UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
	:	Case No. 12-13398 (MFW)
THQ INC., *et al.*,	:	
	:	Jointly Administered
Debtors.[1]	:	
	:	**Hearing Date: February 19, 2013 at 9:30 a.m. (ET)**
	x	**RE: Docket No. 332**

NOTICE OF FILING OF FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

PLEASE TAKE NOTICE that on February 12, 2013, THQ Inc. and its affiliated debtors and debtors in possession (collectively, the "**Debtors**") in the above-referenced chapter 11 cases, filed the **Debtors' Motion Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 6004, 6006 and 9019, for an Order Authorizing the Debtors to Enter Into Agreements with Take-Two Interactive Software, Inc., World Wrestling Entertainment, Inc. and Yuke's Co., Ltd.** (the "Motion") [Docket No. 332] with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit 1 is the First Amendment to Asset Purchase Agreement (the "APA"). The APA was attached to the Motion as Exhibit D.

Dated: February 18, 2013
Wilmington, Delaware

/s/ Jaime Luton Chapman

Michael R. Nestor (No. 3526)
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-and-

[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); Volition, Inc. (4944); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless Inc. (7991); and Vigil Games, Inc. (8651). The Debtors' principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

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Counsel to the Debtors and Debtors in Possession

EXHIBIT 1

First Amendment to Asset Purchase Agreement

FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT

This First Amendment to the Asset Purchase Agreement (this "Amendment"), with respect to the Asset Purchase Agreement, dated as of February 12, 2013, is dated as of February 18, 2013, by and between **Take-Two Interactive Software, Inc.**, a Delaware corporation ("**Buyer**") and **THQ Inc.**, a Delaware corporation ("**Seller**").

W I T N E S S E T H:

WHEREAS, the Sellers and Buyer are party to that certain Asset Purchase Agreement, dated as of February 12, 2013 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to Section 12.4 of the Purchase Agreement, the Purchase Agreement may be amended by a written agreement executed by Seller and Buyer; and

WHEREAS, the parties hereto desire to amend certain provisions of the Purchase Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Amendment to Purchase Agreement</u>.

(a) Section 2.1(f) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"(i) all Contracts set forth on Schedule C to this Agreement, including any Contracts or other agreements transferred on to Schedule C prior to, at or after the Closing pursuant to the terms of Section 7.9, which Schedule C shall also set forth the Cure Costs associated with each such Contract and (ii) all Executory Music LOIs ((i) and (ii) together, the "**Assumed Contracts**"); *provided, however*, that such Contracts shall exclude the Contracts Removed from any Schedule;"

(b) Section 2.5 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"<u>Assignments; Determined Cure Costs</u>. Seller shall transfer and assign all Assumed Contracts to Buyer, and Buyer shall assume all Assumed Contracts from Seller, as of the Closing Date pursuant to the Sale Order. In connection with such assignment and assumption, Buyer shall cure monetary defaults under such Assumed Contracts (excluding with respect to any Executory Music LOIs, if any), (i) only as and to the extent of the amounts set forth on Schedule C, and (ii) subject to clause (i), to the extent required by Section 365(b) or (f) of the Bankruptcy Code. In

consultation with and at the direction of Buyer, (x) as soon as practicable after the Closing or (y) in the event that Seller has not provided Buyer a complete and correct copy of a Contract listed on Schedule A-9 at least two (2) Business Days prior to the Closing Date, with respect to any such Contract as soon as practicable after any such Contract has been provided to Buyer after Closing, but solely to the extent such Contract is made an Added Contract in accordance with Section 7.9 hereof, Seller shall file and prosecute any pleadings with the Bankruptcy Court as may be reasonably required by Buyer (a) to assume and assign any Added Contracts, and/or (b) to determine the amount of any Cure Cost, asserted or otherwise. As and when a Cure Cost becomes a Determined Cure Cost, the amount of such Determined Cure Costs (excluding with respect to any Executory Music LOIs, if any) shall be paid by Buyer only as and to the extent of the amounts set forth on Schedule C, including the Added Contract Cure Costs (cumulatively, the "**Scheduled Cure Amounts**"), and Seller shall be responsible for paying and shall pay any Determined Cure Cost to the extent such cost is in excess of the Scheduled Cure Amounts. In the case of licenses, certificates, approvals, authorizations, Contracts and other commitments included in the Acquired Assets (a) that cannot be, or in the case of clause (1) cannot be or are not, transferred or assigned effectively (1) prior to the Closing, or (2) without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Seller shall, subject to any approval of the Bankruptcy Court that may be required, cooperate with Buyer in all reasonable respects, including by complying with the terms of Section 2.6, to provide to Buyer the benefits thereof in some other manner, or (b) that are otherwise not transferable or assignable (after giving effect to the Sale Order and the Bankruptcy Code), Seller shall, subject to any approval of the Bankruptcy Court that may be required, reasonably cooperate, including by complying with the terms of Section 2.6, with Buyer to provide to Buyer the benefits thereof in some other manner (including the exercise of the rights of Seller thereunder)."

