

EXHIBIT C

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM 15
Name of Debtor: Atari, Inc.		Case Number: 13-10176
NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).		
Name of Creditor (the person or other entity to whom the debtor owes money or property) : Interplay Entertainment Corp.		
Name and address where notices should be sent: Attn: Herve Caen Interplay Entertainment Corp. 12301 Wilshire Blvd. Suite 502 Los Angeles, CA 9025		
Creditor Telephone Number (310-979-7070) email: hcaen@interplay.com		THIS SPACE IS FOR COURT USE ONLY
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Payment Telephone Number () email:		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ 155 Filed on: 04/30/2013
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>Not less than \$4.5 million</u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. BASIS FOR CLAIM: <u>Breach of contract. See attachment A and accompanying exhibits.</u> (See instruction #2)		
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. SECURED CLAIM: (See instruction #4) Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount. Amount entitled to priority: \$ _____ Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____ You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).		
* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. DOCUMENTS: Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").
 DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.
 The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES OR EMAILS NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on April 30, 2013 for Non-Governmental Claimants OR on or before 5:00 pm, prevailing Eastern Time on July 22, 2013 for Governmental Units.

BY MAIL TO: BMC Group, Inc Attn: Atari Claims Processing PO Box 3020 Chanhausen, MN 55317-3020	BY MESSENGER OR OVERNIGHT DELIVERY TO: BMC Group, Inc Attn: Atari Claims Processing 18675 Lake Drive East Chanhausen, MN 55317	OR BY DELIVERING THE ORIGINAL PROOF OF CLAIM BY HAND TO: United States Bankruptcy Court Southern District of New York One Bowling Green, Room 534 New York, NY 10004-1408
---	---	--

8. SIGNATURE: (See instruction #8)

Check the appropriate box.

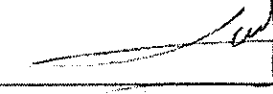
I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
 (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Herve Caen
 Title: CEO
 Company: Interplay Entertainment Corp.

Address and telephone number (if different from notice address above):

Telephone number: _____ email: _____

(Signature)  (Date) 9-17-13

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

LIST OF DEBTORS:

Debtor	Case No.
Atari, Inc.	13-10176
Atari Interactive, Inc.	13-10177
California U.S. Holdings, Inc.	13-10178
Humongous, Inc.	13-10179

ATTACHMENT A TO PROOF OF CLAIM NO. 155

Interplay Entertainment Corp. asserts its claim against Atari, Inc. sounding in breach of contract and tort.

By License Agreement effective April 27, 2006, Interplay licensed its intellectual property related to the Earthworm Jim video game franchise to Atari, Inc. (See, License Agreement, attached as Exhibit 1.) Earthworm Jim is an established game franchise. At the time the parties entered into the License Agreement, Interplay had already released several Earthworm Jim video games, as well as merchandising in the form of a line of action figures, comic books, and an animated television series. Under the License Agreement, Atari, Inc.'s rights were exclusive with respect to development of additional Earthworm Jim video games on certain platforms.

The exclusive License Agreement is governed by New York state law, which imposes a duty upon an exclusive licensee to exploit the license for the benefit of the licensor. See, *Wood v. Lady-Duff Gordon*, 222 N.Y. 88, 92 (1917) (Cardozo, J.)(promise to pay percentage of revenues resulting from the exclusive agency and to issue accounting reports "was promise to use reasonable efforts to bring profits and revenues into existence"). The duty to exploit the licensed property arises even when an advance is paid. See, *Reback v. Store Prods., Inc.*, 15 Misc.2d 681 (Sup. Ct. N.Y.Cty. 1958)(licensee had duty to exploit rights despite \$100,000 minimum guaranteed payment). During the five year license term, however, Atari, Inc. never developed or released a single Earthworm Jim video game on any platform. Therefore, Atari, Inc. breached the license agreement to Interplay's substantial damage according to proof.

Additionally, both in the course of negotiating the License Agreement and after, Atari, Inc., made several material representations that were relied upon by Interplay but proved to be untrue. For example, Atari, Inc. induced Interplay into licensing the Earthworm Jim intellectual property with the promise that it had a game in development that would be available for release in time for the 2006 holiday season. Also, in response to repeated Interplay inquiries into the status of the project, Atari, Inc. continued to represent that a game was either in development or soon to be in development. (See, e.g. correspondence between Interplay and Atari attached as Exhibits 2 and 3.) No games ever were released.

