

EXHIBIT 1

TRANSFER AGREEMENT

dated as of February 5th, 2013

among

THE BLUEBAY VALUE RECOVERY (MASTER) FUND LIMITED
as Existing Lender, Facility Agent and Security Agent

and

ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.
as New Lender

and

ATARI EUROPE SAS
as Original Borrower

and

ATARI SA
as Original Guarantor

THIS TRANSFER AGREEMENT dated as of February 5th, 2013 (the “**Transfer Agreement**”) is made among:

1. **THE BLUEBAY VALUE RECOVERY (MASTER) FUND LIMITED**, an exempted company incorporated with limited liability in the Cayman Islands, having its registered office at BDO Cayman Islands, P.O. Box 31229, 2nd Floor - Building 3, Governors Square, 23 Lime Tree Bay Avenue, Grand Cayman KY1-1205, Cayman Islands (“**BlueBay VRF**”), represented by Mr. Russel Smith, from BDO CRI (Cayman) Ltd., liquidator of BlueBay VRF and duly empowered for the purpose hereof, as existing lender (the “**Existing Lender**”), Facility Agent and Security Agent;
- (2) **ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.**, a Cayman Islands exempted company, having its registered office in the Cayman Islands (“**Alden**”), represented by Alden Global Capital Limited, its Investment Adviser, *itself by*: Alden Global Capital LLC, its Sub-Adviser, *itself by*: John Ferguson in his capacity as President and duly empowered for the purpose hereof (the “**New Lender**”);
- (3) **ATARI EUROPE SAS**, a simplified stock company (*société par actions simplifiée*) incorporated under the laws of France, with a share capital of EUR 19,000,000, whose registered office is located at 78, rue Taitbout, 75009 Paris, registered with the Paris companies and trade register under number 328 033 410, represented by Atari SA, itself represented by Atari SA, as *Président*, itself represented by Frédéric Chesnais in his capacity as *Directeur Général* and duly empowered for the purpose hereof, as original borrower (the “**Original Borrower**”); and
- (4) **ATARI SA**, a stock company (*société anonyme*) incorporated under the laws of France with a share capital of EUR 14,765,783, whose registered office is located at 78, rue Taitbout, 75009 Paris, registered with the Paris companies and trade register under number 341 699 106, represented by Frédéric Chesnais in his capacity as *Directeur Général* and duly empowered for the purpose hereof, as original guarantor (the “**Original Guarantor**”).

The Existing Lender, the New Lender, the Original Borrower and the Original Guarantor are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) A credit facility was established in favour of the Original Borrower pursuant to the terms of a credit facility agreement dated as of April 21, 2006 as amended by an Amendment no.1 dated June 12, 2006, an Amendment no.2 dated September 8, 2006, an Amendment no.3 dated April 3, 2007, an Amendment no.4 dated June 20, 2007, an Amendment no.5 dated October 10, 2007, an Amendment no.6 dated December 17, 2007, an Amendment no.7 dated February 27, 2009, certain waiver letters dated November 26, 2008 and January 23, 2009, an Amendment no.8 dated March 31, 2009, an Amendment no.9 dated December 10, 2009, an Amendment no.10 dated April 26, 2010, an Amendment no.11 dated October 1, 2010, an Amendment no.12 dated June 30, 2011, an Amendment no. 13 dated December 23, 2011, an Amendment no.14 dated June 27, 2012 and an Amendment no. 15 dated December 18, 2012 as further amended by a letter dated December 24, 2012 (as amended, restated, extended, supplemented or otherwise modified, the “**Credit Facility Agreement**”), among *inter alia* the Original Borrower, the Original Guarantor and Banc of America Securities Limited as original lender (the “**Original Lender**”).
- (B) Pursuant to a transfer agreement dated December 10, 2009, the Original Lender and the parties thereto have agreed to the transfer (*cession*) by the Original Lender to the Existing Lender of

all of Banc of America Securities Limited's commitments, rights and obligations under the Credit Facility Agreement (the "**Original Transfer**").

- (C) The Existing Lender wishes to transfer by way of assignment and the New Lender wishes to acquire all of the Existing Lender's commitments, rights and obligations under the Credit Facility Agreement as described below.
- (D) The Original Guarantor having provided certain securities securing the payment or the prepayment of the sums due under the Credit Facility Agreement, it intervenes to this Transfer Agreement to confirm its acknowledgment and consent to the transfer and operations contemplated herein.
- (E) Terms defined in the Credit Facility Agreement have the same meaning when used in this Transfer Agreement. This Transfer Agreement is made pursuant to and in accordance with Clause 24 (*Changes to the Lenders*) of the Credit Facility Agreement.

IT IS AGREED as follows:

1. TRANSFER

1.1 Subject to the terms set forth in this Transfer Agreement and in accordance with Clause 24.5 (*Procedure for transfer*) of the Credit Facility Agreement, the Existing Lender hereby transfers by way of assignment (*cession*) to the New Lender, and the New Lender hereby accepts and assumes such assignment from the Existing Lender of the Credit Facility Agreement (including all of the Existing Lender's commitments, rights and obligations thereunder) together with all related rights and obligations under the Finance Documents, including but not limited to:

- Nature: Loans
- Commitment (outstanding loans): EUR 21,978,966.60
(twenty one million nine hundred and seventy eight thousand nine hundred and sixty six euros and sixty cents)
- Interest accrued and due on March 31, 2013: EUR 504,692.02
(five hundred and four thousand six hundred and ninety two euros and two cents)
- Final Maturity Date: March 31, 2013

The Original Borrower and the Original Guarantor hereby acknowledge, and to the extent necessary agree, to such transfer by way of assignment of the Credit Facility Agreement to the New Lender.

1.2 Pursuant to Clause 26.1 (*Appointment of the Facility Agent*) and Clause 26.17 (*Appointment of a Security Agent*) of the Credit Facility Agreement, the Existing Lender and the New Lender hereby appoint the New Lender as Facility Agent and as Security Agent to act under and in connection with the Finance Documents, including, without limitation, the Transaction Security Documents. The Original Borrower and the Original Guarantor hereby acknowledge such appointments.

- 1.3** As a consequence of the transfer by way of assignment contemplated herein, as from the Transfer Date (as defined below):
- (i) the New Lender will act as sole Lender, Facility Agent and Security Agent under the Credit Facility Agreement and all other Finance Documents, and will benefit from all rights deriving therefrom.
 - (ii) the Existing Lender will be released from any and all obligations under the Credit Facility Agreement, and
 - (iii) any rights to payment (*créances*), security interests (*sûretés*), pledges (*nantissements*) and other rights securing the payment of the Credit Facility Agreement will be transferred to the New Lender as Lender, Facility Agent and Security Agent as from the signature of this Transfer Agreement, in accordance with Article 8 below.
- 1.4** The Existing Lender shall procure, within thirty (30) business days from the signature hereof, that (i) all copies of the Finance Documents, including without limitation all original of the Transaction Security Documents and related notices and documents delivered to it in connection therewith, and (ii) the original stock certificates representing shares of Atari, Inc. and Atari Interactive, Inc. to the Credit Facility Agreement be delivered to the New Lender (or to any of its agents as it may direct the Existing Lender).
- 1.5** The Existing Lender hereby assigns to the New Lender the benefit of all its rights, title and interest in the Original Transfer.
- 1.6** The Parties agree that all further obligations to lend under the Credit Facility Agreement have been terminated or terminate on the Transfer Date (as defined in Article 3) and that the Original Borrower may not deliver to the New Lender any Utilisation Request or Rollover Request.
- 1.7** The Parties acknowledge and agree that this Transfer Agreement complies with the requirements of the Credit Facility Agreement regarding the form of a transfer agreement, as further set out in Schedule 5 (*Form of Transfer Agreement*) of the Credit Facility Agreement.
- 2. TRANSFER PRICE**
- 2.1** The price payable by the New Lender to the Existing Lender (the “**Transfer Price**”), in respect of the assignment of the Credit Facility Agreement (together with the related commitments, rights and obligations) described in Article 1 above, shall be equal to EUR 3,500,000 (three million five hundred thousand euros).
- 2.2** The Transfer Price shall be payable in cash, by way of bank wire transfer of immediately available funds to the Existing Lender’s bank account referred to in Schedule 1, as follows:
- (i) EUR 2,500,000 (two million five hundred thousand euros) on the date hereof, and
 - (ii) EUR 1,000,000 (one million euros) within five (5) Business Days following the delivery to the New Lender of the last remaining item listed in Schedule 2.
- 3. TRANSFER DATE:** The transfer by way of assignment to the New Lender of the Credit Facility Agreement together with all of the Existing Lender’s commitments and rights under the Credit Facility Agreement occurs on the date hereof (the “**Transfer Date**”).

