IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE:)
SECURE TRANSFUSION SOLUTIONS, INC., a Delaware corporation,)))))
Assignor,)
То:)
STS (ABC), LLC, a Delaware limited liability company,))
Assignee.)

C.A. No. 2023-____

EFiled: Apr 26 2023 11:18A Transaction ID 69897203 Case No. 2023-0463-

VERIFIED PETITION FOR ASSIGNMENT FOR THE BENEFIT OF CREDITORS

Assignee STS (ABC), LLC ("Assignee") petitions (the "Petition") the Court

for an assignment for the benefit of creditors and states:

I. JURISDICTION AND PARTIES

1. 10 <u>Del</u>. <u>C</u>. §§ 7381-7387 confers jurisdiction on this Court in this case.

2. Assignor Secure Transfusion Solutions, Inc. is a Delaware corporation with a principal place of business in Austin, Texas ("Assignor" or "Secure Transfusion").

3. Pursuant to its operating agreement, Assignee is a Delaware limited liability company, which has offices in care of Rock Creek Advisors LLC, 1738 Belmar Boulevard, Belmar, New Jersey 07719 ("Rock Creek"). Assignee is a newly formed, wholly owned subsidiary of Rock Creek, a financial advisory firm possessing significant expertise in the business restructuring sector. Rock Creek's services include, without limitation, financial advisory, turn around, restructuring, fiduciary and pension financial advisory services.

4. Rock Creek and its subsidiaries also specialize in serving as assignees in assignments for the benefit of creditors and will utilize this expertise in administering the Secure Transfusion assignment estate (the "Assignment Estate") for the benefit of the Assignor.

II. Events Leading Up to Assignment for the Benefit of <u>Creditors/Background</u>

5. Assignor is indebted to creditors and unable to operate as a going concern entity. As a result, Assignor is desirous of providing for payment of its debts so far as is possible through the process afforded under 10 <u>Del</u>. <u>C</u>. §§ 7381-7387 and has solicited the assistance of the Assignee to administer the Secure Transfusion Assignment Estate.

6. On April 25, 2023, Assignor assigned all of its right, title, and interest in its assets pursuant to that certain General Assignment executed by the Assignor

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and the Assignee (the "General Assignment"). A copy of the General Assignment is attached to this Petition as <u>Exhibit A</u>.

7. Headquartered in Austin, Texas and founded in 2018, Secure Transfusion is a private life sciences company that pioneers innovative solutions to overcome the nation's growing blood and platelet shortage. In addition to its Austin headquarters, Secure Transfusion opened its first site in Edina, Minnesota in 2021, a second site in Raleigh, North Carolina in 2022, and a third site in Beaverton, Oregon in 2022.

8. Secure Transfusion aims to increase the quality, safety, and availability of transfusable blood components, especially apheresis platelets, for hospitals throughout the country. Secure Transfusion's customers include some of the most well-respected and innovative medical institutions in the nation, and with Secured Transfusion's assistance, they were able to strengthen their supply chain and better prepared to meet their patients' transfusion needs.

9. Secure Transfusion operated in a highly regulated space that is supervised by the Center for Biologics Evaluation and Research, a division of the Food and Drug Administration.

10. Initially, Secure Transfusion made excellent progress in developing its customer pipeline, generating revenue and building its organization. Secure Transfusion was able to grow its customer base by working with several well-

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known academic centers. In its first few years, Secure Transfusion successfully built its staff up to 140 people and succeeded in increasing its revenue from \$1.1 million in 2021 to \$5 million in 2022.

11. From a fundraising perspective, Secure Transfusion had initial success raising \$42 million. Despite substantial efforts in 2021, Secure Transfusion's initial Series C fundraising prospects were unsuccessful with potential investors citing a lack of progress as the reason for not agreeing to invest. In its last capital raise, the company launched an insider-led \$20 million Series B extension raise that was to coincide with a re-launched Series C offering in the third quarter of 2021.