EXHIBIT 1

LICENSE AGREEMENT

This Agreement is made and entered into this 27th day of April, 2006, (the "Effective Date") by and between Atari, Inc., a Delaware corporation with offices at 417 Fifth Avenue, NY, NY 10016 ("Licensee"), and Interplay Entertainment, Inc., a Delaware corporation with offices at 100 North Crescent Drive, Suite#324, Beverly Hills, CA 90210 ("Licensor").

1. GRANT OF LICENSE.

Licensor hereby grants to Licensee and Licensee hereby accepts the worldwide (the "Territory"), exclusive right, license and privilege of utilizing the universe of Earthworm Jim intellectual property, including without limitation, all copyrights, trademarks (including US trademark Reg. No. 2267445), names and characters associated with Earthworm Jim and any and all existing Earthworm Jim materials, including all existing print, video and animation materials (collectively, the "Property") in connection with the development, publishing, advertising, marketing, manufacture, distribution, sale and exploitation of Handheld Video Games and Online Video Games. Such license shall become non-exclusive and shall not include development after the expiration of the Development Term, defined below, but shall otherwise continue for as long as such games are exploited. "Handheld Video Games" means games playable on Nintendo GameBoy Advance, Nintendo DS, Sony PSP, and any other handheld gaming devices that are or become available in the Territory during the Development Term, including all successors to, or next generations of, any of the foregoing platforms. "Online Video Games" means games, including but not limited to versions of and/or additional levels of the Handheld Video Games, downloaded via the Internet or any similar proprietary or non-proprietary networks or mechanisms, including, but not limited to, the World Wide Web, the Xbox 360 Live arcade and PSP environments and any similar online realms or environments, including those relating to proprietary networks and/or gaming systems.

2. TERM.

The Development Term of this Agreement shall commence on the signing hereof and expire on May 1, 2011 (the "Development Term").

3. ADVANCE AND ROYALTIES.

(A) Licensee agrees to pay Licensor an advance against royalties of REDACTED, payable as follows:
REDACTED by May 1, 2006; and
REDACTED by June 1, 2006 (collectively, the "Advance").

(B) The Advance shall be recouped and royalties paid at the following rates: for Handheld Video Games: REDACTED of Net Sales per unit or for Online Video Games: REDACTED REDACTED of Net Receipts per download. Royalties shall be calculated on a quarterly basis and:

4/27/2006



shall be due, after recoupment, sixty (60) days after the close of each calendar quarter, together with an accompanying statement. "Net Sales" means Licensee's gross receipts received from the exploitation Handheld Video Games (excluding downloads), less only the costs of their manufacturing and packaging, freight, taxes, insurance, customs and brokerage fees, returns, markdowns, price protection and charge backs given in lieu of physical returns and license fees, royalties and other consideration payable by Licensee to licensors, and/or platform manufacturers. "Net Receipts" means Licensee's gross receipts received from the download of Online Video Games, less only the costs of chargebacks and license fees, bandwidth and hosting fees, royalties and other consideration payable by Licensee to licensors, and/or platform manufacturers.


4. PAYMENT AND NOTICES:

All transactions under this Agreement, including without limitation all payment of royalties, and all notices, statements, and other communications, shall be with or made payable in the name of INTERPLAY ENTERTAINMENT, INC., 100 North Crescent Drive, Beverly Hills, CA 90210. All correspondence, notices, and other communications to Licensee shall be sent via first class mail or overnight courier to Atari, Inc., 417 Fifth Avenue, NY, NY 10016, Attn: General Counsel.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Representations and Warranties by Licensee: Licensee warrants and represents that: (a) it is duly organized, validly existing and in good standing under the laws of its state of incorporation and has (and the officer executing on its behalf) full right and power to enter into this Agreement; (b) the execution and the delivery of this Agreement, will not violate any agreement Licensee has with any third party or any constitution, statute, regulation, rule, injunction, judgment, order, decree ruling, law, charge or other restriction of any government, governmental agency, or court to which Licensee is subject or any provision of its charter or bylaws; (c) any and all marketing materials, sales and packaging which will be used in connection with the Property shall not knowingly contain any libelous or otherwise unlawful material or knowingly violate or infringe upon any personal or proprietary right of any person or entity, including any copyright, patent, trademark or other intellectual property rights; (d) Licensee shall not use the Property other than as specifically provided herein; and (e) Licensee shall comply with all applicable laws, statutes, regulations and rules related to its performance hereunder (including product safety and advertising laws).

5.2 Representations and Warranties by Licensor: Licensor warrants and represents that: (a) it is duly organized, validly existing and in good standing under the laws of its state of incorporation and has (and the officer executing on its behalf) full right and power to enter into this Agreement and to grant the rights granted to Licensee herein; (b) the execution and the delivery of this Agreement, will not violate any agreement Licensor has with any third party or any constitution, statute, regulation, rule, injunction, judgment, order, decree ruling, law, charge or other restriction of any government, governmental agency, or court to which Licensor is subject or any provision of its charter or bylaws; (c) so long as this Agreement remains in effect, Licensor shall not commit any act or enter into any agreement with any third party which is inconsistent or in conflict with this



Agreement; (c) the Property and any and all other materials delivered by Licensor to Licensee shall be original and wholly owned by Licensor; (d) the execution and performance of this Agreement by Licensor, Licensor's transactions contemplated herein and the Property do not infringe, misuse, misappropriate or conflict with the any rights of any third parties, including copyright, patent and other intellectual property rights or contract rights; (e) the Property and other materials delivered by Licensor to Licensee shall not contain any libelous or otherwise unlawful material or violate any commercial rights to one's name and likeness, or any privacy or personal rights of any third party; (f) Licensor shall comply with all applicable laws, statutes, regulations and rules related to its performance hereunder and (g) the Property is not subject to any lien or other encumbrance which would prevent or otherwise interfere with Licensee's rights to exploit the Property pursuant to this Agreement.

6. TERMINATION.

This Agreement may be terminated upon written notice by a non-breaching party if not cured within (a) ten (10) business days of receipt of written notice by the breaching party of the occurrence of a breach of any payment provision contained herein or (b) within thirty (30) days of receipt of written notice of a breach by the breaching party of any other material terms, covenants, representations and/or warranties of this Agreement. No such termination shall be effective unless and until the party electing to terminate delivers a written notice of termination following the notice of breach and the expiration of the applicable cure period, provided the defaulting has not cured such default prior to receipt of such termination notice.

7. INDEMNITY.

Licensor will indemnify, defend and hold harmless Licensee and its affiliates, parent company, its subsidiaries and their officers, directors, employees, agents, suppliers, customers, contractors, vendors and sublicensees from and against any loss, damage, liability, and expense (including reasonable attorneys' fees) suffered or incurred by any of them arising out of any third party demand, claim, or legal proceedings containing allegations that, if true, would constitute a breach by Licensor of its representations and warranties contained herein.

8. LIMITATION OF LIABILITY

THE LIABILITY OF EITHER PARTY, IF ANY, FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER AND REGARDLESS OF THE LEGAL THEORY, SHALL NOT INCLUDE DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS.

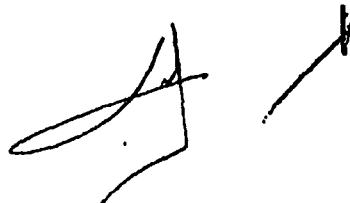
9. NO PARTNERSHIP.

Nothing herein contained shall be construed to place Licensor and Licensee in the relationship of partners or joint venturers.

10. WAIVER AND/OR MODIFICATION.

4/27/2006

3




None of the terms of this Agreement shall be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. No written waiver shall excuse the performance of an act other than those specified therein. The failure of either party hereto to enforce, or delay by either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings(s) to enforce any or all of such rights.

11. CONSTRUCTION AND SURVIVAL

This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to the exclusive jurisdiction of the courts located in the State of New York and designate the courts of the State of New York as the exclusive venue for any dispute arising out of, under or relating to this Agreement. Sections 5, 7 and 11 of this Agreement shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

INTERPLAY ENTERTAINMENT, INC.

By: 
Title: CEO

ATARI, INC.

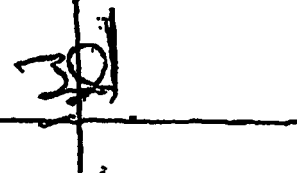
By: 
Title: CEO

EXHIBIT 2



March 07, 2008

VIA COURRIER AND FACSIMILE

Atari, Inc.
Attn: General Counsel
417 Fifth Avenue
New York, NY 10016

To Whom It May Concern:

Pursuant to the terms of the License Agreement dated April 27, 2006, between Atari Inc ("Atari") and Interplay Entertainment Corp, ("Interplay") (the "Agreement"), with respect to the intellectual property rights for Earthworm Jim, (the "Property"), Atari was required to develop Handheld Video Games and Online Video Games (the "Games") using the Property. In fact, it was our understanding at the time that Interplay entered into the Agreement with Atari, that Games utilizing the Property were already being developed by Atari and Interplay was advised at that time that Atari would start shipping Games for the 2006 holiday season. Unfortunately this never happened. Further, Interplay was then later advised by Atari that Games would be shipped for the 2007 holiday season and that never happened either. As a result of the foregoing, Interplay has been denied substantial royalties that it would have been entitled to receive under the Agreement.

