

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 No. 387
: Objection Deadline: June 11, 2013 at 4:00 p.m. (ET)
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TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO ALL KNOWN PARTIES HOLDING OR ASSERTING LIENS, CLAIMS, ENCUMBRANCES OR OTHER INTERESTS IN THE MISCELLANEOUS ASSETS, WHICH ARE THE SUBJECT OF THE PROPOSED SALE (III) COUNSEL TO THE CREDITORS' COMMITTEE AND (IV) KMA ACQUISITIONS, LLC (COLLECTIVELY, THE "NOTICE PARTIES")

DEBTORS' NOTICE OF PROPOSED SALE OF MISCELLANEOUS ASSETS TO INTERPLAY ENTERTAINMENT CORPORATION

PLEASE TAKE NOTICE that THQ Inc. ("THQI") along with its affiliated debtors and debtors in possession (collectively, the "Debtors"), hereby provide notice (the "Notice"), pursuant to the Court's Order Establishing Procedures for the Sale or Abandonment of Certain Miscellaneous Assets Outside the Ordinary Course of Business Free and Clear of Liens, Claims, and Encumbrances [D.I. 387] (the "Sale Procedures Order"),² sections 105(a) and 363 of the Bankruptcy Code, Rules 2002 and 6004 of the Bankruptcy Rules, and Rule 6004-1 of the Local Rules, of the Debtors' sale of the miscellaneous assets described below (the "Proposed Sale") and as set forth in that certain Copyright Assignment and Quitclaim Agreement (the "Agreement") by and between THQI, Volition, Inc. ("Volition" and together

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 herein shall have the meanings ascribed to them in the Sale Procedures Order.



with THQI, the “Assignors”), and Interplay Entertainment Corporation (“Interplay”), attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Sale Procedures Order, the Debtors provide the following information regarding the Proposed Sale:

- (i) a description of the miscellaneous assets that are the subject of the Proposed Sale (the “Miscellaneous Assets”):

solely to the extent the Assignors own and/or control such rights, the Assignors’ right, title, and interest in and to all the copyrights and other rights in and to the interactive video game software titles known as “Freespace” and “Freespace 2”³;

- (ii) the location of the Miscellaneous Assets:

Intellectual Property;

- (iii) the economic terms of the Proposed Sale:

\$7,500;

- (iv) the identity of any non-debtor party to the Proposed Sale and specify whether that party is an “affiliate” or “insider” as those terms are defined under section 101 of the Bankruptcy Code:

**Interplay Entertainment Corporation (not an affiliate or an insider);
and**

- (v) the identity of the party, if any, holding liens, claims, encumbrances or other interests in the Miscellaneous Assets:

**Wells Fargo Capital Finance, LLC and Clearlake Capital Partners III
(Master), L.P.**

PLEASE TAKE FURTHER NOTICE that the Proposed Sale shall be free and clear of all liens, claims and encumbrances whatsoever with any such liens, claims and encumbrances to attach to the proceeds of the Proposed Sale.

³ The Miscellaneous Assets have not been sold during these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that pursuant to the Sale Procedures Order, any objection to the Proposed Sale must be filed and served on or before **June 11, 2013 at 4:00 p.m. (ET)** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that if (a) no objection is filed and served on counsel to the Debtors by a Notice Party by the Objection Deadline, or (b) on or prior to the Objection Deadline, the Notice Parties consent to the Proposed Sale, then the Debtors are authorized to immediately consummate the Proposed Sale after an order approving the Proposed Sale submitted under certification of counsel is entered.

Dated: June 4, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Jaime Luton Chapman

Michael R. Nestor (No. 3526)
M. Blake Cleary (No. 3614)
Jaime Luton Chapman (No. 4936)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Oscar Garza (CA No. 149790)
Jeffrey C. Krause (CA No. 94053)
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071-1512
Telephone: (213) 229-7000
Facsimile: (213) 229-7520

Counsel to the Debtors and Debtors in Possession

EXHIBIT A

COPYRIGHT ASSIGNMENT AND QUITCLAIM AGREEMENT

This agreement is entered into as of May 10, 2013 (the Effective Date) by and between Interplay Entertainment Corp., a Delaware corporation ("Assignee"), on the one hand, and THQ Inc., a Delaware corporation ("THQ"), and Volition, Inc., an Illinois corporation ("Volition") (individually and collectively, the "Assignors"), on the other hand.

