

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Chapter 11
ATARI, INC., <i>et al.</i> , ¹)	Case No. 13-10176 (JMP)
Debtors.)	(Jointly Administered)
_____)	

AFFIDAVIT OF ORDINARY COURSE PROFESSIONAL

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

Susan Progoff, being duly sworn, deposes and says:

1. I am a partner of Dorsey & Whitney LLP (“Dorsey”) which firm maintains offices at 51 West 52nd Street, New York, New York 10019.
2. Facts set forth in this Affidavit are based upon information from, and discussions I or other Dorsey personnel reporting to me have had with, (a) certain of my colleagues who handle the Ongoing Matters (defined below), and (b) the personnel at Dorsey with administrative responsibilities for conflicts checking. To the extent that any information disclosed herein requires supplementation, amendment, or modification upon Dorsey’s completion of further analysis or as additional information becomes available to it, I will submit a supplemental affidavit to the Court.
3. I am familiar with the matters set forth in this affidavit (the “Affidavit”) and if I were called upon to testify, I could and would testify competently to the facts set forth herein

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

based *inter alia* upon the aforesaid review and input. I am authorized to submit this Affidavit on behalf of Dorsey.

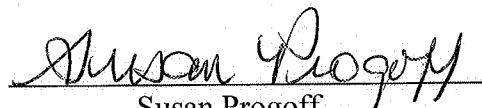
4. Neither I, Dorsey, nor any partner, or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this Affidavit.
5. Since at least October 2011, Dorsey has represented and advised the Debtors regarding, among other things, trademark matters, trademark oppositions and other enforcement and trademark registration matters.
6. The Debtors have requested, and Dorsey has agreed, to continue its performance of legal services in connection with certain matters involving, among other things, trademark matters, trademark oppositions and other enforcement and trademark registration matters, and 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 (the "Ongoing Matters"). Specifically, the Debtors have requested, and Dorsey has agreed, to continue its performance of legal services in connection with certain trademark matters, including without limitation trademark Opposition No. 91202952, entitled *Atari Interactive Inc. v. Andrew N. Greenberg*; Opposition No. 91207420 entitled *Atari Interactive, Inc. v. Pong Research Corporation*, Opposition No. 91207496 entitled *Atari Interactive, Inc. v. Parrot* and Opposition No. 91210150 entitled *Atari Interactive, Inc. v. Daniel Patrick Hadley*.
7. Dorsey's current fee arrangement with the Debtors is based upon its regular hourly rates and regular expense reimbursement policies. As of the date herein, the current hourly

billing rates in effect for Dorsey & Whitney professionals expected to spend significant time on the Ongoing Matters range from \$730 for partners, \$430 for non-partner lawyers, and \$255 for paralegals. In addition to the hourly billing rates set forth, Dorsey customarily charges its clients, including the Debtors, for all reimbursable expenses incurred, including photocopying charges, messengers, courier mail, overtime, overtime meals, late night transportation, travel, lodging, meal charges for business meetings, postage, printing, transcripts, filing fees, computer research, and similar items. Dorsey will also seek reimbursement for the payment of certain third-party experts and consultants, incurred while rendering the services pursuant to its ordinary and customary practices.


8. Dorsey intends to maintain contemporaneous records of time expended and out-of-pocket expenses incurred in connection with providing services to the Debtors.
9. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry and except as set forth herein, no promises have been received by me or Dorsey, nor any partner, auditor or associate 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.
10. Dorsey has no agreement with any entity to share with such entity any compensation received by Dorsey, except as permitted by section 504(b) of the Bankruptcy Code and

Bankruptcy Rule 2016(b) in respect of the sharing of compensation among Dorsey's partners.

11. Dorsey 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. Dorsey 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.
12. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor Dorsey, or any partner, auditor or associate thereof, holds or represents any interest adverse to the Debtors or their estates in the matters upon which Dorsey is to be engaged. We have not undertaken any effort to ascertain or report the banking, insurance, brokerage or investment activities or familial connections of Dorsey attorneys in preparing this Affidavit. However, it should be noted that Dorsey intends to file a proof of claim against the Debtors of approximately \$106,711.25 for amounts that were owed by the Debtors to Dorsey as of the petition date.
13. The foregoing constitutes the statement of Dorsey pursuant to Bankruptcy Code sections 329 and 504 and Bankruptcy Rules 2014 and 2016(b).


Susan Progoff

Subscribed and sworn before me
this 12 day of April, 2013


Notary Public
BRUCE R.M. EWING
Notary Public, State of New York
No. 02EW6034522
Qualified in New York County
Commission Expires ~~Dec. 13, 2014~~
April 8