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties by the Parties

Each Party hereby represents and warrants to the others that:

- (i) It is a legal entity duly organized and incorporated, validity existing and (subject only to the ongoing liquidation process of the Existing Lender) in good standing under the laws of its jurisdiction of incorporation;
- (ii) The execution and performance of this Transfer Agreement complies with its corporate interest (*intérêt social*) and does not breach or constitute a default under any law applicable to it, any provision of its memorandum or articles of association (*statuts*) or equivalent constitutional documents, or any agreement to which it is a party or by which it is bound;
- (iii) There is no agreement, side-letter, or contractual arrangement of whatever nature signed by it that could reduce, affect or impede the validity and/or enforceability of this Transfer Agreement subject the two standstill periods requested by the *conciliateur* and granted by the Existing Lender by official emails from the Existing Lender's counsels to the *conciliateur* dated January 8, 2013 at 6:29 pm and January 21, 2013 at 9:47 am (together the "**Official Emails**"), it being specified that these two standstill periods are terminated;
- (iv) It shall not take any action which may prejudice, directly or indirectly, the validity or the enforceability of the Agreement or the rights of the New Lender under or in connection with this Transfer Agreement and/or the Credit Facility Agreement, or have a material adverse effect upon thereon; and
- (vi) The Transfer Agreement constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms.

4.2 Representations and warranties by the Existing Lender

The Existing Lender further represents and warrants:

- (i) Subject to the Insolvency Proceedings (as defined in Article 5.2 below), no consent, approval, authorization or waiver is required to be obtained from, and no notice is required to be given to, any person or governmental entity other than the Existing Lender represented by its liquidator in connection with the execution, delivery and performance by the Existing Lender of this Transfer Agreement and the transfer and assignment of the Credit Facility Agreement to the New Lender;
- (ii) Notwithstanding the limitations on the Existing Lender's liabilities set out in paragraph (c) of Clause 24.4 (*Limitation of responsibility of Existing Lenders*) of the Credit Facility Agreement, the Existing Lender undertakes to accept a re-transfer and a re-assignment of the Credit Facility Agreement in accordance with Clause 9 hereof;
- (iii) Subject to the Insolvency Proceedings (as defined in Article 5.2 below), the execution and delivery of this Transfer Agreement by the Existing Lender, and the performance by the Existing Lender of its rights and obligations under this Transfer Agreement does not require any regulatory, judicial or other approvals from the Cayman Islands Monetary Authority, Cayman Islands Registrar of Companies or any other court or governmental entity in the Cayman Islands or elsewhere that has jurisdiction over the pending liquidation of the Existing Lender, and that the transactions contemplated herein are not subject to being avoided, voided, rejected, disallowed or otherwise invalidated by virtue of the pending liquidation of the Existing Lender; and

- (iv) There are no outstanding fees due under the Credit Facility Agreement to the Existing Lender in its capacity as Security Agent, as Facility Agent and/or in any other capacity.

4.3 Representations and warranties by the Original Borrower and the Original Guarantor

The Original Borrower and the Original Guarantor, acting jointly and severally, represent and warrant that:

- (i) The Original Borrower is the sole Borrower and the Original Guarantor is the sole Guarantor, both under the Credit Facility Agreement and the Finance Documents, and no third party is an Obligor under such documents;
- (ii) The Credit Facility Agreement and the Transaction Security Documents (listed in Schedule 3) constitute legal, valid, and binding obligation enforceable against them (and their Affiliates, as the case may be), in accordance with their terms; all Transaction Security Documents (including, without limitation, the pledge referred to in paragraph (i) of Schedule 3 granted by the Original Guarantor on one hundred percent of the shares of the Original Borrower) are first ranking Security Interests and are not subordinated in any manner;
- (iii) The Original Borrower, the Original Guarantor (and, to the extent applicable, their Affiliates) have not breached the Credit Facility Agreement nor the Transaction Security Documents, subject only to (x) the events of default directly resulting from the Insolvency Proceedings, and (y) the two standstill periods requested by the *conciliateur* and granted by the Existing Lender in the Official Emails, it being specified that these two standstill periods are terminated on the date hereof;
- (iv) The Original Borrower received all appropriate letter(s) (as updated or supplemented from time to time) required in connection with the indicative calculation of the effective global rate (*taux effectif global*), as per Article 10.5 (*Effective Global Rate (Taux Effectif Global)*) of the Credit Facility Agreement, Section L 313-4 of the French *Code monétaire et financier* and Sections L 313-1 et seq. of the French *Code de la consommation*; and
- (v) More generally, the representations stated in Article 19 (*Representations*) of the Credit Facility Agreement, except the representations stated in Articles 19.9, 19.13 and 19.14, are true, correct and accurate on the date hereof.