12. On March 16, 2022, Secure Transfusion successfully consummated a Venture Loan and Security Agreement (as amended, restated or otherwise modified, the "Loan Agreement") with Horizon Technology Finance Corporation ("Horizon") in the principal amount of \$15 million. In connection with Horizon's agreement to provide funding under the Loan Agreement, Secure Transfusion granted Horizon a first-priority security interest in all of Secure Transfusion's assets.

13. Recognizing that Secure Transfusion still required additional funding, the company re-launched its Series C fund raise in August 2022. The company initially approached 264 potential lead investors. A total of 83 parties engaged in

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further discussions, and a total of 12 investors entered the company's data room to conduct subsequent diligence. Unfortunately, no potential investor elected to participate in the Series C offering. Given this development, the company attempted to obtain new commitments from existing investors; however, this process failed. Consequently, Secure Transfusion's Board of Directors (the "Board") elected to cease operations and terminate all staff on January 6, 2023.

14. Secure Transfusion determined that, in consultation with its seasoned professionals and consideration of numerous alternatives, the filing of an assignment for the benefit of creditors was the most appropriate mechanism for acting in the best interests of its creditors and shareholders and maximizing the value of the Assignment Estate's assets.

15. In addition to Horizon's pre-assignment for the benefit of creditors' lien, Horizon and Powerscourt Investments XXV, LP ("Powerscourt") have agreed to make available to the Assignment Estate funding in the amount of \$530,000.00 so that the Assignee can administer the estate. As consideration for making such loan, the Assignee has granted Horizon a first-priority lien on the Assignment Estate's assets. Pursuant to a certain Loan and Security Agreement dated as of April 25, 2023, which the Assignee executed in favor of Horizon, the financing that Horizon and Powerscourt are making available to the Assignee to administer the Assignment Estate shall be granted priority over Horizon's existing liens.

16. The Assignee anticipates implementing a sale process in connection with the liquidation of the estate for the purpose of distributing estate proceeds to creditors of the estate who possess properly allowed claims. Such claims process will be implemented as part of the Assignee's administration of the Assignment Estate.

17. The Assignee will exercise its fiduciary duties to fully administer the Assignment Estate and will endeavor to keep the Court apprised of the Assignee's progress throughout the pendency of this case.

WHEREFORE, Assignee requests that the Court assert jurisdiction pursuant

to 10 <u>Del</u>. <u>C</u>. §§ 7381-7387.

Dated: April 26, 2023

WOMBLE BOND DICKINSON (US), LLP

/s/ Morgan L. Patterson Matthew P. Ward (#4471) Morgan L. Patterson (#5388) 1313 North Market St., Suite 1200 Wilmington, DE 19801 (302) 252-4320 (Telephone) (302) 252-4330 (Facsimile) Matthew.Ward@wbd-us.com Morgan.Patterson@wbd-us.com

and

Scott B. Lepene (OH #0076763) THOMPSON HINE LLP 3900 Key Center 127 Public Square Cleveland, Ohio 44114-1291 <u>Scott.Lepene@ThompsonHine.com</u> (216) 566-5500 (Telephone) (216) 566-5800 (Facsimile)

Counsel to Assignee STS (ABC), LLC

EFiled: Apr 26 2023 11:18AM Transaction ID 69897203 Case No. 2023-0463-



VERIFICATION

STATE OF NEW JERSEY)
COUNTY OF MONMOUTH) ss.:)

I, James E. Gansman, an authorized representative for Petitioner STS (ABC), LLC ("Assignee"), declare under penalty of perjury under the laws of Delaware and do hereby certify that I have read the foregoing Verified Petition for Assignment for the Benefit of Creditors, and the facts contained therein are true and correct as they relate to the acts and deeds of Assignee and are true and correct to the best of my knowledge, information, and belief as to the other acts and deeds alleged.

