

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

---

In re:

Sorrento Therapeutics, Inc., *et al.*,<sup>1</sup>

Debtors.

---

)  
) Chapter 11  
)  
) Case No. 23-90085 (CML)  
)  
) **Re: Docket No. 2129**  
)

**NOTICE OF FILING OF PROPOSED ORDER REGARDING DEBTORS' MOTION  
FOR ENTRY OF AN ORDER AUTHORIZING THE (I) ASSUMPTION OF CERTAIN  
EXECUTORY CONTRACTS AND (II) THE ASSUMPTION AND ASSIGNMENT OF  
CERTAIN EXECUTORY CONTRACTS**

[Relates to Dkt. No. 2129]

**PLEASE TAKE NOTICE** that on April 5, 2024, Sorrento Therapeutics, Inc. ("Sorrento") filed its *Debtors' Motion for Entry of an Order Authorizing the (I) Assumption of Certain Executory Contracts and (II) The Assumption and Assignment of Certain Executory Contracts* (the "Motion") [Dkt. No. 2129].

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is Sorrento's proposed form of order.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit B** is a redline of the exhibits to the proposed form of order.<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that copies of the filings in these chapter 11 cases can be obtained through the Bankruptcy Court's electronic case filing system at <https://ecf.txsb.uscourts.gov>.

*[Remainder of Page Intentionally Left Blank]*

---

<sup>1</sup> The Post Effective Date Debtor entities in these chapter 11 cases, along with the last four digits of each entity's federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Post Effective Date Debtors' service address is: 9380 Judicial Drive, San Diego, CA, 92121.

<sup>2</sup> The revised form of proposed order specifically denotes the removal of the Eastgate Bend Two lease from the schedule of Assigned Contracts.

Dated: August 2, 2024

Respectfully submitted,

By: /s/ Ryan Manns

Ryan Manns (SBT 24041391)

Jason I. Blanchard (SBT 24130197)

**NORTON ROSE FULBRIGHT US LLP**

1301 McKinney Street, Suite 5100

Houston, TX 77010

Telephone: (713) 651-5151

Facsimile: (713) 651-5246

Email: ryan.manns@nortonrosefulbright.com

jason.blanchard@nortonrosefulbright.com

***Counsel to David Weinhover, Liquidation  
Trustee of the Sorrento Therapeutics, Inc. et al.,  
Liquidation Trust***

**CERTIFICATE OF SERVICE**

I, Ryan Manns, hereby certify that on the 2<sup>nd</sup> day of August, 2024, a copy of the foregoing *Notice* was served via Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

By: /s/ Ryan Manns

Ryan Manns

# EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

Sorrento Therapeutics, Inc., *et al.*,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 23-90085 (CML)  
)  
) **Re: Docket No.**  
)

**ORDER AUTHORIZING THE (I) ASSUMPTION OF  
CERTAIN EXECUTORY CONTRACTS AND (II) THE ASSUMPTION  
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS**

The Debtors filed their motion (the “Motion”)<sup>2</sup> for entry of an order (this “Order”) authorizing (i) the assumption of certain unexpired contracts (the “Assumed Contracts”), and (ii) the assumption and assignment of certain unexpired contracts (the “Assigned Contracts”). The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order on the Motion. The relief requested in the Motion is in the best interests of the Debtors, their estates, stakeholders, and other parties in interest and the Debtors gave sufficient and proper notice of the Motion and related hearings. Upon consideration of the Motion and any arguments in support of the Motion, the Court finds that good cause exists to grant the requested relief. It is therefore ORDERED THAT:

1. Pursuant to sections 105(a) and 365 of the Bankruptcy Code the Debtors hereby (i) assume the Assumed Contracts (as set forth on Exhibit A hereto) and (ii) assume and assign the Assigned Contracts (as set forth on Exhibit B hereto), in each case effective upon the payment to the applicable counterparty of the applicable cure amount (if any) identified on Exhibit A or Exhibit B, as applicable (the “Cure Costs”).

<sup>1</sup> The Post Effective Date Debtor entities in these chapter 11 cases, along with the last four digits of each entity’s federal tax identification number, are: Sorrento Therapeutics, Inc. (4842) and Scintilla Pharmaceuticals, Inc. (7956). The Post Effective Date Debtors’ service address is: 9380 Judicial Drive, San Diego, CA, 92121.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

2. The Cure Costs may be paid by the Purchaser (as defined in the Sale Order) or a designee thereof. If the Cure Costs are not paid within three business days after entry of this Order (or such later time as agreed to in writing by the applicable contract counterparty), the applicable Assumed Contract or Assigned Contract shall be deemed rejected as of such date.