4.4 Representations and warranties by the Original Borrower, the Original Guarantor and the Existing Lender

The Original Borrower and the Original Guarantor, acting jointly and severally (except with respect to paragraphs (iii) below), as well as the Existing Lender, acting separately from any other Party, further represent and warrant, that:

- (i) The Existing Lender is the sole Finance Party under the Credit Facility Agreement and the Finance Documents, there is no entity party to the Credit Facility Agreement and/or the Finance Documents in capacity of Issuing Bank; and no third party is entitled to any rights as a Finance Party under such documents. The Existing Lender received a legal, valid, binding and enforceable transfer of the Original Lender's rights under the Credit Facility Agreement under the Original Transfer;
- (ii) The copies of (x) the consolidated version of the Credit Facility Agreement, as amended pursuant to its 15th amendment (a copy of which is attached hereto as Schedule 5), and (y) the transfer agreement dated December 10, 2009 between Banc of America Securities

Limited and the Existing Lender (a copy of which was delivered to the New Lender), are true, complete and accurate;

- (iii) The amounts of the outstanding loan and accrued interests as well as the final maturity date stated in Article 1.1 above are true, complete and accurate;
- (iv) The Existing Lender has not, directly or indirectly, transferred, assigned, participated, or otherwise encumbered (subject only to the two standstill periods, now terminated, which were granted by the Existing Lender in the Official Emails) its rights under the Credit Facility Agreement, in whole or in part;
- (v) There is no agreement, waiver, side letter or any other type of arrangement which would (x) extend the maturity date of the Credit Facility Agreement and the cash payment of interests beyond March 31, 2013, and/or (y) reduce or impair or otherwise adversely affect the rights of the New Lender;
- (vi) The list of Transaction Security Documents, attached hereto as Schedule 3, is the true, complete, accurate list of any and all guarantees, pledges, liens, charges, nantissements, or any other form of security interest (whether under French law or any other law, together the “**Security Interests**”) which have been granted by the Original Borrower, the Original Guarantor and/or any of their Affiliates (including Atari, Inc., Atari Interactive, Inc., California U.S. Holdings, Inc. and Humongous, Inc., together the “**US Subsidiaries**”) under the Credit Facility Agreement;
- (vii) On the date hereof, there is no Security Interest, other than the Transaction Security Documents listed in Schedule 3, granted by the Original Borrower, the Original Guarantor, or any of their Affiliates, nor any undertaking to grant any such Security Interest;
- (viii) Subject to the Insolvency Proceedings, no litigation is existing or, to the best of their knowledge without independent investigation, pending that would reduce or impair or otherwise adversely affect the rights granted to the Existing Lender under the Credit Facility Agreement and/or the transfer contemplated herein; and

4.5 The Parties hereby expressly acknowledge that (i) each of the Parties does not make any representation or warranty other than those included in this Article 4 and that (ii) they do not rely on any representation or warranty other than those included in this Article 4.

4.6 The Parties acknowledge that the provisions of this Transfer Agreement constitute the sole cause of action and legal basis as well as the sole recourse of each of the Parties against the other Parties in respect of the performance of any of the obligations of each of the Parties under this Transfer Agreement, and these provisions automatically cancel or replace any other guarantees or other rights which the Parties may have in that regard. Save as otherwise agreed in writing between the Parties, the Parties hereby irrevocably waive their rights to any actions whatsoever, which they may have now or in the future in respect of the Parties’ obligations provided herein.

5. DECLARATIONS

5.1 The Existing Lender confirms that:

- (i) in its capacity as Facility Agent, it is satisfied that it has complied with all necessary “*know your customers*” or other similar checks under applicable laws and regulations in relation to the transfer and assignment to the New Lender of the Credit Facility Agreement; and

- (ii) for the purposes of Clause 24.2(b) of the Credit Facility Agreement, the transfer by way of assignment of the Credit Facility Agreement is fully effective towards the Existing Lender, being the sole Finance Party, as from the date hereof.

