

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

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 In re: : Chapter 11
 :
 THQ INC., *et al.*, : Case No. 12-13398 (MFW)
 :
 Debtors.¹ : Jointly Administered
 :
 : RE: Docket Nos. 19, 152, and 155
 -----X

NOTICE OF FILING OF SUPPLEMENT TO POTENTIAL ASSIGNMENT SCHEDULE

PLEASE TAKE NOTICE that on December 19, 2012, THQ Inc. and certain of its subsidiaries, as debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases, filed a motion [D.I. 19] (the “Sale Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”) seeking among other things, entry of an order: (a) approving and authorizing (i) bidding procedures in connection with the sale of some or substantially all of the assets of the Debtors (the “Acquired Assets”); (ii) stalking horse bid protections; (iii) the form and manner of notice of the sale hearing (the “Sale Hearing”) and (iv) other related relief; and (i) authorizing and approving the sale of the Acquired Assets free and clear of all liens, claims, and encumbrances; (ii) approving the asset purchase agreement; (iii) authorizing and approving the assumption and assignment of executory contracts and unexpired leases (the “Contracts”); and (iv) related relief.

PLEASE TAKE FURTHER NOTICE that on January 11, 2013, the Court entered the *Corrected Order Approving and Authorizing (A) Bidding Procedures in Connection with the Sale of the Operating Assets of the Debtors, (B) Stalking Horse Bid Protections, (C) Form and Manner of Notice of the Sale Hearing and (D) Related Relief* [D.I. 152] (the “Bidding Procedures Order”).²

PLEASE TAKE FURTHER NOTICE that on January 14, 2013, the Debtors filed the *Notice of Filing of Contract Notice* [D.I. 155]. Attached thereto as Exhibit A was copy of the *Notice of (I) Entry Into Stalking Horse Agreement and (II) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale of the Debtors’ Assets* (the “Contract Notice”).³

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

² To the extent that there are any inconsistencies between the Bidding Procedures Order and the description of the terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order. To the extent that there are any inconsistencies between the Bidding Procedures and the summary description of the terms and conditions contained in this Notice, the terms of the Bidding Procedures shall control.



PLEASE TAKE FURTHER NOTICE that Exhibit 1 to the Contract Notice was the list of Contracts that the Debtors may seek to assume and assign (the “Potential Assignment Schedule”) in connection with the sale of the Acquired Assets. The Potential Assignment Schedule identifies, among other things, the amount, if any, determined by the Debtors to be necessary to be paid to cure any existing default under each Contract (the “Cure Amount”). Attached hereto as Exhibit A is a supplement to the Potential Assignment Schedule (the “Supplement”) reflecting certain modifications thereto.

PLEASE TAKE FURTHER NOTICE that pursuant to the Bidding Procedures Order and as set forth in the Contract Notice, other than objecting to the ability of a Successful Bidder (or Successful Bidders) to provide adequate assurance of future performance, objections, if any, to the proposed assumption and assignment of any of the Contracts (including the ability of the Stalking Horse Bidder to provide adequate assurance of future performance), must: (a) be in writing, (b) set forth the basis for the objection as well as any Cure Amount that the objector asserts to be due (in all cases with appropriate documentation in support thereof), and (c) be filed with the Clerk of the Court, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington DE 19801, and served on the Notice Parties **so as to be actually received no later than 4:00 p.m. (prevailing Eastern Time) on January 18, 2013.**

Dated: January 15, 2013
Wilmington, Delaware

/s/ Jaime Luton Chapman

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*Proposed Counsel to the Debtors
and Debtors in Possession*

