

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

In re:

THQ INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 12-13398 (MFW)
Jointly Administered

Re: Docket No. 709

**LIMITED OBJECTION OF ZUFFA, LLC TO CONFIRMATION
OF THE AMENDED CHAPTER 11 PLAN OF LIQUIDATION
OF THQ INC. AND ITS AFFILIATED DEBTORS DATED MAY 28, 2013**

Zuffa, LLC (“Zuffa”), an administrative creditor of THQ Inc. (“THQI”), one of the debtors and debtors in possession herein (collectively, the “Debtors”), hereby objects (the “Limited Objection”) to confirmation of the *Amended Chapter 11 Plan of Liquidation of THQ Inc. and Its Affiliated Debtors*, dated May 28, 2013 [Dkt. No. 709] (the “Plan”)² on the grounds and for the reasons set forth below.

I. SUMMARY OF LIMITED OBJECTION

1. As described in more detail below, Zuffa asserts administrative claims and claims for funds held in constructive trust by the Debtors for Zuffa’s benefit. Those claims include liquidated claims that exceed \$1.9 million, plus additional amounts that have not yet been liquidated. The Debtors have advised Zuffa that they disagree with Zuffa’s assertions that those claims are entitled to administrative priority, as well as Zuffa’s constructive trust allegations. Nonetheless, if Zuffa prevails on its claims, it will be entitled to full cash payment of those claims under the Plan.

¹ The Debtors in these chapter 11 cases (the “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).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Plan.



2. Unfortunately, the Plan does not appear to sufficiently protect creditors, like Zuffa, who assert administrative claims but whose claims may not be litigated to finality until sometime after the Effective Date. In this regard, the Plan fails in two respects.

3. First, the Plan provides for the creation and funding of an Administrative Claims Reserve, but that reserve is defined as “the reserve of Cash *established and maintained by THQI* in the *estimated amount* necessary to pay in full all Administrative Claims that are outstanding as of the Effective Date. . . . Before the Effective Date, *the Debtors shall determine the estimated amount necessary* to fund the Administrative Claims Reserve.” See Plan, sections 1.06; 8.13(a) (emphasis added).

4. This definition appears to leave the Debtors with unbridled discretion to establish the amount of funds to be deposited into the reserve based on their estimate of what is “necessary.” The wholly discretionary and “estimated” nature of this determination – with no Court approval or even disclosure required – improperly puts administrative claimants at risk that the Debtors’ estimates will prove insufficient and that the Administrative Claim Reserve will fall short, thereby jeopardizing the recoveries of the administrative claimants. Rather than leave the Debtors to an unsupervised exercise in estimation, the Plan should expressly provide that administrative claims must be reserved for dollar-for-dollar in the full amounts asserted by the claimants unless and until the Court determines otherwise.

5. Second, nowhere have the Debtors provided any information whatsoever to demonstrate the financial wherewithal of the Debtors to implement the Plan on the Effective Date. At a minimum, as part of proving up their case on feasibility of the Plan, the Debtors must provide evidence of the sources and uses of cash on the Effective Date – including evidence showing how much cash on hand will be used to fund the Administrative Claims

Reserve, the Operating Reserve, and the various other reserves and expenditures to be undertaken by the estate on the Effective Date. Without such information, there is no way for administrative creditors to know whether sufficient cash will be reserved for them to cover future claim allowances. Until all reserve amounts are disclosed, proven to be sufficient and approved by the Court, the Plan cannot be shown to be feasible.

6. The Plan also implements a highly questionable process for the attempted preservation of potential litigation claims that presently reside with the estates. Specifically, the Plan provides for the preservation of all Causes of Action, utilizing an extremely broad and generic definition for that term. The Debtors have then proposed to file a non-exhaustive list of potential “targets” of such litigation – *but that list is not required to be filed until the very same date that both votes and objections to confirmation are due*. The Debtors filed such list a day early on July 1, 2013. Thus, potential “targets” of such litigation did not know that they have been targeted until *literally* the eve of the deadline to vote on the plan and object to confirmation. As discussed in more detail below, the failure to timely disclose potential Causes of Action in this manner implicates not only good faith questions, but also the ability to preserve any such claims and the ability of the Court to retain jurisdiction over them.

7. For these reasons, Zuffa files this Limited Objection:

(a) to ensure that the Debtors comply with their Plan obligation to fund the Administrative Claims Reserve with sufficient funds to pay all Administrative Claims in full in compliance with sections 503(b), 507(a)(2), 1129(a)(1)–(4), and 1129(a)(11) of the Bankruptcy Code and, specifically, that the Debtors deposit \$1,913,017.75 on account of Zuffa’s administrative/constructive trust claim in the Reserve; and

(b) to object to the manner in which the Debtors purport to preserve specific Causes of Action against third parties under the Plan, because such disclosures have not been made in sufficient time for parties in interest to consider before voting on or objecting to the Plan, thereby eviscerating this Court's "related to" jurisdiction over such Causes of Action.

II. BACKGROUND

A. Zuffa's POC and Request for Payment of Administrative Expense Claim

8. On April 4, 2013, Zuffa filed a timely form-compliant general unsecured proof of claim (the "POC") with an addendum (the "Addendum") against THQI. The Addendum described and asserted alternate theories of recovery including, *inter alia*, an administrative expense claim and contract claims against THQI, and reserved procedural and substantive rights to amend, modify or enforce Zuffa's enumerated claims (collectively, the "Claims"). The POC was assigned claim number 417 and is listed on the Debtors' claims register (the "Claims Register") as a general unsecured claim in the amount of \$1,913,017.75. A copy of the POC is annexed hereto as Exhibit A.

9. On May 6, 2013, Zuffa filed a timely, form-compliant Request for Payment of Administrative Expense Claim together with a copy of the Addendum, asserting, *inter alia*, an administrative expense claim for the Claims (the "Administrative Expense Claim"). The Administrative Expense Claim was assigned No. 671 and is listed on the Claims Register as "unliquidated". A copy of the Administrative Expense Claim is annexed hereto as Exhibit B.

10. The Addendum lays out sufficient facts as well as the intentions of Zuffa with respect to enforcement of its Claims to put all parties in interest on notice of Zuffa's Administrative Expense Claim in the full amount of \$1,913,017.75 and of the alternative theories of recovery including Zuffa's assertion of a constructive trust. Moreover, the deadline

for Zuffa to amend its Claims or file an administrative claim for post-April 3, 2013 expenses has not passed.³

B. Overview of Zuffa's Claims

11. Pre-petition, Zuffa and THQI entered into a licensing agreement pursuant to which THQI was granted the right to develop, manufacture, distribute, sell and otherwise exploit certain licensed products (video games) embodying Zuffa's property. Such license was not transferable by THQI without Zuffa's consent. Pre-petition, THQI failed to exploit the licensed products in an economically successful manner. As a result, in the spring of 2012, Zuffa and THQI commenced negotiations to terminate their contractual relationship consensually and transfer the license to a third party acceptable to Zuffa.

12. After protracted arms' length negotiations, on or about June 1, 2012, THQI, Zuffa and Zuffa Marketing LLC d/b/a "Ultimate Fighting Championship", "PRIDE Fighting Championship" and "PRIDE FC" ("Zuffa Marketing") entered into that certain Settlement, Mutual Release and License Agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement, *inter alia*, THQI agreed to transfer its Zuffa-granted exclusive, worldwide license to an acceptable third party designated by Zuffa in exchange for, among other things, a cash payment from Zuffa to THQI in the amount of \$10,000,000.00. Absent Zuffa's consent, THQI had no ability to transfer the license in any such manner. In the Settlement Agreement, THQI further agreed to wind down certain business and licensing activities and turn over documents and licensed product by March 31, 2013 and to commence

³ Zuffa contends that THQI's obligation to maintain the Return Reserve (as defined herein) extant is a post-petition obligation of THQI's, therefore amendment could be made timely until the deadline imposed by the Plan, *i.e.*, within 5 Business Days of the Effective Date. *See* Plan, Section 2.02. In fact, THQI has continued the practice post-petition and has, upon information and belief, recently added \$47,900.46 to the Return Reserve from post-Petition Royalties. Zuffa will file another request for payment of administrative expense for such additional sum.

winding down other activities and produce additional documents and other materials on April 1, 2013.

13. Pursuant to the Settlement Agreement, THQI continued to collect Royalties (as defined in the Settlement Agreement) due and owing to Zuffa on the sale of the licensed product. From earned and due and owing Royalties, THQI reserved a portion of the Royalties as a hedge against future charges, credit, markdowns, and returns of licensed product by THQI customers (the “Return Reserve”). The Return Reserve is comprised entirely of Zuffa’s previously fully earned Royalties. Under the operative agreements, THQI has no right or discretion to alter its obligation to maintain the Return Reserve or to cease maintaining it for the benefit of Zuffa. The obligation to maintain the Return Reserve continues during the contractual period. As such, THQI was not contractually granted a legal or equitable interest in the Return Reserve.

14. The Settlement Agreement contains the parties’ express agreement that their obligations under the Settlement Agreement are, and would be in a bankruptcy context, executory. *See* Settlement Agreement at ¶ 8(h). Moreover, THQI agreed that in the event of a chapter 11 case, until the Settlement Agreement was rejected, all payments, including Royalties payable would be administrative expenses of THQI’s estate. *Id.* at ¶ 8(h)(i).

15. The dollar amount sought by Zuffa in the POC and Administrative Expense Claim—\$1,913,017.75—is based on THQI’s business records; and accordingly, upon information and belief, not disputed by THQI.⁴

⁴ As set forth in the Administrative Expense Claim, Zuffa is also entitled to post-petition Royalties; some of which have been paid by THQI. The amount of such post-petition Royalties is determined by THQI’s business records and, to date, THQI has not provided same to Zuffa. Accordingly, all rights with respect to such additional sums and to include all post-petition sums added to the Return Reserve are reserved.

C. Treatment of Administrative Claims under the Plan and Funding of the Administrative Claims Reserve

16. Under the Plan, Administrative Claims are not placed into Classes, are not considered Impaired and do not vote on the Plan. Under the Plan, an Administrative Claims Reserve shall be established and funded with Cash in an amount to be estimated and established by THQI “as soon as practicable after the Effective Date”. *Id.*, Section 8.13(a). The Debtors contend—but have not submitted any schedules, exhibits or other evidence either with the Disclosure Statement or as a plan supplement—that such Reserve will be sufficient to pay all Administrative Claims, including any Disputed Administrative Claims.

17. Rather than establish the sufficiency of the Administrative Claims Reserve as part of the confirmation process, the Debtors merely intone that the Reserve will be sufficient and backstop such purported sufficiency by imposing a post-confirmation obligation on THQI to fund the Administrative Claims Reserve from Revested Assets. *Id.*, Section 8.13(a).

18. The proposed amount of the reserve for Disputed Administrative Claims is not disclosed or referenced anywhere. Section 8.13(h) contemplates that the amount of such Claims shall be the stated liquidated “face amount” of the Disputed Claim (unless the Claim is estimated to be a different amount by an order of the Court), but that provision is contradicted by the definition of Administrative Claims Reserve, which gives the Debtors unfettered and unsupervised discretion to estimate the reserve amount. At a minimum, these Plan provisions need to be reconciled, and the Debtors must then provide evidence as to how (a) the reserve amount is calculated, and (b) they will fund the full amount of that required reserve.

D. Plan Mechanics for Preserving Causes of Action Against Third Parties.

19. Under the Plan, the Debtors purport to preserve Causes of Action.⁵ The mechanics for identifying such Causes of Action and purportedly preserving them are laid out—in very general terms—in Section 9.01(a) of the Plan, which provides, in part:

As of the Effective Date, THQI shall retain all rights on behalf of the Debtors and the Estates to commence, pursue, and settle, as appropriate, any and all Causes of Action (including Avoidance Actions), whether arising before or after the Petition Date, in any court or other tribunal, including, without limitation, an adversary proceeding filed in the Cases. The failure to explicitly list any Causes of Action and other potential or existing claims of the Debtors or Estates is not intended to limit the rights of THQI to pursue any Causes of Action and claims not so identified. The Debtors shall file a non-exhaustive list of Causes of Action at least ten (10) Business Days before the Confirmation Hearing; provided, however, that notwithstanding any otherwise applicable principle of law or equity, including any principles of judicial estoppel, res judicata, collateral estoppel, issue preclusion, or any similar doctrine, the failure to list, disclose, describe, identify, analyze, or refer to any Cause of Action, or potential Cause of Action, in the Plan, the Disclosure Statement, or any other document filed with the Bankruptcy Court shall in no manner waive, eliminate, modify, release, or alter the Debtors', Estates', or the Litigation Trustee's right to commence, prosecute, defend against, settle, and realize upon any Cause of Action that the Debtors or the Estates have or may have as of the Confirmation Date. (Emphasis added).

20. Ten Business Days prior to the Confirmation Hearing – the deadline for the Debtors to file their list of Causes of Action—is July 2, 2013—the very same day as the deadline for creditors to vote on and file objections to the Plan. The Debtors filed their lists on July 1, 2013 – effectively providing creditors with approximately 24 hours' notice of the purportedly preserved Causes of Action.⁶

21. Whether the timing selected by the Debtors is simply coincidental or intentional, the effect is the same – the Debtors withheld their disclosure of potential “targets” of future

⁵ The term “Causes of Action” in the Plan is broadly defined, and as such, is virtually unlimited. See Plan, Section 1.22.

⁶ Zuffa appears on three lists filed by THQI [Dkt. No. 827]: (i) a list of entities that received a payment during the preference period, (ii) a list of entities that are a party to a significant contract that was terminated within two years of the Petition Date and (iii) a list of customers with outstanding accounts receivable balances.

litigation until the very *eve* of the Plan voting and objection deadlines. Zuffa submits that the resulting failure to timely disclose potential Causes of Action in this manner implicates not only good faith issues, but also the ability of the estates to preserve any such claims and the power of the Court to retain jurisdiction over them.

III. ARGUMENT

A. Zuffa Has A *Prima Facie* Valid Administrative Claim and The Administrative Claims Reserve Should Provide for Same in the Amount of \$1,913,017.75

22. As set forth herein, for purposes of the Administrative Claims Reserve, Zuffa has either a valid Administrative Claim or a Disputed Administrative Claim. The description of the Claims and the facts set forth in the Addendum present a *prima facie* valid claim that must be properly reserved for by the Debtors. *See, e.g., Allegheny Int'l, Inc. v. Snyder (In re Allegheny Int'l, Inc.)*, 954 F. 2d 167, 173 (3d Cir. 1992) (where claimant alleges sufficient facts to support its claim, its claim is afforded *prima facie* validity.)

23. In addition, and subject to a full reservation of rights, the alternative theories propounded by Zuffa. *i.e.* the administrative nature of THQI's obligation to maintain the Return Reserve in the exact same dollar amount as the pre-petition amount is a post-petition administrative obligation and also that the Return Reserve is not property of the estate but held in constructive trust by THQI, are facially colorable.⁷ The facts set forth in the Addendum also

⁷ A "constructive trust" is a relationship with respect to property that subjects the person who holds title to property to an equitable duty to convey it to another because the holder's acquisition or retention of the property would constitute unjust enrichment. The statutory basis for the assertion of a constructive trust in a bankruptcy case is section 541(d) which provides, in part, "[P]roperty in which the debtor holds, as of the commencement of the case, only legal title and not an equitable interest - becomes property of the estate under subsection (a)(1) or (2) of this section only to the extent of the debtor's legal title to such property, but not to the extent of any equitable interest in such property that the debtor does not hold." Determination of whether the estate holds "only legal title and not an equitable interest" is made under state law. In *Travelers Casualty & Surety Co. v. Pacific Gas & Electric Co.*, 549 U.S. 443, 167 L. Ed. 2d 178, 186 (2007) ("[p]roperty interests are created and defined by state law," and "[u]nless some federal interest requires a different result, there is no reason why such interests should be analyzed differently simply because an interested party is involved in a bankruptcy proceeding,") (quoting *Butner v. United States*, 440 U.S. 48, 55, 59 L. Ed. 2d 136 (1979)); *see also City of Farell v. Sharon Steel Corp.*, 41 F.3d 92, 95 (3rd Cir. 1994) ("we look to state law to determine whether the claimant has shown a trust relationship"); *Sanyo Elec.*,

support a claim of conversion.⁸ Regardless, it is not necessary under the Plan that Zuffa's Claims be finally determined at this time in order to compel the Debtors to reserve for such Claims at their "face amount" – \$1,913,017.75. *See* Plan, Section 8.13(h). It is critical, however, that THQI reserve for the Claims in such "face amount" (and not as an unliquidated sum as the Claims Register currently provides) so that the Administrative Claims Reserve is sufficient – and therefore the Plan is feasible under section 1129(a)(11) of the Bankruptcy Code.

24. The relief sought in this Limited Objection is essential because Zuffa's Claims could increase the putative Administrative Claims Reserve by more than 50%. According to the Claims Register, the aggregate amount of listed, liquidated timely-filed Administrative Claims is approximately \$3,460,000 (excluding Zuffa's claim). Zuffa and other creditors are entitled to credible assurance from the Debtors that the Administrative Claims Reserve is properly and fully funded on the Effective Date, in a sum certain on a dollar-for-dollar basis, and therefore not subject to post-confirmation risk that the Revested Assets are insufficient to fund any shortfall or that the Plan cannot comply with the priority scheme of the Bankruptcy Code.

Inc. v. Howard's Appliance Corp. (In re Howard's Appliance Corp.), 874 F.2d 88, 93 (2d Cir. 1989) ("Congress plainly excluded property of others held by the debtor in trust at the time of the filing of the petition.") (quoting *United States v. Whiting Pools, Inc.*, 462 U.S. 198, 205 n. 10 (1983)); *Claybrook v. Consolidated Foods, Inc. (In re Bake-Line Group, LLC)*, 359 B.R. 566, 572 n.4 (Bankr. D. Del. 2007). Under Nevada law (the law governing the Settlement Agreement), the elements of a constructive trust are: (i) confidential relationship between the parties; (ii) the breach of that confidential relationship such that the retention of legal title over property held by the breaching party would be inequitable; and (iii) the imposition of the constructive trust is essential to the effectuation of justice. *See, e.g., Waldman v. Maini*, 195 P.3d 850, 857 (Nev. 2008); *SEC v. Elmas Trading Corp.*, 683 F. Supp. 743, 747 (D. Nev. 1987).

⁸ Conversion is a "distinct act of dominion wrongfully exerted over personal property in denial of, or inconsistent with, title or rights therein or in derogation, exclusion or defiance of such rights." *Edwards v. Emperor's Garden Restaurant*, 130 P.3d 1280, 1287 (Nev. 2006) (citing *Wantz v. Redfield*, 326 P.2d 413 (Nev. 1958)).

B. Absent a Fully Funded Administrative Claims Reserve, the Plan is Not Feasible

25. A plan is confirmable only if it is feasible. *In re Combustion Eng'g., Inc.*, 391 F.3d 190, 243, n. 59 (3d Cir. 2004); 11 U.S.C. §§ 1129(a)(3); (a)(11). *See, also, In re American Capital Equipment, LLC*, 688 F.3d 145, 156 (3d Cir. 2012) (“[e]ven a planned liquidation must be feasible”). Courts interpret Bankruptcy Code section 1129(a)(11) to require a chapter 11 plan proponent to establish the feasibility of its plan. The plan proponent may demonstrate plan feasibility by presenting evidence that projections forming the basis of the plan are derived from realistic and reasonable assumptions such that upon confirmation there is a reasonable assurance of the debtor’s compliance with the plan’s terms.

26. Feasibility requires a reasonable probability that the provisions of the plan can be performed. A plan is not feasible where a debtor cannot provide sufficient evidence to demonstrate a reasonable likelihood of funding compliance with the Code or the plan. *See, e.g., In re Surfango, Inc.*, No. 09-30972 (RTL) 2009 WL 5184221, *12 (Bankr. D.N.J. 2009) (plan not feasible that relied upon proposed exit financier’s modest line of credit and “a prayer for new investors to jump-start the Debtor’s non-existent business operations and to pay bankruptcy claim[s]”); *In re Quiqley Co., Inc.*, 437 B.R. 102, 142 (Bankr. S.D.N.Y. 2010) (plan was not feasible where funding source was “speculative at best and visionary at worst”).

27. Here, the Debtors have not provided any evidence of how much funding will be needed to fully fund the required Plan reserves. Until the Debtors provide credible evidence of the amounts and the sources of such funding, the Plan cannot be proven to be feasible.

C. The Sequencing of Disclosure of Preserved Causes of Action Unfairly Prejudices Rights of Potential Targets and the Creditors, Risks The Loss of “Related To” Jurisdiction Over Such Causes of Action and Renders the Plan Not Proposed in Good Faith

28. The proper and appropriate time for a debtor to disclose the identity of, and basis for, significant causes of action against third parties preserved for prosecution post-confirmation is at a time when such information will be meaningful to the creditors’ consideration and assessment of the plan. *See Shandler v. DLJ Merch. Banking, Inc. (In re Insilco Techs., Inc.)*, 330 B.R. 512, 525 (Bankr. D. Del. 2005) (important litigation in a bankruptcy plan needs to be specifically identified so that creditors can consider “its effect when deciding whether to vote in favor of the Plan”); *Binder v. Price Waterhouse & Co., LLP (In re Resorts, Int’l, Inc.)*, 372 F.3d 154 (3d Cir. 2004).

29. Absent proper and timely disclosure of purported preserved causes of action, a bankruptcy court may lose “related to” jurisdiction over such causes of action. *See, e.g., BWI Liquidating Corp. v. City of Rialto (In re BWI Liquidating Corp.)*, (Bankr. D. Del. Case No. 09-12526, MFW, Sept. 28, 2010) (“a Plan must specifically describe a cause of action in order to retain ‘related to’ jurisdiction.”); *AstroPower Liquidating Trust v. Zantrex Tech., Inc. (In re AstroPower Liquidating Trust)*, 335 B.R. 309, 324 (Bankr. D. Del. 2005); *see also LaRoche Inds. Inc. v. Orica Nitrogen LLC (In re LaRoche Indus. Inc.)*, 312 B.R. 249, 257 (Bankr. D. Del. 2004) (“Retention of jurisdiction provisions will be given effect, assuming there is bankruptcy court jurisdiction. But neither the bankruptcy court nor the parties can write their own jurisdictional ticket.”) (citations omitted).

30. Here, the Debtors specifically devised a sequencing scheme whereby the Causes of Action to be preserved were not disclosed in any meaningful way prior to the deadline for voting on and filing objections to the Plan. Such minimal and untimely notice rendered it

virtually impossible for any meaningful analysis to be performed by creditors prior to making a decision to vote on or object to the Plan.

31. Such tardy disclosure by the Debtors is ironic and inexcusable because, upon information and belief, neither the Debtors nor the Official Committee of Unsecured Creditors has undertaken the task of vetting the bona fides of the purported Causes of Action (or even crafting a non-generic definition in the Plan) or making any effort to distinguish the list of Causes of Action from the Debtors' Schedules or pre-petition "checkbook register". Thus, it defies credulity to accept that the Debtors could not have filed the list with the Disclosure Statement or, at the very least, as a Plan supplement well in advance of the deadlines to vote on or object to the Plan.

32. Such transparent efforts to avoid necessary disclosures should not receive this Court's approbation. The Debtors' chosen timing for disclosing the Causes of Action belies a fair and proper Plan confirmation process and, as directly applicable case precedent compels, eviscerates this Court's "related to" jurisdiction over the Causes of Action.

IV. RESERVATION OF RIGHTS.

33. Zuffa, expressly reserves and preserves all of its procedural and substantive rights and remedies at law and equity with respect to the Claims and the right to prosecute and defend such Claims, as well as its right to seek further relief from this Court with respect to and in connection therewith.

WHEREFORE, for the foregoing reasons, together with those to be presented at the hearing on confirmation of the Plan, Zuffa respectfully requests that this Limited Objection be sustained and that the Court award Zuffa appropriate relief.

Dated: July 2, 2013

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin R. Fay

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Exhibit A

COPY

B 10 Modified (Official Form 10) (12/12)

UNITED STATES BANKRUPTCY COURT FOR DISTRICT OF DELAWARE			PROOF OF CLAIM
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)			
<input checked="" type="checkbox"/> THQ Inc. (Case No. 12-13398) <input type="checkbox"/> THQ Digital Studios Phoenix, Inc. (Case No. 12-13399)		<input type="checkbox"/> THQ Wireless, Inc. (Case No. 12-13400) <input type="checkbox"/> Volition, Inc. (Case No. 12-13401)	
		<input type="checkbox"/> Vigil Games, Inc. (Case No. 12-13402)	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Zuffa, LLC			<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where notices should be sent: Milbank, Tweed, Hadley & McCloy LLP 601 S. Figueroa Street, 30th floor Los Angeles, California 90017 Attn: Robert C. Shenfeld, Esq.		Claim # <u>417</u> Initials <u>FJT</u>	
Telephone number: (213) 892-4000 email: rshenfeld@milbank.com			
Name and address where payment should be sent (if different from above): Milbank, Tweed, Hadley & McCloy LLP 601 S. Figueroa Street, 30th floor Los Angeles, California 90017. Attn: Robert C. Shenfeld, Esq. Telephone number: (213) 892-4000 email: rshenfeld@milbank.com			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
1. Amount of Claim as of Date Case Filed: \$ <u>See attached addendum</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>See attached addendum</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: _____ / n/a	3a. Debtor may have scheduled account as: <u>Schedule F, page 4</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): <u>n/a</u> (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction 8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Kelaurance Epstein</u> Title: <u>Chief Operating Officer</u> Company: <u>Zuffa, LLC</u> Address and telephone number (if different from notice address above): <u>2960 West Sahara Avenue, Suite 100, Las Vegas, NV 89102</u> Telephone number: <u>702-721-4780</u> Email: <u>k Epstein@zuffa.com</u> Signature: _____ (Date) <u>3/19/2013</u>			

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APR 04 2013

KURTZMAN CARSON CONSULTANTS

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re:

THQ INC., *et al.*,

Debtors¹

Chapter 11

Case No. 12-13398 (MFW)
Jointly Administered

ADDENDUM TO (1) GENERAL UNSECURED PROOF OF CLAIM
OF ZUFFA, LLC AGAINST THQ INC., AND (2) ADMINISTRATIVE
EXPENSE PRIORITY PROOF OF CLAIM OF ZUFFA, LLC AGAINST THQ INC

Zuffa, LLC ("Claimant") files this Addendum (the "Addendum") to both the General Unsecured Proof of Claim of Claimant against debtor and debtor in possession, THQ Inc. ("THQ"), (the "General Unsecured Proof of Claim") and the Administrative Expense Proof of Claim of Claimant against THQ (the "Administrative Expense Proof of Claim," and together with the General Unsecured Proof of Claim, the "Proofs of Claim"). Upon information and belief, Claimant states as follows:

A. **BACKGROUND OF THE PROOFS OF CLAIM**

1. On December 19, 2012 (the "Petition Date"), THQ Inc. ("THQ"), one of the debtors and debtors in possession in the above-captioned chapter 11 case (the "Case"), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

2. On March 1, 2013, the Bankruptcy Court entered its *Order Establishing Bar Dates For Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* [Docket No. 429] establishing April 8, 2013 at 5:00 p.m. Pacific Time as the general bar date in the Case.

3. The Proofs of Claim are being filed in this Case by Claimant. Claimant has the authority to file the Proofs of Claim and the Addendum on its own behalf.

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).

4. On or about June 1, 2012, THQ, Claimant and Zuffa Marketing LLC d/b/a "Ultimate Fighting Championship", "PRIDE Fighting Championship" and "PRIDE FC" ("Zuffa Marketing") entered into that certain Settlement, Mutual Release and License Agreement (the "Agreement").

5. Pursuant to the Agreement, *inter alia*, THQ agreed to transfer its exclusive, worldwide license with Claimant to publish videogames based on the Ultimate Fighting Championship® brand to Electronic Arts Inc. in exchange for, among other things, a cash payment from Claimant to THQ. Claimant made the required cash payment to THQ. In the Agreement, THQ further agreed to wind down certain business and licensing activities and turnover documents and Licensed Product (as defined in the Agreement) related to the subject matter of the Agreement by March 31, 2013 and, in addition, to commence winding down other activities and produce documents and other materials to Claimant on April 1, 2013.

6. Pursuant to the Agreement (and or the underlying agreements addressed in the Agreement), among other obligations, THQ collects Royalties (as defined in the Agreement) due and owing to Claimant on the Licensed Product and pays same over to Claimant. In addition, THQ has the right to temporarily retain a reserve consisting of Royalties against charges, credit, markdowns, and returns (the "Return Reserve"). Upon information and belief, THQ has no equitable interest in the Return Reserve and the Return Reserve is not property of THQ's bankruptcy estate.

7. On the *Schedules of Assets and Liabilities for THQ, Inc. (Case No. 12-13398)* [Docket No. 395], THQ lists a general unsecured claim owed to Claimant in the amount of \$78,703.61 purportedly representing Royalties (the "Scheduled Claim Amount") (*see id.*, Schedule F, page 4 of 4). The Scheduled Claim Amount is not listed as contingent, disputed or unliquidated by THQ thereon. *Id.* Claimant disputes that the Scheduled Claim Amount is accurate and correct.

B. AMOUNT AND NATURE OF GENERAL UNSECURED AND ADMINISTRATIVE CLAIMS AGAINST THQ

8. As set forth herein, Claimant contends that THQ is indebted to and owes Claimant both (a) a general, unsecured pre-Petition Date debt (the "General Unsecured Claim") and (b) a post-Petition Date, administrative expense priority claim (the "Administrative Expense Priority Claim"). *See* paragraphs 9 and 10, below.

9. Total Approximate General Unsecured Claim Amount. As of the Petition Date, the approximate amount of the General Unsecured Claim was: (i) Four Hundred Fifty-Four Thousand Forty-One Dollars and Seventy-Three Cents (\$454,041.73) for earned and unpaid Royalties and (ii) One Million Four Hundred and Fifty-Eight Thousand, Nine Hundred Seventy-Six Dollars and Two Cents (\$1,458,976.02) for earned and unpaid Royalties and Royalties held by THQ in the Return Reserve for a total approximate amount of One Million Nine Hundred Thirteen Thousand, Seventeen Dollars and Seventy-Five Cents (\$1,913,017.75) (the "General Unsecured Claim Amount").

10. Total Approximate Administrative Expense Claim Amount Post-petition, Claimant continued to earn Royalties under the Agreement. THQ is obligated to provide Claimant with a summary royalty statement (the "Royalty Statement"). The last Royalty Statement Claimant

received from THQ covered the period ending on December 18, 2012. Claimant has not received any Royalty Statement from THQ covering the post-Petition Date period. Accordingly, Claimant, in addition to the rights reserved herein, expressly reserves the right to amend the Administrative Proof of Claim in the future once THQ provides the appropriate Royalty Statement(s). Accordingly, the total, approximate amount of Claimant's administrative expense claim against THQ is no less than the amount of all Royalties earned as of and after the Petition Date. In addition, all sums due and owing to Claimant under the Agreement that arose on and after the Petition Date are entitled to administrative priority under section 503(b) of the Bankruptcy Code. Moreover, as set forth in the Agreement, THQ agreed that in the event of a bankruptcy filing by THQ, the Agreement is an executory contract; and that until such time as the Agreement is rejected, all payments, including Royalties payable shall be deemed administrative claims and agreed and recognized that THQ shall, during the bankruptcy case, receive a material benefit and deny Claimant the benefit of the exploitation of the rights through alternate means.

C. THE ROYALTIES ARE HELD IN CONSTRUCTIVE TRUST AND/OR EARMARKED FOR CLAIMANT AND MUST BE TURNED OVER

11. All Royalties earned by Claimant (both pre-petition and post-petition) are Claimant's property. All Royalties are earmarked for payment to Claimant. Therefore none of the Royalties are property of THQ's estate. Any entity or person in possession of the Royalties, accordingly, is obligated to turnover such property to Claimant.

D. THE AGREEMENT IS EXECUTORY AND MAY NOT BE ASSUMED OR ASSIGNED WITHOUT CLAIMANT'S CONSENT

12. The Agreement may not be assumed or assigned without the prior written consent of Claimant as a matter of law. Under the Agreement, THQ may not assign the Agreement without the prior written consent of Claimant.

13. THQ is obligated to perform under the Agreement, and, among other actions, wind-down the business and return product and inventory to Claimant as set forth in the Agreement, as well as provide Royalty Statements.

14. To date, THQ has not yet fully complied with its obligations under the Agreement.

E. MISCELLANEOUS

15. Other Claims. The Proofs of Claim are in addition to any other request for payment or proof of claim filed or to be filed by the Claimant in this Case.

16. No Amendment. Neither of the Proofs of Claim amends or supersedes any previously filed proof of claim.

17. No Judgment. No judgment has been rendered on this Proof of Claim by a court of competent jurisdiction.

18. Set-Off. The amount of any and all payments on the Proofs of Claim has been credited and deducted for purposes of making the Proofs of Claim. Except as set forth herein or in the Agreement, the Proofs of Claim are not subject to any setoffs, defenses or counterclaims by THQ. Claimant, in addition to all other reservations of rights set forth herein in the Addendum, expressly reserves and preserves all of its rights of setoff, recoupments, and netting that it possess under applicable law.

19. No Submission to Jurisdiction. By filing the Proofs of Claim, Claimant does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to the Proofs of Claim.

20. No Prejudice to Claimant. The Proofs of Claim are made without prejudice to Claimant's rights under the Bankruptcy Code or under applicable non-bankruptcy law, at equity or otherwise, including, but not limited to, the right to vote on or object to any chapter 11 plan of THQ.

21. Reservation of Rights. Claimant, expressly reserves and preserves all of its procedural and substantive rights and remedies, including without limitation, its rights: (a) to file any separate or additional proof of claim with respect to the claims set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede the Proofs of Claim except as expressly provided therein) and/or any other obligations of THQ to Claimant; (b) to amend, modify or supplement the Proofs of Claim in any respect, including, without limitation, with respect to the filing of an additional or amended claim (i) for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein or (ii) to provide additional evidence of the claims of or liens or security interests granted to or for the benefit of Claimant; (c) to file additional proofs of claim in respect of additional claims or for any other reason; (d) against third parties; (e) to challenge the validity of any prepetition transfer by THQ; (f) to object to the Bankruptcy Court's subject matter and personal jurisdiction; and (g) to commence an adversary proceeding for the turnover of the Royalties and the Return Reserve. Claimant reserves the right to seek relief from the Bankruptcy Court to enforce THQ's obligations under the Agreement and to seek damages, if any, that may result if THQ fails to abide by and perform under the Agreement.

