



Order Filed on January 6, 2025  
by Clerk,  
U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

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

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*Counsel to the Purchaser*

In re:

SAM ASH MUSIC CORPORATION, *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

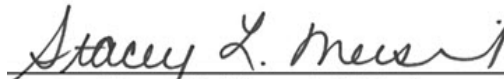
Case No. 24-14727 (SLM)

(Jointly Administered)

**ORDER APPROVING STIPULATION RESOLVING THE MOTION  
TO COMPEL PURCHASER TO PAY POST-CLOSING DATE  
CONTRACT EXPENSES AND AUTHORIZING THE ASSUMPTION AND  
ASSIGNMENT OF EXECUTORY CONTRACTS WITH BLUE YONDER, INC.**

The relief set forth on the following pages numbered 3 through 6 is hereby **ORDERED**.

**DATED: January 6, 2025**

  
Honorable Stacey L. Meisel  
United States Bankruptcy Judge

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Sam Ash Music Corporation (3915); Samson Technologies Corp. (4062); Sam Ash Megastores, LLC (9955); Sam Ash California Megastores, LLC (3598); Sam Ash Florida Megastores, LLC (7276); Sam Ash Illinois Megastores, LLC (8966); Sam Ash Nevada Megastores, LLC (6399); Sam Ash New York Megastores, LLC (7753); Sam Ash New Jersey Megastores, LLC (8788); Sam Ash CT, LLC (5932); Sam Ash Music Marketing, LLC (2024); and Sam Ash Quikship Corp. (7410). The location of debtor Sam Ash Music Corporation's principal place of business is 278 Duffy Avenue, P.O. Box 9047, Hicksville, NY 11802.

This Stipulation (this “Stipulation”) is entered into by and among SAM ASH LLC, a Delaware limited liability company formerly known as eMusic LLC (the “Purchaser”), and Blue Yonder, Inc. (“Blue Yonder” and, collectively with the Purchaser, the “Parties”).

### INTRODUCTION

WHEREAS, Sam Ash Music Corporation (“Sam Ash”) and Blue Yonder are parties to the following agreements:

- Sales and License Agreement dated as of March 13, 1997;
- Schedule 1-A: Additional Licensed Software and Maintenance dated as of June 28, 2019;
- Schedule 2-A: Consolidation and Amended Maintenance Schedule, dated as of September 21, 2019;
- Schedule 3-A: Additional Licensed Software and Maintenance dated as of October 31, 2019;
- Schedule 4-A: Amended Maintenance Schedule dated as of March 21, 2022; and
- Amendment to Master Agreement: Maintenance dated as of December 28, 2022;

(collectively, the “Contract”);

WHEREAS, on June 10, 2024, Blue Yonder filed the Objection to Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases [ECF Nos. 238 & 242] asserting that Sam Ash owed Blue Yonder the total amount of \$554,861.74 under the Contract, which is comprised of (a) \$367,25.38 which was invoiced and due prior to the Petition Date, and (b) \$187,736.36 which amount was invoiced to the Debtors on May 30, 2024, and which was due to be paid by June 29, 2024 (the “Cure Objection”);

WHEREAS, on June 18, 2024, Blue Yonder filed Claim Number 10119 asserting an unsecured claim against Sam Ash in the amount of \$367,125.38;

WHEREAS, on June 18, 2024, Blue Yonder filed Claim Number 10120 asserting an administrative claim against Sam Ash in the amount of \$187,736.36;

WHEREAS, on June 28, 2024, the Court entered the Order (A) Authorizing the Debtors to Enter into an Asset Purchase Agreement, (B) Approving the Asset Purchase Agreement, and (C) Authorizing the Assumption and Assignment of the Assumed Contracts [ECF No. 336] (the “Sale Order”);

WHEREAS, on October 25, 2024, Blue Yonder filed the Motion to Compel Purchaser to Pay Post-Closing Date Contract Expenses [ECF No. 542] (the “Motion”);

WHEREAS, on November 19, 2024, the Purchaser filed the Objection to the Motion to Compel Purchaser to Pay Post-Closing Date Contract Expenses [ECF No. 552] (the “Objection”); and

WHEREAS, the Parties desire to (a) provide for the amendment of the Contract pursuant to the terms and conditions of this Stipulation; (b) provide for the assumption and assignment of the Contract (as amended pursuant to this Stipulation) to the Purchaser; and (c) provide for the payment by the Purchaser to Blue Yonder of certain amounts in full and final satisfaction of all cure obligations under the Contract.

NOW, THEREFORE, it is hereby stipulated and agreed among the Parties as follows:

1. Effective as of the date of Court approval of this Stipulation, the Contract (as amended pursuant to this Stipulation) shall be assumed by Sam Ash and assigned to the Purchaser in accordance with the terms of the Sale Order.

2. In addition, effective as of the date of Court approval of this Stipulation, the Parties hereby agree that the Contract shall, without further notice or action by either Party, be deemed amended to provide that all maintenance and support obligations of Blue Yonder thereunder shall

expire as of December 31, 2024, after which Blue Yonder shall have no further obligation to provide maintenance and/or support to the Purchaser, including providing any software updates or bug fixes for the applicable software and Purchaser shall have no further obligation to pay for any maintenance and/or support under the Contract; provided however, for the avoidance of doubt Purchaser shall have the right to use all licensed software and other materials in accordance with the terms of the Contract, including without limitation, the restrictions set forth in Section 8 of the Sales and License Agreement dated as of March 13, 1997.

3. In full and final satisfaction of its obligations under section 365(b)(1) of the Bankruptcy Code, the Purchaser shall pay to Blue Yonder the sum of \$186,736.36, as follows: (a) fifty percent (50%) upon Court approval of this Stipulation and (b) the remaining fifty percent (50%) on the date that is thirty (30) days after Court approval of this Stipulation. For the avoidance of doubt, the Purchaser shall have no further payment obligations to Blue Yonder under the Contract following the payment of the amounts set forth in this Stipulation. Payments set forth in this paragraph shall be made via wire and/or electronic transfer according to instructions provided in writing to the Purchaser by Blue Yonder.

4. Nothing in this Stipulation shall have any effect on any maintenance, support or other obligations owed to Purchaser by any party other than Blue Yonder related to the Contract, including, without limitation, Oracle.

5. Effective as of the date of Court approval of this Stipulation, the Cure Objection, the Motion and the Objection shall be deemed withdrawn with prejudice.

6. Effective as of the date of Court approval of this Stipulation, Claim Number 10120 shall be deemed satisfied in full and is hereby withdrawn by Blue Yonder.

7. This Stipulation is without prejudice to Blue Yonder's unsecured claim filed under Claim Number 10119, and nothing in this Stipulation shall have, or shall be deemed to have, any effect upon the extent or validity of Claim Number 10119, which remains subject to any and all potential objections that may be brought by the Sam Ash post-confirmation Trust in due course.

8. The Court shall retain jurisdiction and power to construe, interpret, enforce, and implement this Stipulation.

*(Remainder of page intentionally left blank)*

Dated: January 3, 2025

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In re:  
Sam Ash Music Corporation  
Debtor

Case No. 24-14727-SLM  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin

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Date Rcvd: Jan 06, 2025

Form ID: pdf903

Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 08, 2025:

Recip ID	Recipient Name and Address
db	+ Sam Ash Music Corporation, 278 Duffy Ave, Hicksville, NY 11801-3642

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	^ MEBN	Jan 06 2025 20:31:17	Cole Schotz P.C., 25 Main Street, Court Paza North, Hackensack, NJ 07601-7015

TOTAL: 1

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 08, 2025

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 6, 2025 at the address(es) listed below:

Name	Email Address
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Andrew E. Arthur	on behalf of Creditor Hoshino (U.S.A.) Inc. arthura@whiteandwilliams.com

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User: admin

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TOTAL: 56