EXHIBIT A

Supplement to Potential Assignment Schedule

NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Amount	Combined?	>1 Name?
ADDITIONS					
Engagement Letter to defend THQ (Impulse Technology Ltd. v. Microsoft Corporation, et al.) - Civil Action					
Weil, Gotshall & Manges LLP	No. 1:11-cv-586- GMS (District of Delaware)	Law Firm Engagement Letter			1
Cooley LLP	Engagement Letter to defend THQ Board of Directors (Shareholder Derivative Suit)	Law Firm Engagement Letter			1
Prime Interiors Inc.	General Terms of Design and Construction Management Services	Consulting			1
Technicolor Home Entertainment Services, Inc., Technicolor Videocassette of Michigan, Inc., and Technicolor Disc Services International Limited	Replication, Packaging, Distribution and Returns Processing Services Agreement	Replication, Packaging, Distribution and Returns Proce			1
Blue Cross of California d/b/a Anthem Blue Cross	HMO Group Benefit Agreement	Benefit			2
Blue Cross of California d/b/a Anthem Blue Cross	CA PPO Group Benefit Agreement	Benefit			2
Anthem Blue Cross Life and Health Insurance Company	Non-CA PPO Group Benefit Agreement	Benefit			1
Mosaic Sales Solutions US	Master Services Agreement - Wal-Mart in-store merchandising/display	Retail			1
Binari Sonori srl	Master Consulting Agreement	Consulting			1
Vicon House of Moves Motion Capture Studios	Master Consulting Agreement	Consulting			1
Leviathan Games Inc.	Work for Hire Agreement - prototype for tablet	Work for Hire	-	-	1
Lightning Prototypes LLC d/b/a Magic Pixel Games	Work for Hire Agreement - Art Design for cutscenes	Work for Hire			1
VoiceWorks Productions, Inc.	Master Work for Hire Agreement - Voice Over and Union Signatory Services	Work for Hire			1
CHANGES					
Nintendo of America Inc.	Nintendo - Development Tools User Agreement Wii Console Wi-Fi Tool Set	License - Platform	-	-	2
Nintendo of America Inc.	Nintendo - Wii U SDK Terms and Conditions	License - Platform	-	-	2
Playstation Network Europe Limited	Playstation Network Europe Limited - Playstation Store Agreement	License - Platform	-	-	1
Sony Computer Entertainment America Inc.	Sony Computer Entertainment America Inc. - Global PS3 Licensed Publisher Agr. (U.S./Canada) 3/5/07	License - Platform	18,250	Yes	3
Sony Computer Entertainment America Inc.	Sony Computer Entertainment America PlayStation3 Tool Loan Agreement	License - Platform	18,250	Yes	3
Sony Computer Entertainment America Inc.	Sony Computer Entertainment America Inc. - PSP Licensed Publisher Agreement (U.S./Canada) 9/15/04	License - Platform	18,250	Yes	3
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America LLC - Playstation Store Resale Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America LLC - PS2 Emulation Software License Agreement for the PS3	License - Platform	-	Yes	6
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America PlayStation Vita Development Agreement	License - Platform	-	Yes	1
Sony Computer Entertainment Europe Limited	Sony Computer Entertainment Europe Limited - Global PlayStation3 Format Licensed Publisher Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment Europe Limited	Sony Computer Entertainment Europe Limited - Playstation Online Access Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment Europe Limited	Sony Computer Entertainment Europe Limited/THQ (UK) Limited - PSP Licensed Publisher Agrmt 12/9/05	License - Platform	-	Yes	6
Sony Computer Entertainment Europe Limited	Sony Computer Entertainment Europe Ltd - PSP2 Tools & Materials Loan Agmt (Blue Tongue Ent.)	License - Platform	-	Yes	6
Sony Computer Entertainment Europe Limited	Sony Computer Entertainment Europe Ltd - Playstation Network Subscriptions Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment Europe Limited	Sony Computer Entertainment Europe Limited - PS3 Peripheral License Agreement (uDraw)	License - Platform	-	Yes	6
Sony Computer Entertainment Inc.	Sony Computer Entertainment Inc./THQ Asia Pacific - Global PS3 Licensed Publisher Agr. 12/1/08	License - Platform	-	Yes	3
Sony Computer Entertainment Inc.	Sony Computer Entertainment Inc./THQ Asia Pacific - PSP Licensed Publisher Agr. 3/1/09	License - Platform	-	Yes	3
Sony Computer Entertainment Inc.	Sony Computer Entertainment Inc./THQ Korea - Global PS3 Licensed Publisher Agr. (Korea)	License - Platform	-	Yes	3
Sony Computer Entertainment Inc.; Sony Computer Entertainment Korea Inc. with copy to:	Sony Computer Entertainment Inc./Sony Korea/THQ Korea - PS2 Licensed Publisher Agr. (Korea)	License - Platform	-	Yes	1
Sony Computer Entertainment Japan	Sony Computer Entertainment Japan/THQ Japan - PSP Licensed Publisher Agr. (Japan) 4/13/06	License - Platform	-	-	1
Sony Computer Entertainment Japan	Sony Computer Entertainment Japan/THQ Japan - PSP Licensed Publisher Agr. (Japan) 4/13/06	License - Platform	-	Yes	2
Sony Computer Entertainment Japan	Sony Computer Entertainment Japan/THQ Japan - PS3/PSN Licensed Publisher Agr. (Japan) 3/16/07	License - Platform	-	Yes	2
Janrain Inc.	Janrain Inc. - Playstation 3 Subcontractor Agreement (Approved by Sony Computer Ent.)		-	-	1
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America PlayStation Next Generation Hardware Tool Loan Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America PlayStation Next Generation Hardware Tool Loan Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America PlayStation Next Generation Hardware Tool Loan Agreement	License - Platform	-	Yes	6
Sony Computer Entertainment America, LLC	Sony Computer Entertainment America PlayStation Next Generation Hardware Tool Loan Agreement	License - Platform	-	Yes	6
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Enterprises	Music Licensing Letter of Intent for Comemrcial Use, Master Use Rights	Music LOI	-	Yes	2
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11

NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Amount	Combined?	>1 Name?
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Music LOI	5,500	Yes	11
Universal Music Enterprises	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	Music LOI	-	Yes	2

DELETIONS

LucasFilm Ltd.	LucasFilm - Merchandise License Agreement	Licensee	-	-	1
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Footnotes

- (1) The above cure amounts are as of January 10th and will be reduced by amounts subsequently paid
- (2) The contracts with a "Yes" in the "Combined?" column indicate that these contracts have similar names and that the cure amount has been allocated to only 1 entity instead of to all entities.
- (3) The contracts with a number greater than 1 in the ">1 Name?" column indicate that a contract with the same name has been allocated the same cure amount across multiple contracts. The cure amount is the amount listed for only 1 contract, not for all contracts. Therefore, the total for an entity with the same name should NOT be totaled.