3. Notwithstanding anything in the Debtors' chapter 11 plan to the contrary, the Assumed Contracts and Assigned Contracts shall not be deemed rejected upon the Plan's effective date, but rather shall be assumed, assigned, or rejected in accordance with the terms of this Order.

4. The Debtors are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

5. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

SIGNED:

---

CHRISTOPHER M. LOPEZ  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A - Assumed Contracts**

<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Cure Amount</b>
Wex Health, Inc.	COBRA Administrative Services Agreement	—
Alliant Insurance Services, Inc.	Broker Services Agreement	—
UnitedHealthcare Insurance Company	Group Dental Policy	—
UnitedHealthcare Benefits Plans of California	Medical and Hospital Group Subscriber Agreement	—
UnitedHealthcare Insurance Company	UnitedHealthcare Select Plus (for Plan CUI4)	—
UnitedHealthcare Insurance Company	UnitedHealthcare PPO Dental	
UnitedHealthcare Insurance Company	UnitedHealthcare Select Plus (for HSA Plan DIWW)	
UnitedHealthcare of California	Medical and Hospital Group Subscriber Agreement Harmony HMO Renewal Contract (288)	
UnitedHealthcare of California	Medical and Hospital Group Subscriber Agreement HMO Renewal Contract (2X0)	
UnitedHealthcare Insurance Company	UnitedHealthcare Vision	
UnitedHealthcare Insurance Company	Group Policy	
<b>Total Cure Costs</b>		<b>\$0.00</b>

**Exhibit B - Assigned Contracts**

<b>Contract Counterparty</b>	<b>Assignee</b>	<b>Description of Contract or Lease</b>	<b>Cure Amount</b>
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Feasibility and Prototyping Phase Proposal	—
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Feasibility and Prototyping Phase Proposal	
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Feasibility and Prototyping Phase Proposal	
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Confidentiality Agreement	
Gener8, LLC	Virex Health, Inc.	Engineering Services Agreement	\$119,764
Gener8, LLC	Virex Health, Inc.	Mutual Confidentiality Agreement	
The Scripps Research Institute	Vivasor, Inc.	License Agreement for Phage Display Vectors	—
<b>Total Cure Costs</b>			<b>\$119,764</b>

# EXHIBIT B



**Exhibit A - Assumed Contracts**

<b>Contract Counterparty</b>	<b>Description of Contract or Lease</b>	<b>Cure Amount</b>
Wex Health, Inc.	COBRA Administrative Services Agreement	—
Alliant Insurance Services, Inc.	Broker Services Agreement	—
UnitedHealthcare Insurance Company	Group Dental Policy	—
UnitedHealthcare Benefits Plans of California	Medical and Hospital Group Subscriber Agreement	—
UnitedHealthcare Insurance Company	UnitedHealthcare Select Plus (for Plan CUI4)	—
UnitedHealthcare Insurance Company	UnitedHealthcare PPO Dental	
UnitedHealthcare Insurance Company	UnitedHealthcare Select Plus (for HSA Plan DIWW)	
UnitedHealthcare of California	Medical and Hospital Group Subscriber Agreement Harmony HMO Renewal Contract (288)	
UnitedHealthcare of California	Medical and Hospital Group Subscriber Agreement HMO Renewal Contract (2X0)	
UnitedHealthcare Insurance Company	UnitedHealthcare Vision	
UnitedHealthcare Insurance Company	Group Policy	
<b>Total Cure Costs</b>		<b>\$0.00</b>

**Exhibit B - Assigned Contracts**

<b>Contract Counterparty</b>	<b>Assignee</b>	<b>Description of Contract or Lease</b>	<b>Cure Amount</b>
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Feasibility and Prototyping Phase Proposal	—
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Feasibility and Prototyping Phase Proposal	
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Feasibility and Prototyping Phase Proposal	
Diagnostic Consulting Network, LLC dba DCN Diagnostics	Virex Health, Inc.	Confidentiality Agreement	
Gener8, LLC	Virex Health, Inc.	Engineering Services Agreement	\$119,764
Gener8, LLC	Virex Health, Inc.	Mutual Confidentiality Agreement	
The Scripps Research Institute	Vivasor, Inc.	License Agreement for Phage Display Vectors	—
<del>Eastgate Bend Two</del>	<del>Vivasor, Inc.</del>	<del>November 27, 2012 Lease (as Amended)</del>	
<b>Total Cure Costs</b>			<b>\$119,764</b>

<b>Summary report:</b> <b>Litera Compare for Word 11.4.0.111 Document comparison done on</b> <b>8/2/2024 4:34:42 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Microsoft Word - 39633840_4_Sorrento - Motion to Assume and Assign Virex Health Contracts.docx	
<b>Modified filename:</b> Sorrento - Order Approving Assumption and Assignment.docx	
<b>Changes:</b>	
Add	0
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>2</b>