STS (ABC), LLC

By: James E. Gansman

SUBSCRIBED AND SWORN TO BEFORE ME THIS $\underline{24}$ DAY OF APRIL, 2023

nichele Notary Public

My Commission Expires: 3(28)27

MICHELE BAMERT
Notary Public, State of New Jersey
My Commission Expires Mar 28, 2027

EFiled: Apr 26 2023 11:18AM EDT Transaction ID 69897203 Case No. 2023-0463-

EXHIBIT A

GENERAL ASSIGNMENT

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this "General Assignment") is made this 25th day of April, 2023 (the "Effective Date"), by and between SECURE TRANSFUSION SOLUTIONS, INC., a Delaware corporation located at 111 Congress Avenue, Suite 500, Austin, Texas 78701, Federal Tax Identification Number 83-1847367, hereinafter referred to as "Secure Transfusion" or "Assignor", and STS (ABC), LLC, a Delaware limited liability company, located at 1738 Belmar Blvd., Belmar, New Jersey 07719, Federal Tax Identification Number 92-3193169, solely in its capacity hereinafter referred to as "Assignee."

RECITALS

A. Assignor is indebted to various persons, corporations, and other entities and is unable to pay its debts in full. As a result, Assignor has decided to discontinue its business and transfer all of its property to an assignee for the benefit of creditors under applicable Delaware law so that the property transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by law (including, without limitation, the law of contracts); and

B. Assignor has determined that Assignee is an entity possessing the capabilities to administer the Secure Transfusion Assignment Estate (defined below), including, without limitation, the liquidation of the estate's assets.

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED**:

1. <u>Creation of Assignment Estate</u>. Upon the execution of this General Assignment, a certain assignment estate shall be created, the name of which is the "Secure Transfusion Assignment Estate," to enable Assignee to administer such assignment estate to be comprised of the Assigned Assets (defined in paragraph 2 below). Assignee's administration of the Secure Transfusion Assignment Estate shall include the orderly liquidation of the property and assets of Assignor and the distribution of the proceeds therefrom to creditors of Assignee to administer the Secure Transfusion Assignment Estate. Assignee and appoints Assignee to administer the Secure Transfusion Assignment Estate. Assignee and its agents shall have the powers and duties hereinafter set forth and shall receive reasonable compensation for their services and reimbursement of their expenses, including, without limitation, reimbursement of attorneys' fees and costs. Assignee may serve without bond, except to the extent a bond is required by law or court order.

2. <u>Transfer of Assets</u>.

a. Assignor hereby assigns, grants, conveys, transfers, and sets over to Assignee, in trust, for the benefit of Assignor's creditors generally, all of Assignor's currently existing right, title, and interest in all real or personal property and all other assets, whatsoever and where so ever situated, which assets include, without limitation, all personal property and

any interest therein, including all that certain stock of merchandise, office furniture and fixtures, machinery, equipment, leasehold interests and improvements, inventory (raw goods, work in process and finished goods), book accounts, books and records, bills, accounts receivable, cash on hand, cash in bank, intellectual property including, without limitation, all patents, patent applications, copyrights, trademarks and trade names, and all goodwill associated therewith, proceeds of or payments on claims under insurance policies (including, subject to the limitation in section 2(b)(iii) below, from or under any and all policies for Directors and Officers Liability Insurance), tax refunds, rebates, general intangibles (including any and all causes of action), insurance refunds and claims (including any payments arising out of Directors and Officers Liability Insurance), and choses in action that are legally assignable, together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor, and all real property interests. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or such other document(s), as required, to enable Assignee to file and prosecute, compromise, and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee, except in the case of any of the foregoing, solely to the extent the same is prohibited from transfer or assignment by the terms of any applicable contract or by operation of law. All of the assets assigned by this General Assignment shall be referred to herein as the "Assigned Assets."

