, Inc. and Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Cusoon World Trade Limited Cusoon Magnets Ltd Cusoon Magnets LTD Sucursal en Espana Shenzhen Cusoon World Trade Co., Ltd Ignacio Navarro Jaime Perez-Solero | 15 Thrasio Fifteen, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|--|--------------------------|--|----------------|
| Banochicom, LLC Troy Plott Lisa Plott | Fawn Foundations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| K&J Products, LLC Joshua Perry | BURNING NEON, INC. | Asset Purchase Agreement | N/A | 2/28/24 |
| Kamafoodle, LLC Ocean Club Investments, OU Alvar Raagel | 19 Thrasio Nineteen, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Rhand International, Ltd Bram Staes | Ideal Monarch, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Kizens, LLC Sung Yi | Gingersnap Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Cecilio Musical Instruments, Inc. KK Music Store, Inc. Kenneth Khoung Siufong Wu | Daybreak Developments, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Kiss Me Organics, Ltd Oasis Rose Limited Anthony V. Codispoti Kiss Me Organics (KMO) Icon Consulting Limited Rohit J. Nair Oasis Rose Limited dba Kiss Me Organics, Ltd Sundesha, LLC | 3 Thrasio Three, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Resolute Expeditions, Corp. Mikhail Silin Evan McGinnis | Carrot Solutions, Inc.;; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Mahal Trade, LLC Cosmin Rata | Fall Foundations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Wahrheit Ventures, LLC Emilee McWhorter | Chestnut Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Sun Pleasure Co. Limited | Pantone Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|---|--------------------------|--|----------------|
| Melt Candle Company, LLC Melt Candle Company, Ltd. Anton Karbanovich Judith Ashley York-Karbanovich | Tea Rose Risings, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Mission Elite, LLC Xuntian Wu | Tawny Tasks, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Craftology Ltd. Yuval Ravid Itamar Eshet | Sunny Operations, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| MMFB Enterprises Inc. Jeffrey Zhu | Amber Oasis, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Brogue Enterprises, LLC Brogue Enterprises Pty. Ltd. | HARVEST CHARM, INC. | Asset Purchase Agreement | N/A | 2/28/24 |
| SDDC Goods, LLC Cole South David Podgurski | Starfish Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Nibiru4U, Inc. Alexey Ukhnaev | Ochre Organization, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Innovec Group, LLC Assaf Shiloni Christine Shiloni | Orange Organization, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Benjamin Tong DBA Mailbox Big Box Benjamin Tong | 20 Thrasio Twenty, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Straven Consulting LLC Philip Poon | 14 Thrasio Fourteen, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Natalia Zavorotna Natalia Zaliubovska | Champagne Projects, Inc.; Sunrise Martinis, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| JQ Legacy, LLC Johnny Le | Orange Margarita, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| OHK Sports, LLC Oren Kantor Edward Mileto Jr. David Kantor | Ideastream Consumer Products, LLC; ORANGE FANTASY, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| P.I. Stores, LLC P.I. Stores, Ltd. David Cooke David Storey Steven Shoulder | Peach Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|---|--|---|---|-----------------------|
| Plant Theatre Ltd. Garden USA Ltd Peter Magee Linzi Magee | Sapphire Monkey, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Piccolino, Inc. Dana Fort Brian Fort | Emberglow Ideas, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Power Practical, Inc. David Toledo | Dark Orange Design, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Prime Products Shop Corp. Olha Pashchuk- Lototska | Clementine Creations, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Quility Limited Moran Eden Ltd. Key Difference Ltd. Lulu Huang Eden Moran Liran Davidovich | Daffodil Design, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Ad Hoc, LLC Kant Lao Loc Mai | Autumn Waves, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Northe Company, LLC Justin Ray Jeremiah Klingman | FYER TROPICS, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| DisQounts International BV Bas Urlings Holding B.V. Bas Urlings | Sunrise Season, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Sadowado, LLC Long Wong Sara Wong | Lionfish Logistics, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| 121 Way Corp. Mark Sanders Michelle Sanders | Hippolyte, Ltd.; Thrasio, LLC; SafeRest Holdings, LLC; Levita Holdings, LLC | Membership Interest Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|---|---|--------------------------|--|----------------|
| Shanghai Peng Cheng Investment Co., Ltd Shanghai Rong Ta Gift Co., Ltd Shanghai Rong Jing E-Commerce Co., Ltd Shanghai Zhan Yi Trading Co., Ltd Shangmeng Wu Chuofeng Wu Di Zhang | Tiger Stripe Creations, Inc.; Pizza Projects, Inc.; Leather Logistics, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Tekboard Innovations Inc. Mofei Wang Christina Stevens | Caramel Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Simply Gourmet Products, LLC Simple Gourmet Products, LLC John David Scelsi Alicia Marie Scelsi James Daniel Scelsi | Bittersweet Billows, Inc.; Sherbert Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Hard Cash, LLC Clint Wallace | Latte Logistics, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Arrianos Investments Ltd Dmitry Anashkin Valentin Shcheglov | CHILI FLAKES, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Kookaburra Link PTY LTD Kookaburra Link PTY LTD as Trustee for the Keith Crocker Trust (CAN 616 590 688) Keith Brett Crocker Luke Crocker as manager of Kookaburra Link PTY LTD Revision Legal PLLC Empire Flippers, LLC | 1 Thrasio One, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Brio Products LLC Timothy Frey Lynsey Frey | Buttercup Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|--|--------------------------|--|----------------|
| Synchronicity Industries, LLC Kenneth Freeman Humberto Tamez | 2 B Bountiful, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Merchant Business Systems, Inc. Michael Bitler | Tiger Affirmations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Table-Mate USA, LLC Ino-Products, Inc. Doug Soper Robin Behar | Foxy Creations, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| TechOrbits, Inc. Karam Assaf Ahmed Assaf | Jupiter Gesture, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| The Memory Building Company, LLC Katherine Phipps | Soft Spice, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Asprimus, LLC Ana Silva Danilo Silva | Alloy Ideas, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Cutting Board, LLC Grant Yuan | Primrose Projects, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| UShop1, SIA Artjoms Kazakovs Wela Global, Inc. | 22 Thrasio Twenty Two, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Mellow Militia, LLC Kyle McGetrick Amy Corey | Penny Rose Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Rachelle Denise Sison | 16 Thrasio Sixteen, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Optim International LLC Turbo Mops LLC Steven Renn Jacob Seltz | Burnt Summer Citrus, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Amadurra International, Inc. Jamil Farooqui Khalil Farooqui Shakil Farooqui | Mango Movements, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Pixozz LLC Andrei Pantilie | Papaya Projects, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Seven Shady Oaks, LLC | Ginger Creations, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| CornerTrade, LLC Michael Chamberlin Earl Sondreal | 10 Thrasio Ten, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|--|---|---|--|----------------|
| Romero Park P.S. Ian Sells URBNFit, LLC Diego Capital Group | 23 Thrasio Twenty Three, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| SBR LLC PEEVI International Investment Limited Anthony DeCarlo Daniel Perella Vincent Thomson Michael Feuer Anna Marie Minotti Amelia Sivak Michael Trabert Robert Skoda Jeanne Coode | Hippolyte, Ltd.; Ideastream Consumer Products, LLC; Thrasio, LLC | Membership Interest Purchase Agreement | N/A | 2/28/24 |
| Velette, LLC Ephraim Azer Irrevocable Trust Ephraim Azer | Khaki Trips, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Exerscribe, Inc. Kusha Karvandi | Amber Ideas, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Watermelon Ball LLC Jeffrey Larson | OYSTER OASIS, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |
| Kitchen Classique, LLC Benjamin Arneberg | 11 Thrasio Eleven, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Winks Living, Inc. Nathan Ross | Scotch Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Wundermax, LLC Wission, B.V. | Citrine Solutions, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| WSCC, LLC XCRG, LLC Gregg Loia Karen Loia Roy Stroud | Radiant Orange, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| YardStash Solutions, LLC George Barker | 12 Thrasio Twelve, Inc. | Asset Purchase Agreement | N/A | 2/28/24 |
| Your Home Goods, Inc. Aharon Ostreicher Shimon Gertner Isacher Ostreicher | SANDSNAKE VENTURES, INC.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |

| Counterparty | Debtor | Contract Description | Abandoned Personal Property, if applicable | Rejection Date |
|---|--------------------------------------|-----------------------------|---|-----------------------|
| Back to Nature LLC Sarah Douglass Todd Douglass | Rosewood Wish, Inc.; Thrasio, LLC | Asset Purchase Agreement | N/A | 2/28/24 |