To our knowledge, the Games which were under development have all been cancelled by Atari and are no longer under development and Atari has no plans in the future to develop same. This is supported by the fact that after almost two (2) years since the Agreement was entered into, Interplay has not been advised of any other Games being developed or even planned to be developed by Atari now or in the future.

This letter shall serve as written notice to Atari that it is in breach of the Agreement and the covenant of good faith and fair dealing associated therewith. Further, it appears that Atari fraudulently induced Interplay to enter into the Agreement and either did not have Games developed or under development which were capable of being released for holiday 2006 and/or 2007 as represented. In addition, Interplay has serious doubts as to the intent of Atari in entering into the Agreement given Atari's failure to exploit the Games or provide Interplay any information as to the status of same, as well as Atari's apparent decision to cancel development of the Games.

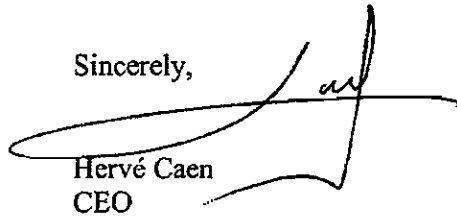
.../...



Please understand that it was never Interplay's intention to allow the Property to sit on the shelf and not have Games developed and shipped. The failure of Atari to develop and exploit the Property has caused Interplay substantial damages. In the event that Atari fails to timely respond to this notice and advise Interplay of its intentions with respect to the Games and Property, then Interplay intends to pursue all of its equitable and legal rights as appropriate.

This letter shall not be construed as a waiver of any of Interplay's rights and remedies, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read "Hervé Caen", is written over a horizontal line. The signature is fluid and cursive.

Hervé Caen
CEO

EXHIBIT 3

May 9, 2008

Hervé Caen
CEO
Interplay Entertainment Corporation
100 North Crescent Drive
Suite 324
Beverly Hills, CA 90210

Jeffrey F. Gersh, Esq.
The Gersh Law Firm, Inc.
15821 Ventura Boulevard
Suite 515
Encino, CA 91436

Re: **Earthworm Jim License**

Dear Messrs. Caen & Gersh:

I write in response to your respective letters dated March 7, 2008 and April 25, 2008 with regard to the Earthworm Jim License Agreement (the "Agreement") entered into by Interplay Corporation ("Interplay") and Atari, Inc. ("Atari") as of April 27, 2006.

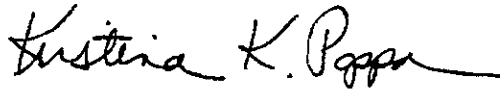
Contrary to the letters' assertions, as of the commencement of the Agreement, Atari intended to develop the Property. Assertions by Interplay that Atari fraudulently induced Interplay to enter into the Agreement or that it made material misrepresentations in order to get Interplay to enter into the Agreement are simply false. Atari continues to intend to develop the Property. As evidence of this, Atari was actively developing the Earthworm Jim intellectual property (the "Property") in 2007. By the summer of 2007, Atari stopped the development effort because it was concerned with the quality of the output from the chosen developer. As recently as approximately 6 months ago, Atari was considering new development proposals from third parties and was having discussions regarding the same.

Atari has complied in all material respects with the terms of the Agreement. It plans to continue to pursue the development of the Property. Claims to the contrary are without merit. Atari welcomes an open dialogue with Interplay to discuss its plans and is confident that in doing so Interplay will be satisfied that Atari has not breached the Agreement in any way

Messrs. Caen & Gersh
May 9, 2008
Page -2-

Finally, it has come to Atari's attention that Interplay announced this past April that it is teaming up with the original creator of the Property to develop, among other things, a new video game based on the Property. Without knowing the details surrounding this new venture, Atari is unable to assess what if any impact this will have upon the rights granted to Atari under the Agreement. Accordingly, nothing herein should be construed as a waiver of Atari's rights and remedies, all of which Atari expressly reserves.

Very truly yours,



KRISTINA K. PAPP

cc: Jim Wilson
Atari, Inc.