b. Notwithstanding subsection a. above or any other provision of this General Assignment, (i) Assignee shall provide Assignor and its attorneys and other representatives with reasonable access to the books and records and other financial information of Assignor as reasonably requested from time to time, (ii) Assignee shall ensure that any agreement to sell Assignor's assets contains a provision requiring any purchaser to provide Assignor and its attorneys and other representatives with such reasonable access to the books and records and other financial information of the Assignor as reasonably requested from time to time, and (iii) the definition of Assigned Assets shall not include any policy proceeds that would be directly payable to or payable on behalf of any insured individual under Assignor's insurance policies, including, without limitation, so-called "Side A" Coverage under Assignor's Directors and Officers Liability Insurance, and nothing in this General Assignment shall be construed to prevent or hinder any such individual from seeking access to any such policy proceeds. Further, the assignment of the Assigned Assets by Assignor to Assignee hereunder is and shall be subject to all properly perfected liens encumbering any of the Assigned Assets existing as of the Effective Date.

c. Financing made available to the Secure Transfusion Assignment Estate shall consist of certain secured funding made available by Horizon Technology Finance Corporation and Powerscourt Investments XXV, LP pursuant to a Loan and Security Agreement dated even date hereof in an amount up to FIVE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS (\$530,000.00).

3. Leases and Leasehold Interests. The Assigned Assets further include all leases and leasehold interests of Assignor, to the extent assignable, including leases in any asset of Assignor and real property leases; provided that, should Assignee determine that any said lease or leasehold interest is of no value to the Secure Transfusion Assignment Estate, then said lease or leasehold interest may be thereby relinquished by Assignee without further liability or obligation to Assignee. This Section 3 is not intended to abrogate any assignment provision of Assignor's existing lease agreements.

4. <u>Delivery of Documents; Endorsements; Forwarding of Mail</u>. Assignor authorizes the forwarding of its mail by the U.S. Postal Service, as directed by Assignee. Assignor agrees to (i) deliver to Assignee all existing books and records, (ii) execute and deliver all additional and reasonably necessary documents upon Assignor's reasonable discretion, promptly upon request by Assignee, and (iii) endorse all indicia of ownership, where required by Assignee in order to complete the transfer of all Assigned Assets to Assignee as intended by this General Assignment.

5. <u>Powers and Duties of Assignee</u>. Assignee shall have all powers under law necessary to marshal and liquidate the Secure Transfusion Assignment Estate, including, without limitation:

a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee;

b. To sell or otherwise dispose of all of the Assigned Assets, including, without limitation, all of Assignor's equipment and causes of action in such manner as Assignee deems best. Assignee shall have the power to execute asset purchase agreements, bills of sale and any other such documents necessary or reasonably requested to convey right, title, and interest in Assignor's property to any bona fide buyer;

c. To sell or otherwise dispose of all Assigned Assets, Assignee shall have the power to employ (i) an auctioneer and/or liquidator to conduct any public or private sale of the assets and to advertise said sale(s) in such manner as Assignee deems best, and (ii) disinterested appraisers pursuant to 10 <u>Del</u>. <u>C</u>. § 7382 to appraise the value of the Assigned Assets;

d. To employ attorneys (including Thompson Hine LLP), accountants, and any other additional personnel to whatever extent may be necessary to administer the Assigned Assets and claims of the Secure Transfusion Assignment Estate and to assist in the preparation and filing of any and all State, County, or Federal Tax Returns, as required, including, without limitation, filing final state and federal tax returns for the Assignor. Assignor shall have the right to review, amend, revise, approve, and sign all state and federal tax returns;

e. To request and require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s);

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise or, in Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing with regard to Assignor;

g. To open bank accounts in the name of Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment, as Assignee may deem necessary or advisable;

proper;

h. To conduct the business of Assignor should Assignee deem such operation

i. To incur indebtedness, which also includes the funding of certain Assignor expenses as delineated in the ABC Budget;

j. To dissolve Assignor pursuant to applicable law governing corporate dissolutions;

k. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and the Assigned Assets and as allowed by law, in the following manner as to amounts only and not time of distribution:

