

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)  
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 Debtors.<sup>1</sup> : Jointly Administered  
 :  
 : RE: Docket Nos. 10 and 40  
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**FINAL ORDER AUTHORIZING THE SALE  
OF CERTAIN OF THQ INC.'S ACCOUNTS RECEIVABLE**

Upon the Motion<sup>2</sup> of THQ Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”), for entry of an order, pursuant to sections 105(a) and 363(b) and (f) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6004-1 Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), authorizing THQI to sell to Wells Fargo Bank, National Association (the “**Purchaser**”) certain accounts receivables pursuant to the terms of the Receivables Purchase Agreement; and upon the Farrell First Day Declaration; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and it appearing that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no

<sup>1</sup> 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.

<sup>2</sup> All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.



other or further notice need be given; and a hearing (the “**Hearing**”) having been held to consider the relief requested in the Motion; and upon the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED, and DECREED that:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105 and 363 of the Bankruptcy Code (and to the extent applicable, section 364 of the Bankruptcy Code), THQI is to sell, transfer, and convey the Walmart Receivables to the Purchaser in accordance with the Receivables Purchase Agreement.
3. The sale of the Walmart Receivables pursuant to the Receivables Purchase Agreement is in the best interest of the Debtors, their estates, creditors and other parties in interest.
4. That upon the closing of the sale of each of the Walmart Receivables, the Walmart Receivables shall be transferred to the Purchaser free and clear of all liens, claims, encumbrances, or other interests of any kind and nature (the “**Encumbrances**”) pursuant to Bankruptcy Code section 363(f).
5. All persons and entities holding Encumbrances with respect to the Walmart Receivables are hereby barred from asserting such Encumbrances against the Purchaser, its successors or assigns or the Walmart Receivables.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors and the Purchaser, as well as their officers, employees, and agents, shall be, and hereby are, authorized to take any and all actions and/or execute any and all documents as may be necessary or desirable to consummate the transactions contemplated by the Receivables Purchase Agreement. Any actions taken by the Debtors and the Purchaser necessary or desirable to consummate such transactions prior to the entry of this Order are hereby ratified.

7. The Receivables Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of this Court.

8. The failure specifically to include any particular provisions of the Receivables Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Receivables Purchase Agreement be authorized and approved in its entirety.

9. The sale of the Walmart Receivables and the Receivables Purchase Agreement are undertaken by the Debtors and the Purchaser in good faith and that the Purchaser is entitled to the full protections contemplated and provided for under 11 U.S.C. section 363(m) related to the sale of the Walmart Receivables authorized by this Order.


10. Bankruptcy Rule 6003(b) has been satisfied.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such motion and the requirements of Bankruptcy Rule 6004(a).

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January 4, 2013  
Wilmington, Delaware

  
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Mary F. Walrath  
United States Bankruptcy Judge