

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 and 152

:

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NOTICE OF AUCTION RESULTS

TO: (I) THE UNITED STATES TRUSTEE; (II) COUNSEL TO THE COMMITTEE; AND
(III) THOSE PARTIES REQUESTING NOTICE PURSUANT TO BANKRUPTCY
RULE 2002

PLEASE TAKE NOTICE that, in accordance with the terms of 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 the above-captioned debtors and debtors in possession (the “**Debtors**”) conducted an Auction on January 22, 2013 and January 23, 2013 for some or substantially all of the assets of the Debtors (the “**Acquired Assets**”).

PLEASE TAKE FURTHER NOTICE that the prevailing bids and backup bids received for each category of Acquired Assets are set forth on Exhibit A attached hereto.³

PLEASE TAKE FURTHER NOTICE that the lists of Assigned Contracts for

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 Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Bidding Procedures Order.

³ Exhibit A provides a summary of the Acquired Assets sold at the Auction. To the extent that the summary differs in any way from the terms set forth in the applicable asset purchase agreement approved in connection with the Sale Hearing, the applicable asset purchase agreement and order approving the Sale controls.



each category of Acquired Assets are attached hereto as Exhibit B (the “**Assumption Lists**”).⁴

PLEASE TAKE FURTHER NOTICE that pursuant to the terms of the Bidding Procedures Order, the Debtors intend to seek court approval for the sale of the Acquired Assets in accordance with the auction results summarized on Exhibit A at the hearing currently scheduled for **January 23, 2013 at 3:00 p.m. (ET)** (the “Sale Hearing”).⁵

Dated: January 23, 2013
Wilmington, Delaware



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*Proposed Counsel to the Debtors and
Debtors in Possession*

⁴ To the extent that the Assumption Lists differ in any way from the terms set forth in the applicable asset purchase agreement approved in connection with the Sale Hearing, the applicable asset purchase agreement and order approving the Sale controls.

⁵ The Sale Hearing may be further adjourned or rescheduled without additional notice.

EXHIBIT A

THQ Inc., et al. Auction Summary: January 22-23, 2013

1. Relic

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling the *Company of Heroes* line.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Sega Corporation	\$26.6 million	Zenimax Media Inc.	\$26.3 million

2. Montreal

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling *1666* and *Underdog*.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Ubisoft LLC	\$2.5 million	n/a	n/a

3. Evolve

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling *Metamorphosis* aka *Evolve*.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Take-Two Interactive Software, Inc.	\$10.894 million	Turtle Rock Studios, Inc.	\$250,000

4. Volition

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling the *Saints Row* line.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Koch Media GmbH	\$22,312,925	Ubisoft LLC	\$5.4 million

5. Homefront

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling *Homefront* and *Homefront 2*.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Crytek GmbH	\$544,218	n/a	n/a

6. Metro

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling *Metro 2033* and *Metro 2034*.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Koch Media GmbH	\$5,877,551	Ubisoft LLC	\$5.175 million

7. South Park

Description of Assets

The assets owned or held primarily by, required primarily for, or used, intended for use, leased, licensed, accrued, reserved or incurred primarily in connection with, the business of developing, licensing, marketing and selling *South Park: The Stick of Truth*.

Winning Bidder	Bid Amount	Backup Bidder	Bid Amount
Ubisoft LLC	\$3,265,306	n/a	n/a

EXHIBIT B

1. **Relic Assumption List**

NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Am
ONESITE, Inc.	SOW #6 with ONESITE - migrating of existing Company of Heroes site to the Onesite hosting infrastructure	SOW # 6	-
Orkin, Harris	Work for Hire Agreement with Harris Orkin (writing services - Company of Heroes 2)	Work for Hire	-
Smoking Gun Interactive Inc.	Work for Hire Agreement with Smoking Gun Interactive - mapping Company of Heroes to Steam	Work for Hire	20,000
UFO International Productions, LLC	UFO - Purchase Agreement	License	-
Velasco, Cris d/b/a Monarch Audio	Work for Hire Agreement with Cris Velasco d/b/a Monarch Audio - musical compositions for Company of Heroes 2	Work for Hire	-
Warner Bros. Studio Facilities - Post Prodn	Work for Hire Agreement with Warner Bros. Studio Facilities - Post Production Studios for post production: sound on Company of Heroes 2	Work for Hire	-
Xperience Interactive, LLC	Work for Hire Agreement with Xperience Interactive, LLC - Company of Heroes 2 website	Work for Hire	-

Footnotes

(1) The above cure amounts are as of January 10th and will be reduced by amounts subsequently paid

2. Montreal Assumption List

Total Cure
Amount

CONTRACT TYPE

CONTRACT DESCRIPTION

NAME

Patrice Desjlets	Patrice Desjlets - Project Clearwater Option and Agreement	Developer	-
Patrice Desjlets	Patrice Desjlets - Project Clearwater Option and Agreement	Developer	-
Smart-Bear Software Inc.	Technology License	-	-
Thompson, Monte	Monte Thompson - Consulting Agreement (VFX Artist - Underdog) 12-04-12F	Consulting	-
THQ Montreal Inc.	Amended and Restated THQ Inc. Developer Agreement (for multiple titles)	I/C Developer	-

Footnotes

(1) The above cure amounts are as of January 10th and will be reduced by amounts subsequently paid

3. Evolve Assumption List

NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Amount
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Crytek GmbH
Turtle Rock Studios, Inc.

Master Cyrengine 3 License Agreement
Turtle Rock Studios Inc. - Developer Agreement (Metamorphosis)

Developer

Footnotes

(1) The above cure amounts are as of January 10th and will be reduced by amounts subsequently paid

4. Volition Assumption List

NAME	CONTRACT DESCRIPTION	Total Cure Amount
Advanced Micro Devices, Inc.	Exhibit B to the Master Co-Marketing Agreement with AMD (Advanced Micro Devices) - Saints Row 3	-
Allido Records	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Because Music SARL	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Blackroc LLC	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Blow the Doors off the Jersey Shore Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Blue Mountain Music Ltd	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
BMG Film & TV Music	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
BMG Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
BMG Rights Management	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Bucks Music Group Limited	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Chrysalis Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Chrysalis Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Church Street Square, LLC	Church Street Square, LLC - Lease Agreement (Volition QA - Champaign, IL) - 125 W. Church Street	11,802
Church Street Square, LLC	Church Street Square, LLC - Parking Lease (Volition QA - Champaign, IL)	11,802
Columbia Pictures	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Constatn Artists o/b/o Will Sheff	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Courtney Sills dba C. Sills Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Donnel Prince	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Dovecote Records	Music Licensing Letter of Intent for In-Game Use, Synchronization & Master Use Rights	-
Downtown Music	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Downtown Music	Music Licensing Letter of Intent for In-Game Use, Synchronization & Master Use Rights	-
Downtown Music	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Echo Label	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
EMI Film & Television Music	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
EMI Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
EMI Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
EMI Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Entertainment One U.S. LP	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Frame Machine, LLC	Work Order #6 with Frame Machine (Mo-Cap for Saints Row 4)	-
Frame Machine, LLC	Work Order #7 with Frame Machine (Mo-Cap for Saints Row 4)	-
Galactic Funk Touring, LLC	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Game Stores Group PLC	Game Stores Group PLC - Merchandising Licensing Agreement (Saints Row: The Third)	-
G-Eazy	Music Licensing Letter of Intent for In-Game Use, Synchronization & Master Use Rights	-
Hager Design, Inc.	Hager Design, Inc. - Merchandise Licensing Agreement (Saint Row Footwear)	-
High Voltage Software	Work for Hire Agreement and Equipment Loan Agreement with High Voltage Software - production artist services - Saints Row 4 09-04-12F	72,000

NAME	CONTRACT DESCRIPTION	Total Cure Amount
Hollywood Records	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Iggy Softrock Publishing, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Kobalt Songs Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Kobalt Songs Music Publishing	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Long, Matthew Lee	Matthew Lee Long - Work for Hire Agreement - Concept artist - Saints Row 4	-
Machinima, Inc.	Machinima, Inc. - Content License Agreement (Saints Row)	78,688
Mad Dog Winston Music Limited	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Mad Science, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization & Master Use Rights	-
Mars Sixteen Inc.	Mars Sixteen, Inc. - Merchandise License Deal Memo (Saints Row 3)	-
Metal Blade Records Inc.	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Metal Blade Records Inc.	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Morgan, Talia Holdings, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Nancy Whang	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
NehruSita Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
NehruSita Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
ONESTE, Inc.	SOW #5 with ONESTE - Saints Row 3 website	-
Payday Records Inc.	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
PCB Productions, Inc.	PCB Productions, Inc. - Work Order #23 (VO work for Saints Row 4)	-
Photo File, Inc.	Photo File, Inc. - Merchandise License Agreement (Saints Row 3)	-
Playcorp	Playcorp - Short Form License Agreement (Saints Row 3 shirts)	-
Rhymesayers Entertainment, LLC	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Roadrunner Records, Inc.	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Robot of the Century Music Publishing, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Robot of the Century Music Publishing, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Sokolski/Kulas Ownership Group L.L.C.	Sokolski/Kulas Ownership Group L.L.C. - Lease Agreement (Volition - Champaign, IL) - One Main Street	185
Sony/ATV Music Publishing LLC	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
SOTA Toys, Inc.	SOTA Toys, Inc. - Merchandise License Agreement (Saints Row 3 bobbleheads)	-
The Century Family, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization & Master Use Rights	-
The Royalty Network	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
TPC Touring LLC	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Trends International, LLC	Trends Int'l - Merchandise Licensing Agreement (Saints Row)	-
Ultra Records, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	1,500
Ultra Records, Inc.	Music Licensing Letter of Intent for In-Game Use, Master Use Rights	-
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Universal Music Publishing Group	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	5,500
Valencia The Band	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Warner/Chappell	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Warner/Chappell	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-

NAME	CONTRACT DESCRIPTION	Total Cure Amount
Warner/Chappell	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Warner/Chappell	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Westbury Music LTD	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Windswept Holdings, LLC c/o Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-
Windswept Pacific Music c/o Bug Music, Inc.	Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	-

Footnotes

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5. **Homefront Assumption List**

NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Amount
Crytek GmbH Sony/ATV Music Publishing LLC	Crytek GmbH - Developer Agreement (Homefront 2) Music Licensing Letter of Intent for In-Game Use, Synchronization Rights	Developer Music LOI	1,000,000

Footnotes

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6. Metro Assumption List

NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Amount
4A Games Limited Dell Marketing LP Dmitry Glukhovskiy	4A Games Limited - Developer Agreement (Metro Last Light) Co-Promotion Agreement with Dell (Metro Last Light) Deal Memo License	Developer Co-Promotion Agreement License	-
Kuklowsky, Frederick Vai	Frederick Vai Kuklowsky - Consulting Agreement (translation of trailers - Metro Last Light) 11-15-12F	Consulting	-
Kuklowsky, Frederick Vai NVIDIA Corporation NVIDIA Corporation PathEngine	Frederick Vai Kuklowsky - Consulting Agreement (translation of trailers - Metro Last Light) 11-15-12F Development and Marketing Agreement - Metro Last Light NVIDIA - TWILMTPB Co-Marketing Agreement - Metro Last Light Technology License	Consulting Development and Marketing Agreement Co-Marketing Agreement	-

Footnotes

(1) The above cure amounts are as of January 10th and will be reduced by amounts subsequently paid

7. South Park Assumption List

	C	E	M	AA
1	NAME	CONTRACT DESCRIPTION	CONTRACT TYPE	Total Cure Amount
222	Delgado, Jeff	Jeff Delgado - Work for Hire Agreement - key art for South Park 11-08-12F	Work for Hire	-
643	Obsidian Entertainment, Inc.	Obsidian Entertainment, Inc. - Developer Agreement (South Park)	Developer	-
762	Sloan, Jeffrey	Jeffrey Sloan - Consulting Agreement - advising on age ratings (South Park) 10-03-12F	Consulting	-
812	South Park Digital Studios LLC	South Park Digital Studios LLC - License Deal Memo (South Park RPG)	License	-
1052				
1053				
1054				

Footnotes
 (1) The above cure amounts are as of January 10th and will be reduced by amounts subsequently paid