(1) FIRST, payment of reasonable fees to Assignee (such fees of Assignee to be in accordance with the Compensation and Expense Reimbursement Agreement (the "**Compensation Agreement**") of even date herewith between Assignor and Assignee) and payment of reasonable compensation and reimbursement of expenses for the services of attorneys for the Assignee (including, without limitation, Thompson Hine LLP), accountants of Assignee, accountants involved in preparation of tax returns for Assignor, certain professionals retained by the Assignor in connection with the transactions contemplated by this General Assignment, and any other professionals and/or employees retained by Assignee for assistance in the administration of the Secure Transfusion Assignment Estate (all such fees and expenses to be within the limits set forth in the budget attached to the Compensation Agreement (the "**ABC Budget**"));

(2) SECOND, to reimburse Assignee as to all costs advanced by Assignee for the preservation of the Assigned Assets, including the maintenance and insurance of said assets, to the extent set forth in the ABC Budget;

(3) THIRD, payment of all sums required to be paid in order to discharge any lien or encumbrance on, or any security interest in, any of said property and any secured indebtedness which under applicable law is entitled to priority of payment (including, without limitation, any indebtedness secured by liens on the Assigned Assets sold by Assignee), in the order required under applicable law; <u>provided that</u>, all itemized costs and expenses set forth in the ABC Budget have been satisfied in their entirety;

(4) FOURTH, payment of all other costs and expenses incidental to the administration of the Secure Transfusion Assignment Estate, including, without limitation, all sales or similar tax resulting from disposition or sale of the Assigned Assets that is not paid by purchaser of such assets, legal fees of Assignor for legal services rendered, including services related to the making of and administration of the General Assignment, and fees or expenses of any other professionals Assignee deems necessary to properly administer the Secure Transfusion Assignment Estate, to the extent not paid pursuant to section 5(k)(1) hereof (all within the limits of the ABC Budget), as well as the cost of defense and satisfaction of indemnification claims pursuant to the terms hereof and the cost of any required appraisal or bond;

(5) FIFTH, all federal taxes of any nature whatsoever owing as of the date of this General Assignment or such other claim of any federal governmental agency, as defined under 31 U.S.C. § 3713, including, without limitation, federal withholding taxes, federal unemployment taxes, and any other federal income, excise, property, and employment taxes;

(6) SIXTH, all state, county, and municipality taxes of any nature whatsoever owing as of the date of this General Assignment, including, without limitation, employment, property, and income taxes;

(7) SEVENTH, all other debts owing as of the date of this General Assignment that are entitled to priority treatment and payment under applicable law;

(8) EIGHTH, with the exception of those classes set forth above, to other unsecured creditors of Assignor, within each class of such creditors established by Assignee, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is disputed until such time as such dispute is resolved. Each creditor's otherwise pro-rata share of such distribution shall be fully reserved for by Assignee until such time as the dispute is resolved. Assignee may make interim distributions whenever Assignee has accumulated sufficient funds to enable it to make a reasonable distribution;

(9) NINTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Secure Transfusion Assignment Estate created by this General Assignment shall be re-distributed to all known unsecured creditors who cashed their respective distribution checks from the Secure Transfusion Assignment Estate, so long as any such distribution exceeds one percent of each such creditor's allowed claim; and

(10) TENTH, the surplus, if any, of the Secure Transfusion Assignment Estate or proceeds thereof, when all debts of Assignor shall have been paid in full, shall be paid and transferred to Assignor for the benefit of Assignor's stockholders. l. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including, without limitation, abandonment and the distribution of the proceeds derived therefrom to Assignor's creditors; <u>provided</u>, <u>however</u>, that Assignee shall not abandon any of such assets to Assignor.

6. <u>**Rights of Creditors**</u>. Nothing herein modifies any rights and remedies of the creditors of Assignor against any surety or sureties for Assignor, and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien, or other security which they now hold on any property of Assignor. A list that is comprised of the Secure Transfusion's Assignment Estate's creditors is attached to this General Assignment as <u>Exhibit A</u>.

7. <u>Administration of Secure Transfusion Assignment Estate</u>. Assignee shall administer the Secure Transfusion Assignment Estate in a manner consistent with Delaware law and other applicable state law. Additionally, Assignee will file all necessary pleadings required in an assignment for the benefit of creditors proceeding under 10 <u>Del</u>. <u>C</u>. §§ 7381-7387. Assignee also shall have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as Assignee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

8. Limitation of Liability of Assignee; Indemnification.

a. Assignor acknowledges that Assignee is acting solely in its limited capacity as Assignee of the Secure Transfusion Assignment Estate, and not in Assignee's personal capacity. The parties hereto acknowledge and agree that neither Assignee nor any of its members, managers, employees, officers, agents, attorneys or representatives will assume any personal liability or responsibility for any of Assignee's acts described herein. Assignee's obligations shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its best business judgment. No implied covenants or obligations shall be read into this General Assignment against Assignee.

b. Assignee and its professionals shall be indemnified by the Secure Transfusion Assignment Estate for any claims brought against them for any of their acts or omissions, except where it is determined in a final judgment by a court of competent jurisdiction that Assignee's or its professionals conduct was willful or grossly negligent.

9. <u>Reliance</u>. Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document furnished to Assignee by Assignor or its directors, managers, employees, officers, agents, or representatives. Assignee may conclusively rely and shall be protected in acting upon the truth, accuracy, and completeness of any statement, certificate, opinion, resolution, instrument, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been properly signed or presented.

10. <u>Representations and Warranties of Assignor</u>.

a. As of the Effective Date, Assignor has all requisite power and authority to execute, deliver, and perform its obligations under this General Assignment, including, without limitation, to transfer the property transferred to Assignee hereby;

b. The execution, delivery, and performance of this General Assignment by Assignor has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

c. This General Assignment constitutes the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with the General Assignment's respective terms.

11. **Power of Attorney**. Assignor, by this General Assignment, hereby grants Assignee a general power of attorney, which power of attorney specifically includes the right of Assignee to prosecute any action in the name of Assignor as Attorney-in-Fact. Further, on the date the General Assignment is accepted by Assignee, the Assignee shall succeed to all of the rights and privileges of Assignor, including, without limitation, any attorney-client privilege, in respect to any potential or actual claims, cases, controversies, or causes of action, and shall be deemed, subject to court approval, if necessary, to be a representative of Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action. For the avoidance of doubt, this power of attorney does not constitute the Assignee's assumption of the defense to any pending litigation initiated against the Assignor in a court of law, unless the Assignee expressly assumes the defense of such litigation with the entry of a notice of appearance in such litigation.

12. <u>Acceptance by Assignee</u>. By execution of this General Assignment, Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of Assignee's skill, knowledge, and ability in accordance with applicable law. It is understood that Assignee shall receive reasonable compensation for its services in connection with the administration of the Secure Transfusion Assignment Estate. Reasonable compensation does not replace or subsume the reimbursement of all of Assignee's expenses incurred as a result of the administration of the Secure Transfusion Assignment Estate from the proceeds generated therefrom.

13. **Resignation by Assignee**. Assignee may resign and be discharged from its duties hereunder at any time; provided that, such resignation shall not become effective until (i) a successor assignee has been appointed by Assignee and such successor has accepted its appointment in writing delivered to Assignee, or (ii) Assignee petitions the Court of Chancery of the State of Delaware (the "Court") to appoint a successor assignee, and the Court so appoints such a successor. Thereupon, such successor assignee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts, and duties of its predecessor in connection with this General Assignment with like effect as if originally named therein, but Assignee shall nevertheless, when requested in writing by the successor assignee, execute and

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

SECURE TRANSFUSION SOLUTIONS, INC.