22. No Waiver. (a) The execution and filing of the Proofs of Claim is not intended to be, and should not be deemed to be or construed as, the direct or indirect waiver or release of any substantive or procedural rights or remedies of Claimant at law or equity, including, but not limited to, the rights of Claimant:

- i. to have final orders with respect to non-core matters entered by the District Court after a de novo review,
- ii. trial by jury in any proceeding so triable in connection with this Claim, the Bankruptcy Case, or any case, controversy or proceeding related to this Bankruptcy Case,
- iii. to have the United States District Court for the District of Delaware withdraw the reference in any matter subject to mandatory or discretionary withdrawal,

- iv. to assert any other rights, claims, actions, alternative legal theories for recovery of the amounts set forth in the Proofs of Claims, setoff or recoupments to which the Claimant is or may be entitled in law or in equity, all of which rights, claims, actions defenses, legal theories, setoffs, and recoupment Claimant expressly reserves,
- v. to assert any and all rights or claims against others jointly or severally liable for the sums claimed herein,
- vi. to pursue Claimant's rights or rights of action against THQ or any other entity or person including for the turnover of the Royalties or Return Reserve, and
- vii. to subrogation, in favor of the Claimant, with respect to any claim held by any creditors of THQ;

and (b) the execution and filing of the Proofs of Claim shall not be a waiver or release of or deemed to be:

- i. an election of remedies,
- ii. a waiver of any defaults; and
- iii. a waiver of limitation of any rights, legal theories, remedies, claims or interests of Claimant.

23. Copies of Documents. The documents supporting the Proofs of Claim, including, but not limited to the Agreement are either voluminous, confidential or in the possession of THQ and its agents and representatives. Accordingly, copies of such supporting documentation are not attached hereto. Copies of the supporting documentation may be obtained by written request to the notice parties listed in paragraph 24 hereof

24. Notice. All notices in respect of this Claim should be sent to:

Zuffa, LLC
2960 Sahara Avenue, Suite 100
Las Vegas, Nevada 89102
Attn: Timothy Bellamy
Email: tbellamy@ufc.com

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
Attn: Thomas R. Kreller and Robert C. Shenfeld
601 S. Figueroa Street, 30th Floor
Los Angeles, CA 90017
Tel: (213) 892-4000
Fax: (213) 629-5063
Email: rshenfeld@milbank.com

End of Addendum

Exhibit B

COPY

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re:

THQ INC., et al.,

Debtors¹

Chapter 11

Case No. 12-13398 (MFW)
Jointly Administered

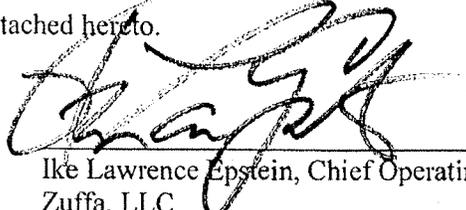
REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

THIS FORM IS TO BE USED ONLY FOR CLAIMS ARISING DURING THE PERIOD FROM THE PETITION DATE THROUGH APRIL 3, 2013.

1. Name of Claimant: ZUFFA, LLC
2. Name of Debtor claim asserted against: THQ INC.
3. Nature and description of the claim: *see* addendum attached hereto.

Date(s) claim arose: *see* addendum attached hereto.
4. Amount of claim: *see* addendum attached hereto
5. Documentation supporting the claim is attached hereto.

Date: May 1, 2013

Signature: 
 Name: Ike Lawrence Epstein, Chief Operating Officer
 Address: Zuffa, LLC
 2960 West Sahara Avenue, Suite 100
 Las Vegas, Nevada 89102
 Phone No.: (702) 221-4780
 Email: lepstein@ufc.com

Claim #	<u>6711</u>
Initials	<u>EJT</u>

RECEIVED

MAY 06 2013

KURTZMAN/CARSON CONSULTANTS

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.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re:

THQ INC., *et al.*,

Debtors

Chapter 11

Case No. 12-13398 (MFW)
Jointly Administered

ADDENDUM TO (1) GENERAL UNSECURED PROOF OF CLAIM
OF ZUFFA, LLC AGAINST THQ INC., AND (2) ADMINISTRATIVE
EXPENSE PRIORITY PROOF OF CLAIM OF ZUFFA, LLC AGAINST THQ INC

Zuffa, LLC ("Claimant") files this Addendum (the "Addendum") to both the General Unsecured Proof of Claim of Claimant against debtor and debtor in possession, THQ Inc. ("THQ"), (the "General Unsecured Proof of Claim") and the Administrative Expense Proof of Claim of Claimant against THQ (the "Administrative Expense Proof of Claim," and together with the General Unsecured Proof of Claim, the "Proofs of Claim"). Upon information and belief, Claimant states as follows:

A. BACKGROUND OF THE PROOFS OF CLAIM

1. On December 19, 2012 (the "Petition Date"), THQ Inc. ("THQ"), one of the debtors and debtors in possession in the above-captioned chapter 11 case (the "Case"), filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

2. On March 1, 2013, the Bankruptcy Court entered its *Order Establishing Bar Dates For Filing Proofs of Claim and Approving Form and Manner of Notice Thereof* [Docket No. 429] establishing April 8, 2013 at 5:00 p.m. Pacific Time as the general bar date in the Case.

3. The Proofs of Claim are being filed in this Case by Claimant. Claimant has the authority to file the Proofs of Claim and the Addendum on its own behalf.

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).

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C. THE ROYALTIES ARE HELD IN CONSTRUCTIVE TRUST AND/OR EARMARKED FOR CLAIMANT AND MUST BE TURNED OVER

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14. To date, THQ has not yet fully complied with its obligations under the Agreement.

E. MISCELLANEOUS

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16. No Amendment. Neither of the Proofs of Claim amends or supersedes any previously filed proof of claim.

17. No Judgment. No judgment has been rendered on this Proof of Claim by a court of competent jurisdiction.

18. Set-Off. The amount of any and all payments on the Proofs of Claim has been credited and deducted for purposes of making the Proofs of Claim. Except as set forth herein or in the Agreement, the Proofs of Claim are not subject to any setoffs, defenses or counterclaims by THQ. Claimant, in addition to all other reservations of rights set forth herein in the Addendum, expressly reserves and preserves all of its rights of setoff, recoupments, and netting that it possess under applicable law.

