

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS**

In re:

TUESDAY MORNING CORPORATION, ET AL.,

Debtors

Chapter 11

No. 20-31476

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Lenox Corporation

Name of Transferor

Name and Current Address of
Transferor:

**Lenox Corporation
1414 Radcliffe St.
Bristol, PA 19007
Attn: David Rhoads**

Invictus Global Management, LLC

Name of Transferee

Name and Address where notices and
payments to transferee should be sent:

**Invictus Global Management, LLC
310 Comal Building A, Suite 229
Austin, Texas 78702
Attn: Cindy Chen Delano**

Schedule/Claim No.	Creditor Name	Amount	Debtor	Case No.
Claim No. 41	Lenox Corporation	\$516,862.43	Tuesday Morning Corporation	20-31476
Schedule F (#482008740)	Lenox Corporation	\$513,259.00	Tuesday Morning Partners, Ltd.	20-31482

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Cindy Chen Delano
Transferee/Transferee's Agent

Date: October 9, 2020

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")
Northern District of Texas
Attn: Clerk

AND TO: TUESDAY MORNING CORPORATION ("Debtor")
Case No. 20-31476 ("Case")

Proof of Claim #: 41

LENOX CORPORATION ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

INVICTUS GLOBAL MANAGEMENT, LLC
310 Comal Building A, Suite 229
Austin, Texas 78702
Attn: Cindy Chen Delano

its successors and assigns ("Buyer"), (i) all rights, title and interest in (a) any claim (the "Filed Claim") asserted in the proof of claim filed by Seller in the Case (the "Proof of Claim") in the amount of \$516,862.43; (b) the claim of Seller listed on Schedule E/F (the "Schedule") filed in the Case by Debtor in the amount of \$513,259.00 as a non-contingent, liquidated, undisputed general unsecured claim (the "Scheduled Claim"); (c) all causes of action, whether against the Debtor or against any other party, in connection with the Filed Claim or the Scheduled Claim; (d) all agreements, instruments, invoices, purchase orders, proofs of delivery and other documents evidencing, or referred to in, the Proof of Claim, the Filed Claim, or the Scheduled Claim; (e) all cure amounts paid by Debtor in connection with the assumption of contracts related to the Proof of Claim, the Filed Claim, or the Scheduled Claim; (g) all rights to receive principal, interest, cash, securities, administrative priority claims, fees, expenses, damages, penalties and other amounts in respect of or in connection with any of the foregoing; and (h) all other claims, causes of action and voting and other rights arising under or relating to any of the foregoing, including, without limitation, Seller's rights to receive all payments or distributions of cash, interest, principal, securities or other property made or issued in connection with any of the foregoing ((a)-(f), collectively, the "Claim") in the principal amount of at least \$513,259.00 ("Claim"), which represents 100% of the total Scheduled Claim amount of \$513,259.00, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case, and (ii) all rights to vote on any question relating to the Claim in the Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

Buyer does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated October 6, 2020.

LENOX CORPORATION

INVICTUS GLOBAL MANAGEMENT, LLC,

By: 

By: 

Name: David Rhoads
Title: CFO

Name: Cindy Chen Delano
Title: Partner

27065295.2

EVIDENCE OF TRANSFER OF CLAIM

Annex C

TO: United States Bankruptcy Court ("Court")
Northern District of Texas
Attn: Clerk

AND TO: TUESDAY MORNING PARTNERS LTD. ("Debtor")
Case No. 20-31482 ("Case")

Scheduled Claim #: 482008740

LENOX CORPORATION ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

INVICTUS GLOBAL MANAGEMENT, LLC
310 Comal Building A, Suite 229
Austin, Texas 78702
Attn: Cindy Chen Delano

its successors and assigns ("Buyer"), (i) all rights, title and interest in (a) any claim (the "Filed Claim") asserted in the proof of claim filed by Seller in the Case (the "Proof of Claim"); (b) the claim of Seller listed on Schedule E/F (the "Schedule") filed in the Case by Debtor in the amount of \$513,259.00 as a non-contingent, liquidated, undisputed general unsecured claim (the "Scheduled Claim"); (c) all causes of action, whether against the Debtor or against any other party, in connection with the Filed Claim or the Scheduled Claim; (d) all agreements, instruments, invoices, purchase orders, proofs of delivery and other documents evidencing, or referred to in, the Proof of Claim, the Filed Claim, or the Scheduled Claim; (e) all cure amounts paid by Debtor in connection with the assumption of contracts related to the Proof of Claim, the Filed Claim, or the Scheduled Claim; (g) all rights to receive principal, interest, cash, securities, administrative priority claims, fees, expenses, damages, penalties and other amounts in respect of or in connection with any of the foregoing; and (h) all other claims, causes of action and voting and other rights arising under or relating to any of the foregoing, including, without limitation, Seller's rights to receive all payments or distributions of cash, interest, principal, securities or other property made or issued in connection with any of the foregoing ((a)-(f), collectively, the "Claim") in the principal amount of at least \$513,259.00 ("Claim"), which represents 100% of the total Scheduled Claim amount of \$513,259.00, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case, and (ii) all rights to vote on any question relating to the Claim in the Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

Buyer does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated October 6, 2020.

LENOX CORPORATION

By: 
Name: David Rhoads
Title: Chief Financial Officer

INVICTUS GLOBAL MANAGEMENT, LLC,

By: 
Name: Cindy Chen Delano
Title: Partner