By: Vijai Molian Name: Vijai Mohan Title: Board Member

ASSIGNEE

STS (ABC), LLC

By: ______ Name: James E. Gansman Title: President

> Signature Page to General Assignment

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR

SECURE TRANSFUSION SOLUTIONS, INC.

By: ______ Name: Vijai Mohan Title: Board Member

ASSIGNEE

STS (ABC), LLC

-DocuSigned by:

By: James E Gainsmain

Name: James E. Gansman Title: President

> Signature Page to General Assignment

EXHIBIT A

List of Creditors

CREDITOR	ADDRESS
A AND G CLEANING LLC	3403 NORTH ELMSTONE AVENUE MERIDIAN MERIDIAN ID 83646
	ATTN: ACCENTURE IL - LOCKBOX 29889 131 S DEARBORN - 6TH FLOOR
ACCENTURE INTERNATIONAL (HEADSPRING)	CHICAGO CHICAGO IL 60603
AMAZON CAPITAL SERVICES, INC.	PO BOX 035184 SEATTLE SEATTLE WA 98124-5184
APPLUENT BUSINESS SOLUTIONS INC.	APPLUENT BUSINESS SOLUTIONS 1288 VALLEY FORGE RD, SUITE 51
	PHONEXVILLE PHONEXVILLE PA 19460
APTTUS CORPORATION - CONGA ARAMARK UNIFORM & CAREER APPAREL GROUP, INC BEAVERTON	13699 VIA VARRA BROOMFIELD BROOMFIELD CO 80020 2680 PALUMBO DRIVE LEXINGTON LEXINGTON KY 40509
	ACCOUNTS RECEIVABLE DEPT P.O. BOX 518 BEMIDJI BEMIDJI MN
ARAMARK UNIFORM & CAREER APPAREL GROUP, INC EDINA	56619-0518
ARAMARK UNIFORM & CAREER APPAREL GROUP, INC RALEIGH	PO BOX 731676 DALLAS DALLAS TX 75373-1676
	5960 MAIN ST NE MINNEAPOLIS MINNEAPOLIS MN 55432 2501 COUNTRYWOOD ROAD RALEIGH RALEIGH NC 27615
ATLANTIC COAST VENTURES LLC	HAMPTON INN & SUITES PORTLAND-PEARL DISTRICT, 354 NORTHWEST
CAREERMD	9TH AVENUE PORTLAND PORTLAND OR 97209
CAROLINA COMMERCIAL SYSTEMS	524 SOUTH NEW HOPE ROAD RALEIGH RALEIGH NC 27610
	PO BOX 8238 PASADENA PASADENA CA 91109-8238
CHRISTINE FERNANDEZ	15375 WEST 51ST AVENUE GOLDEN GOLDEN CO 80403
	P.O. BOX 3056 PORTLAND PORTLAND OR 97208-3056 BUILDING 5 WEST, SUITE 200 325 SENTRY PARKWAY BLUE BELL BLUE
COPPERHILL CONSULTING LLC	BELL PA 19422
CREATIVE TESTING SOLUTIONS	DEPT. 880362 PO BOX 29650 PHOENIX PHOENIX AZ 85038-9650
DIGITAL ADDITIVE INC.	3648 WINBROOKE LN TUCKER TUCKER GA 30084
	650 HEATHROW DRIVE LINCOLNSHIRE LINCOLNSHIRE IL 60069
DONNELLEY FINANCIAL LLC	PO BOX 842282 BOSTON BOSTON MA 02284-2282 3103 BEE CAVES ROAD, SUITE 200 AUSTIN AUSTIN TX 78746
ETQ, LLC	PO BOX 786657 PHILADELPHIA PHILADELPHIA PA 19178-6657
EVENT MANAGEMENT GROUP LLC	120 ROCK PILLAR ROAD CLAYTON CLAYTON NC 27520
EXPOSITION SALES & DESIGN ORLANDO, INC.	4605 LB MCLEOD ROAD STE 700 ORLANDO ORLANDO FL 32811
FENWAL, INC.	26762 NETWORK PLACE CHICAGO CHICAGO IL 60673-1267
FISHER HEALTHCARE	300 INDUSTRY DRIVE PITTSBURGH PITTSBURGH PA 15275
GARDNER BUILDERS MINNEAPOLIS, LLC	730 2ND AVENUE SOUTH 1233 MINNEAPOLIS MINNEAPOLIS MN 55402
	7500 RIALTO BLVD. BLDG 1 STE 250 AUSTIN AUSTIN TX 78735
HORIBA INSTRUMENTS INCORPORATED	9755 RESEARCH DRIVE IRVINE IRVINE CA 92618 122 E HOUSTON STREET SUITE 105 SAN ANTONIO SAN ANTONIO TX
HYPEMARKS, INC	78205
I & S GROUP, INC	115 E. HICKORY ST. SUITE 300 MANKATO MANKATO MN 56001
	IDEAL PURE WATER PO BOX 70 BOYS TOWN BOYS TOWN NE 68010
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EFiled: Apr 26 2023 11:18AM SUPPLEMENTAL INFORMATION PURSUANT TO RULE 3(A) OF THE RULES OF THE COURT OF CHANCER Case No. 2023-0463-



The information contained herein is for the use by the Court for statistical and administrative purpos Nothing in this document shall be deemed binding for purposes of the merits of the case.

1. Case caption: In re: SECURE TRANSFUSION SOLUTIONS, INC., a Delaware corporation, Assignor, To: STS (ABC), LLC, a Delaware limited liability company, Assignee

2. Date filed: April 26, 2023

3. Name and address of counsel for plaintiff(s): Matthew P. Ward (DE #4471) and Morgan L. Patterson (DE #5388) WOMBLE BOND DICKINSON (US) LLP 1313 North Market Street, Suite 1200, Wilmington, Delaware 19801

4. Short statement and nature of claim(s) asserted: Verified Petition for Assignment for the Benefit of Creditors Under 10 <u>Del. C.</u> § 7381.

5. Substantive field of law involved (check one):

Administrative law	Labor law	Trusts, Wills and Estates
X Commercial law	Real Property	Consent trust petitions
Constitutional law	348 Deed Restriction	Partition
Corporation law	Zoning	Rapid Arbitration (Rules
		96,97)
Trade secrets/trade mark/c	or other intellectual property	Other

I rade secrets/trade mark/or other intellectual property

6. Identify any related cases, including any Register of Wills matter. This question is intended to promote jurisdiction efficiency by assigning cases involving similar parties or issues to a single judicial officer. By signing this form, an attorney represents that the attorney has done reasonable diligence sufficient to respond to this question. N/A

7. State all bases for the court's exercise of subject matter jurisdiction by citing to the relevant statute. Specify if 8 *Del. C.* § 111, 6 *Del. C.* § 17-111, or 6 *Del. C.* § 18-111. State if the case seeks monetary relief, even if secondarily or in the alternative, under a merger agreement, asset purchase agreement, or equity purchase agreement. 10 <u>Del. C.</u> § 7381

8. If the complaint initiates a summary proceeding under Sections 8 *Del. C.* §§ 145(k), 205, 211(c), 220, or comparable statutes, check here _____. (If #8 is checked, you must either (i) file a motion to expedite with a proposed form of order identifying the schedule requested or (ii) submit a letter stating that you do not seek an expedited schedule and the reason(s)—e.g., you have filed to preserve standing and do not seek immediate relief.) N/A

9. If the complaint is accompanied by a request for a temporary restraining order, a preliminary injunction, a status quo order, or expedited proceedings other than in a summary proceeding, check here _____. (If #9 is checked, a motion to expedite <u>must</u> accompany the transaction with a proposed form of order identifying the schedule requested.) N/A

10. If counsel believe that the case should not be assigned to a Master in the first instance, check here and attach a statement of good cause.

Morgan L. Patterson (#53881) Signature of Attorney of Record & Bar ID