19. No Submission to Jurisdiction. By filing the Proofs of Claim, Claimant does not submit itself to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to the Proofs of Claim.

20. No Prejudice to Claimant. The Proofs of Claim are made without prejudice to Claimant's rights under the Bankruptcy Code or under applicable non-bankruptcy law, at equity or otherwise, including, but not limited to, the right to vote on or object to any chapter 11 plan of THQ.

21. Reservation of Rights. Claimant, expressly reserves and preserves all of its procedural and substantive rights and remedies, including without limitation, its rights: (a) to file any separate or additional proof of claim with respect to the claims set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede the Proofs of Claim except as expressly provided therein) and/or any other obligations of THQ to Claimant; (b) to amend, modify or supplement the Proofs of Claim in any respect, including, without limitation, with respect to the filing of an additional or amended claim (i) for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein or (ii) to provide additional evidence of the claims of or liens or security interests granted to or for the benefit of Claimant; (c) to file additional proofs of claim in respect of additional claims or for any other reason; (d) against third parties; (e) to challenge the validity of any prepetition transfer by THQ; (f) to object to the Bankruptcy Court's subject matter and personal jurisdiction; and (g) to commence an adversary proceeding for the turnover of the Royalties and the Return Reserve. Claimant reserves the right to seek relief from the Bankruptcy Court to enforce THQ's obligations under the Agreement and to seek damages, if any, that may result if THQ fails to abide by and perform under the Agreement.

22. No Waiver. (a) The execution and filing of the Proofs of Claim is not intended to be, and should not be deemed to be or construed as, the direct or indirect waiver or release of any substantive or procedural rights or remedies of Claimant at law or equity, including, but not limited to, the rights of Claimant:

- i. to have final orders with respect to non-core matters entered by the District Court after a de novo review,
- ii. trial by jury in any proceeding so triable in connection with this Claim, the Bankruptcy Case, or any case, controversy or proceeding related to this Bankruptcy Case,
- iii. to have the United States District Court for the District of Delaware withdraw the reference in any matter subject to mandatory or discretionary withdrawal,

- iv. to assert any other rights, claims, actions, alternative legal theories for recovery of the amounts set forth in the Proofs of Claims, setoff or recoupments to which the Claimant is or may be entitled in law or in equity, all of which rights, claims, actions defenses, legal theories, setoffs, and recoupment Claimant expressly reserves,
- v. to assert any and all rights or claims against others jointly or severally liable for the sums claimed herein,
- vi. to pursue Claimant's rights or rights of action against THQ or any other entity or person including for the turnover of the Royalties or Return Reserve, and
- vii. to subrogation, in favor of the Claimant, with respect to any claim held by any creditors of THQ;

and (b) the execution and filing of the Proofs of Claim shall not be a waiver or release of or deemed to be:

- i. an election of remedies,
- ii. a waiver of any defaults; and
- iii. a waiver of limitation of any rights, legal theories, remedies, claims or interests of Claimant.

23. Copies of Documents. The documents supporting the Proofs of Claim, including, but not limited to the Agreement are either voluminous, confidential or in the possession of THQ and its agents and representatives. Accordingly, copies of such supporting documentation are not attached hereto. Copies of the supporting documentation may be obtained by written request to the notice parties listed in paragraph 24 hereof

24. Notice. All notices in respect of this Claim should be sent to:

Zuffa, LLC
2960 Sahara Avenue, Suite 100
Las Vegas, Nevada 89102
Attn: Timothy Bellamy
Email: tbellamy@ufc.com

With a copy to:

Milbank, Tweed, Hadley & McCloy LLP
Attn: Thomas R. Kreller and Robert C. Shenfeld
601 S. Figueroa Street, 30th Floor
Los Angeles, CA 90017
Tel: (213) 892-4000
Fax: (213) 629-5063
Email: rshenfeld@milbank.com

End of Addendum

CERTIFICATE OF SERVICE

I, Erin R. Fay, certify that I am not less than 18 years of age, and that service of the foregoing **Limited Objection of Zuffa, LLC to Confirmation of the Amended Chapter 11 Plan of Liquidation of THQ Inc. and its Affiliated Debtors Dated May 28, 2013** was caused to be made on July 2, 2013, in the manner indicated upon the entities identified below.

Date: July 2, 2013

/s/ Erin R. Fay
Erin R. Fay (No. 5268)

Via First Class Mail and Email

Jeffrey C. Krause, Esq.
(jkrause@gibsondunn.com)
Daniel Denney, Esq.
(ddenney@gibsondunn.com)
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(paulsilverstein@andrewskurth.com)
Jonathan I. Levine, Esq.
(jonathanlevine@andrewskurth.com)
Andrews Kurth LLP
450 Lexington Avenue
New York, New York 10017

Ed Kaufman
(ed.kaufman@THQ.com)
THQ Inc.
29903 Agoura Road
Agoura Hills, California 91301

Via Hand Delivery and Email

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(mnestor@ycst.com)
M. Blake Cleary, Esq.
(mbcleary@ycst.com)
Jaime Luton Chapman, Esq.
(jchapman@ycst.com)
Young Conaway Stargatt & Taylor, LLP
1000 North King Street,
Wilmington, Delaware 19801

Jane M. Leamy, Esq.
(jane.m.leafy@usdoj.gov)
The Office of the United States Trustee for
the District of Delaware
844 King Street,
Suite 2207, Lockbox 35
Wilmington, Delaware 19801

Adam G. Landis, Esq.
(landis@lrclaw.com)
Kerri K. Mumford, Esq.
(mumford@lrclaw.com)
J. Landon Ellis, Esq.
(ellis@lrclaw.com)
Landis Rath & Cobb LLP
919 Market Street, Suite 1800
Wilmington, Delaware 19801