UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
ATARI, INC., *et al.*,[1]	)	Case No. 13-10176 (JMP)
Debtors.	)	(Jointly Administered)

AFFIDAVIT OF ORDINARY COURSE PROFESSIONAL

STATE OF NEW YORK)
) ss:
COUNTY OF MONROE)

Kristen M. Walsh, being duly sworn, deposes and says:

1. I am a partner of Nixon Peabody LLP ("Nixon Peabody") which firm maintains offices at various locations within the U.S. including at 1300 Clinton Square, Rochester, New York 14604.

2. Neither I, Nixon Peabody, nor any partner, or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), their creditors or any other party-in-interest, or their attorneys, except as set forth in Exhibit A to this affidavit.

3. Nixon Peabody has represented and advised the Debtors in matters relating to intellectual property and litigation, and in general corporate matters, with respect to a broad range of aspects of the Debtors' businesses.

4. The Debtors have requested, and Nixon Peabody has agreed, to continue to represent and advise the Debtors pursuant to section 327(e) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), with respect to such matters. Additionally, the Debtors have requested, and Nixon Peabody proposes, to render the following services to the Debtors: legal services relating to copyright and other forms of intellectual property.

5. Nixon Peabody's current fee arrangement is based on the hourly billing rate for each attorney, legal assistant, and other professional staff devoting time to legal matters for the Debtors. For the copyright work, my billing rate is $415 per hour.

[1] The Debtors are Atari, Inc., Atari Interactive, Inc., Humongous, Inc., and California U.S. Holdings, Inc.

6. Except as set forth herein, no promises have been received by Nixon Peabody or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

7. Nixon Peabody has no agreement with any entity to share with such entity any compensation received by Nixon Peabody.

8. Nixon Peabody and its partners, auditors and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. Nixon Peabody does not and will not represent any such entity in connection with these chapter 11 cases and does not have any relationship with any such entity, attorneys or accountants that would be adverse to the Debtors or their estates.

10. Neither I, Nixon Peabody nor any partner, auditor or other member thereof insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates in the matters upon which Nixon Peabody is to be engaged.

11. The foregoing constitutes the statement of Nixon Peabody pursuant to Bankruptcy Code sections 329 and 504 and Bankruptcy Rules 2014 and 2016(b).

Kristen M. Walsh

Subscribed and sworn before me
this 27th day of March, 2013

Notary Public

RENEE A. THOMPSON
Notary Public, State of New York
Registration #01TH4941038
Qualified in Monroe County
Certificate Filed in Monroe County
Commission Expires 8/15/2014

EXHIBIT A

Nixon Peabody represents or has represented the following creditors or parties-in-interest in matters entirely unrelated to these Chapter 11 cases and/or the Debtors:

- ACE American Insurance Company
- Chartis Europe S.A.
- National Union Fire Insurance Company of Pittsburgh, PA
- Travelers Property Casualty Company of America
- Verizon Wireless
- Inlex Conseil
- Amazon.com
- Best Buy Purchasing LLC
- Hastings & Co.
- Namco Bandai Partners Iberica S.A.
- Namco Bandai Partners S.A.S. – France
- Namco Bandai Partners Singapore Pte. Ltd.
- Target Corp.
- Transworld Music
- Wal-Mart Stores, Inc.
- American Express
- AT&T Mobility
- CAN Insurance
- Fiat Auto S.P.A.
- Fidelity Investment
- First Unum Life Insurance
- Globalstep LLC
- Hasbro Inc.
- IBM
- JP Morgan Bank
- Namco Bandai Games
- OTR
- Rosenberg, Neuwirth K.
- Sony Corporation
- Tennessee Dept. of Revenue
- The NPD Group, Inc.
- Xerox Corporation
- Oracle America, Inc.