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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 _____)
) ss:
 COUNTY OF _____)

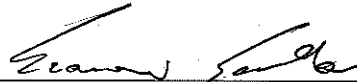
1. Giovanni Galimberti, being duly sworn, deposes and says:
2. I am a principal of Bird & Bird Milano Office "Bird & Bird" which firm maintains offices at Via Borgogna, 8 Milano.
3. Neither I, "Giovanni Galimberti", nor any partner, or other member thereof, insofar as I have been able to ascertain, has 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.
4. "Bird & Bird" has represented and advised the Debtors in Italy with respect to a broad range of aspects of the Debtors' businesses.
5. The Debtors have requested, and "Bird & Bird" 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 "Bird & Bird" proposes, to render the following services to the Debtors Negotiate license agreement with respect to use of Ferrari portfolio in "Test Drive Unlimited" series.
6. "Bird & Bird's" current fee arrangement is:

Partner	Euro 320/450
Counsel/Senior Associate	Euro 250/300
Midlevel Associate	Euro 220/250
Junior Associate	Euro 150/200
7. Except as set forth herein, no promises have been received by "Bird & Bird" 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.
8. "Bird & Bird" has no agreement with any entity to share with such entity any compensation received by "Bird & Bird".

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

9. "Bird & Bird" 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. Bird & Bird" 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, "Bird & Bird" 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 "Bird & Bird" is to be engaged.
11. The foregoing constitutes the statement of "Bird & Bird" pursuant to Bankruptcy Code sections 329 and 504 and Bankruptcy Rules 2014 and 2016(b).

Giovanni Galimberti, born in Milan on April, 29th, 1971



Subscribed and sworn before me

this 5th day of April, 2013

Arrigo Roveda, Notary Public in Milan.