(c) Section 2.6 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Further Actions and Assurances. At the Closing and with respect to Added Contracts, as soon as practicable after Seller has added a Contract to Schedule C whether prior to, at or after Closing pursuant to Section 7.9 hereof, Seller shall execute and deliver to Buyer such other instruments of transfer as shall be reasonably necessary or appropriate to vest in Buyer good and indefeasible title to the Acquired Assets, including the Seller's rights under any contract transferred to Schedule C pursuant to section 7.9 hereof, free and clear of any and all Claims, Encumbrances and Liabilities, except (a) as set forth on Schedule 5.5, (b) for the Assumed Liabilities, (c) for Permitted Encumbrances and (d) any Nonassignable Asset, and to comply with the purposes and intent of this Agreement and such other

instruments as shall be reasonably necessary or appropriate to evidence the assignment by Seller and assumption by Buyer of the Assumed Contracts. Each of Seller and Buyer shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such documents and other papers, as may be required to consummate the transactions contemplated by this Agreement at or after the Closing, including, subject to Section 2.5, assistance by Seller with the transfer of the Acquired Inventory, Acquired Permits, Acquired Documents, Acquired Intellectual Property, Product Registrations and Added Contracts (including with respect to making all appropriate filings and submissions with the Bankruptcy Court, United States Copyright Office, United States Patent and Trademark Office and any applicable similar agencies in foreign jurisdictions promptly after Closing, and in any event within thirty (30) days of Closing) that are Acquired Assets. To the extent that any asset related to any Acquired Lot or otherwise to be acquired by Buyer upon the Closing is determined by the Bankruptcy Court to be non-assignable pursuant to section 365(c) of the Bankruptcy Code (each, a "Nonassignable Asset"), such Nonassignable Asset shall at Buyer's option (i) excluded from the sale contemplated hereby and the Purchase Price shall be reduced by the amount of the Assumed Liabilities represented by such Nonassignable Asset (provided, that in no event shall the Purchase Price be reduced to an amount less than zero), or (ii) be held, as of and from the Closing Date, for the benefit and burden of the Buyer, and the covenants and obligations thereunder shall be fully performed by Buyer on the relevant Seller's behalf (to the extent such covenants and obligations are Assumed Liabilities), and all rights (to the extent such rights are Acquired Assets) existing thereunder shall be for Buyer's account. To the extent permitted by applicable law, the relevant Seller shall take or cause to be taken, at Buyer's expense, such actions as Buyer may reasonably request which are required to be taken or appropriate in order to provide Buyer with the benefits and burdens of the Nonassignable Asset. The relevant Seller shall promptly pay over to Buyer the net amount (after expenses and Taxes of Seller (after taking into account any Tax benefits arising from such payments)) of all payments received by it in respect of all Nonassignable Assets, other than payments received from Buyer pursuant to this Agreement. In all instances after Closing, if Seller will incur any out-of-pocket costs, other than Cure Costs in excess of those set forth on Schedule C, in complying with its obligations under this Section 2.6, such out-of-pocket costs shall be borne at the direction of Buyer by, or reimbursed to the applicable Seller by, Buyer. Prior to the Closing, the Parties shall cooperate in good faith to identify any assets, properties, rights, titles or interests that may not be able to be conveyed at Closing."

(d) Section 7.9 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Updates to Schedule C. (x) At any time and from time to time between the date hereof and the Closing Date, Buyer may, in its sole discretion or (y) in the event that Seller has not provided Buyer with a complete and correct copy of any Contract listed on Schedule A-9 at least two (2) Business Days prior to the Closing, with respect to any such Contracts at any time and from time to time following the Closing, Buyer may, in its reasonable discretion, add to Schedule C any Contract listed on Schedule A-9 (an "**Added Contract**"), and such updated Schedule C shall become Schedule C for all purposes hereunder; *provided, however*, that the Cure Cost with respect to such Added Contract (the "**Added Contract Cure Cost**") shall equal (a) the amount set forth on Schedule C (if any) following addition of the Added Contract to such Schedule, (b) if no Cure Cost for such Added Contract is set forth on Schedule C, the amount of Cure Cost to be set forth on Schedule C for such Added Contract shall be the Cure Cost set forth on Schedule B (if any), and (c) if no Cure Cost for such Added Contract is set forth on Schedule B or Schedule C, then Seller and Buyer shall cooperate in good faith to mutually agree on the Cure Cost, if any, to be set forth on Schedule C for such Added Contract; *provided, further*, that such Added Contract and the related Cure Cost shall remain subject to Section 2.5."

2. Governing Law. This Amendment shall be governed in all respects in accordance with the provisions of Section 12.8(a) of the Purchase Agreement.

3. No Other Amendment. Except as amended hereby, the Purchase Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

5. Incorporation by Reference. Article XII is hereby incorporated by reference as if entered in its entirety hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date hereof.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: _____
Name:
Title:

THQ INC.

By: _____
Name:
Title: