

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

In re:)	
)	Chapter 11
)	
SEQUENTIAL BRANDS GROUP, INC., <i>et al.</i> , ¹)	Case No. 21-11194 (JTD)
)	
Debtors.)	(Jointly Administered)
)	
)	Ref. Docket No. 402, 438
)	

NOTICE OF FILING OF ADDITIONAL PLAN SUPPLEMENT

PLEASE TAKE NOTICE that Sequential Brands Group, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) hereby file this Additional Plan Supplement in accordance with the *First Amended Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Sequential Brands Group, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 402] (together with all exhibits thereto and as it may be further amended, modified or supplemented, the “Plan”) to supplement the Plan Supplement filed as the *Notice of Filing of Plan Supplement* [Docket No. 438].²

PLEASE TAKE FURTHER NOTICE that attached to the Additional Plan Supplement as Exhibits 1 through 3, are the following documents:

¹ The Debtors, along with the last four digits of each Debtor’s tax identification number, are: Sequential Brands Group, Inc. (2789), SQBG, Inc. (9546), Sequential Licensing, Inc. (7108), William Rast Licensing, LLC (4304), Heeling Sports Limited (0479), Brand Matter, LLC (1258), SBG FM, LLC (8013), Galaxy Brands LLC (9583), TBM Company, Inc. (7003), American Sporting Goods Corporation (1696), LNT Brands LLC (3923), Joe’s Holdings LLC (3085), Gaiam Brand Holdco, LLC (1581), G. Americas, Inc. (8894), SBG-Gaiam Holdings, LLC (8923), SBG Universe Brands, LLC (4322), and GBT Promotions LLC (7003). The Debtors’ corporate headquarters and the mailing address for each Debtor is 105 E. 34th Street, #249, New York, NY 10016.

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



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**Exhibit 1: Supplemental Assumed Executory Contract and Unexpired Lease
List**

Exhibit 2: Revised Implementation Memorandum

Exhibit 3: Blackline of Revised Implementation Memorandum

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to amend the documents contained in the Additional Plan Supplement at any time through and including the Effective Date.

Dated: February 28, 2022

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/s/ Timothy P. Cairns

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Counsel to the Debtors and Debtors in Possession

EXHIBIT 1

**SUPPLEMENTAL ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE
LIST**

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

In re:)	
)	Chapter 11
)	
SEQUENTIAL BRANDS GROUP, INC., <i>et al.</i> , ¹)	Case No. 21-11194 (JTD)
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Debtors.)	(Jointly Administered)
)	
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**SUPPLEMENTAL ASSUMED EXECUTORY CONTRACT AND UNEXPIRED LEASE
LIST²**

<u>Counterparty</u>	<u>Description of Contracts</u>	<u>Cure Amount</u>
Colocation America Inc.	Master Service Agreement	\$0
Corporation Service Company	Digital Brand Service Agreement	\$0
Iron Mountain	Storage Agreement	\$13,124.13
The UPS Store	Mailbox Service	\$0

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² Neither the exclusion nor inclusion of any Executory Contract on this Supplemental Assumed Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors or the Liquidating Trust, as applicable, that any contract is in fact an Executory Contract subject to assumption or rejection pursuant to section 365(a) of the Bankruptcy Code, or that any of the Debtors or the Liquidating Trust, as applicable, has any liability thereunder. The Debtors reserve all rights to amend and/or supplement this Supplemental Assumed Executory Contract and Unexpired Lease List. Each Executory Contract on this list shall include any amendment, modification, or supplement thereto.

EXHIBIT 2

REVISED IMPLEMENTATION MEMORANDUM

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

In re:

SEQUENTIAL BRANDS GROUP, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 21-11194 (JTD)

(Jointly Administered)

IMPLEMENTATION MEMORANDUM

This Memorandum describes the procedures for (i) the contributions to capital (the “Contributions”) of intercompany payable obligations (the “Intercompany Payables”) currently outstanding with respect to amounts borrowed from Sequential Brands, Inc. (“Sequential Parent”) by Sequential Licensing, Inc., (“Licensing”) and (ii) the transfer of certain assets relating to the Swisstech brand (the “Transfer”).² Neither of the Contributions or the Transfer described herein will occur until the conditions to the Effective Date set forth in the Plan are satisfied or waived in accordance with the Plan. Although this Memorandum reflects the parties’ current intentions for the Contributions and the Transfer, unless otherwise specifically provided in the Plan or the Confirmation Order, nothing in this Memorandum shall or shall be deemed to limit or modify in any way any provisions of the Plan or the Confirmation Order or any authority or discretion granted to the Debtors or the Liquidating Trust under the Plan or the Confirmation Order. The Debtors reserve all rights to jointly amend, revise, modify, or further supplement this Memorandum, and any of the documents attached hereto, from time to time in their discretion.

On or as soon as reasonably practicable after the Effective Date, the parties described below will effectuate the following transactions in the order described below:

A. Contributions

1. Sequential Parent, which owns 100% of the outstanding equity of Sequential Brands Group, Inc. (“Sequential Brands”), will contribute the Intercompany Payables to the capital of Sequential Brands.

¹ The Debtors, along with the last four digits of each Debtor’s tax identification number, are: Sequential Brands Group, Inc. (2789), SQBG, Inc. (9546), Sequential Licensing, Inc. (7108), William Rast Licensing, LLC (4304), Heeling Sports Limited (0479), Brand Matter, LLC (1258), SBG FM, LLC (8013), Galaxy Brands LLC (9583), TBM Company, Inc. (7003), American Sporting Goods Corporation (1696), LNT Brands LLC (3923), Joe’s Holdings LLC (3085), Gaiam Brand Holdco, LLC (1581), G. Americas, Inc. (8894), SBG-Gaiam Holdings, LLC (8923), SBG Universe Brands, LLC (4322), and GBT Promotions LLC (7003). The Debtors’ corporate headquarters and the mailing address for each Debtor is 105 E. 34th Street, #249, New York, NY 10016.

² References herein to the “Plan” refer to and, unless otherwise stated, all capitalized terms used but not defined herein have the meanings given to them in, the *Second Amended Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Sequential Brands Group, Inc., and its Debtor Affiliates* (together with all exhibits thereto and as it may be further amended, modified, or supplemented).

2. Sequential Parent will cause Sequential Brands, which owns 100% of the outstanding equity of Licensing, to contribute the Intercompany Payables to the capital of Licensing.
3. Upon the Contributions described above, the Intercompany Payables will be cancelled and extinguished.

B. Transfer

1. SQBG, Inc. will create a new single-member limited liability company (“Swisstech IP Co.”).
2. Galaxy Brands, LLC will transfer all of its assets (including assigning all assumed contracts that are non-Assumed Insurance Policies) to Swisstech IP Co.
3. SQBG, Inc. will transfer the membership interests in Swisstech IP Co. to the Liquidating Trust.
4. Swisstech IP Co. will assume \$6,200,000 of the Term B Secured Claim, which will be evidenced by a new note and or Loan Agreement, and secured by a first priority lien on and security interest in, all of Swisstech IP Co.’s assets.

EXHIBIT 3

BLACKLINE OF REVISED IMPLEMENTATION MEMORANDUM

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

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SEQUENTIAL BRANDS GROUP, INC., *et al.*,¹

Debtors.

Chapter 11

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