WHEREAS, Volition was purchased by THQ in or about 2002;

WHEREAS, Volition is (or was) engaged in the business of developing and licensing certain interactive video game software titles for Assignee and previously developed for Assignee that certain interactive video game property known as "Freespace 2";

WHEREAS, Assignors may own or otherwise hold rights to the copyrights in the interactive video game software titles known as "Freespace" and "Freespace 2" (collectively the "Works"), which rights, insofar as they exist, have not been previously sold during Volition's chapter 11 case (*In re THQ, Inc., et al.*; Case No. 12-13398).

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of \$7,500.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Assignee and the Assignors, intending to be legally bound, hereby agree as follows:

1. Conveyance of Rights. Solely to the extent Assignors own and/or control any such rights, the Assignors hereby assign, transfer, grant, convey, and relinquish exclusively to the Assignee all of their right, title, and interest in and to all copyrights and other rights in and to the Works, throughout the world, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the following:

- (a) All right, title, interest, and benefit (including, without limitation, to copy, adapt, distribute, display, modify, prepare derivative works, and perform under copyright law; and to use and disclose under trade secret law) of the Assignors in and to all copyrights, moral rights, technology licenses, know-how, confidential information, shop rights, and all other intellectual property rights owned or claimed by the Assignors embodied in or relating to the Works;
- (b) Any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Works;
- (c) All works based upon, derived from, or incorporating the Works;
- (d) All income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Works;
- (e) All causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Works; and,

(f) All rights corresponding to any of the forgoing, throughout the world.

2. **Waiver.** To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Assignors have in the Works, the Assignors waive those rights as to Assignee, its successors, licensees or assigns.

3. Assignee agrees, warrants and represents that (a) Assignee is purchasing Assignors' rights in the Works on an "AS IS" and "WITH ALL FAULTS" basis based solely on Assignee's own investigation of the Works, and (b) except as set forth in this Agreement, neither Assignors nor any representative of Assignors has made any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Works, any part of the Works, the financial performance of the Works, or the condition of the Works or Assignors' rights in the Works. Assignee further acknowledges that the consideration for the rights conveyed in this agreement has been agreed upon by Assignors and Assignee after good-faith arms-length negotiation in light of Assignee's agreement to purchase the Assignor's rights in the Works "AS IS" and "WITH ALL FAULTS." Assignee agrees, warrants and represents that Assignee has relied, and shall rely, solely upon its own investigation of all such matters, and that Assignee assumes all risks with respect thereto. EXCEPT AS SET FORTH IN THIS AGREEMENT, ASSIGNORS HEREBY DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO ASSIGNEE OR ITS AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO ASSIGNEE BY ANY DIRECTOR, OFFICER, MANAGER, EMPLOYEE, AGENT, CONSULTANT, OR REPRESENTATIVE OF SELLER OR ANY OF ITS AFFILIATES). ASSIGNORS MAKE NO REPRESENTATIONS OR WARRANTIES TO ASSIGNEE REGARDING THE PROBABLE SUCCESS, PROFITABILITY OR VALUE OF ANY OF THE RIGHTS IN THE WORKS.

4. This Agreement may be executed in counterparts. Facsimile or otherwise electronically transmitted signature pages shall be deemed to be original signature pages and delivery of the same shall constitute a binding obligation on the party delivering the signature page.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

AND THE FOLLOWING PAGE CONTAINS ONLY SIGNATURES.

Page 2 of 3
Initials:

EJH *W*

ACCEPTED AND AGREED TO:

THQ Inc. ("Assignor")

By: 

Printed: Edward L. Kaufman

Its: President

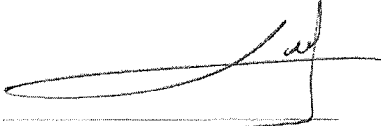
Volition, Inc. ("Assignor")

By: 

Printed: Edward L. Kaufman

Its: President and Secretary

Interplay Entertainment Corp. ("Assignee")

By: 

Hervé Caen, CEO