5.2 The New Lender acknowledges that it is aware of the financial situation of the Original Borrower, the Original Guarantor and the Atari group taken as a whole; in particular, it is aware that (i) the U.S. debtors have filed for Chapter 11 protection in the United States, (ii) the Original Guarantor filed for *conciliation* before the French courts pursuant to Book 6 of the French *Code de commerce* and agreed to withdraw its filing for safeguard before the French Courts; and (iii) Eden Games SARL filed for bankruptcy (*liquidation judiciaire avec poursuite d'activité*) before the Commercial Court of Lyon, on January 29, 2013 ((i), (ii), and (iii) together, the “**Insolvency Proceedings**”).

5.3 For the purposes of Clause 24.2(b)(i) of the Credit Facility Agreement, the New Lender confirms that as from the Transfer Date, it will assume the same obligations under the Credit Facility Agreement as it would have if it were an Original Lender (subject to Articles 1.6 and 6.4 hereof).

6. RELEASE AND WAIVERS

6.1 Release of the Existing Lender. The Original Borrower and the Original Guarantor hereby expressly confirm that the Existing Lender is released from any commitment to provide funds or drawings under the Credit Facility Agreement.

6.2 Waiver by the Existing Lender of its transfer fee. The Existing Lender in its capacity as former Facility Agent agrees to waive the payment of the EUR 2,500 fee set out in Clause 24.3 of the Credit Facility Agreement applicable in case of transfer.

6.3 Waivers by the Original Borrower of the Conditions of assignment or transfer. The Original Borrower hereby irrevocably waives any and all prior notification rights and pre-emptive rights under Clause 24.2 of the Credit Facility Agreement.

6.4 No further lending obligations. The Original Borrower, the Original Guarantor, the New Lender and the Existing Lender each agrees and confirms that no Lender (whether the Existing Lender or the New Lender) is under any obligation to lend, advance monies or provide funds or drawings under the Credit Facility Agreement.

6.5 No prior rights of set-off. Other than in respect of any Rollover Loans, each of the Original Borrower, Original Guarantor and the Existing Lender hereby:

- (i) waives any rights of set-off it may have against the Original Borrower, the Original Guarantor or the Existing Lender (as the case may be); and
- (ii) confirms, for the benefit of the New Lender only, that it has not exercised any such rights of set-off, subject only to the set-off completed in accordance with the Amendment No 9 and Delegation Agreement dated December 10, 2009, which do not affect in any manner whatsoever the transfer by way of assignment of the Credit Facility Agreement to the New Lender.

7. NOTIFICATIONS: The New Lender shall procure that this Transfer Agreement be officially notified (*signification*) by bailiff (*huissier de justice*) to the Original Borrower and to the Original Guarantor in accordance with article 1690 of the French *Code Civil*. All necessary powers are given to the holder of an original or a copy of this Transfer Agreement to accomplish all necessary formalities. Fees and expenses relating to such notifications will be borne by the New Lender.

The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 31.2 (*Addresses*) are set out in Schedule 6 of this Transfer Agreement.

8. SECURITY AND GUARANTEES

8.1 The Original Borrower and the Original Guarantor hereby expressly confirm that any and all guarantee, pledge, lien, charge, *nantissement*, or any other form of security interest (whether under French law or any other law) which has been granted by any of them or any of their Affiliates will remain in full force and effect for the benefit of the New Lender.

8.2 Furthermore, the Original Borrower and the Original Guarantor shall procure that, within 30 Business Days from the execution of this Transfer Agreement, all security interests granted or created under, all rights, powers and agreements of or for the benefit of the Existing Lender, any other Lenders and/or the Security Agent under all Transaction Security Documents governed by US law (as listed in paragraphs (iii), (vi) and (vii)) of Schedule 3 hereo are, to the extent necessary, amended, registered, filed or otherwise perfected in accordance with applicable laws in order to secure the obligations of the Original Borrower and/or the Original Guarantor under the Credit Facility Agreement towards the New Lender. This undertaking shall also apply to the US aspects of (i) the pledge over intellectual property rights identified in paragraph (iv) of Schedule 3 hereto and of (ii) the pledge of receivables identified in paragraph (v) of Schedule 3 hereto. Should the issuance of new stock certificates of Atari Interactive, Inc. and Atari, Inc. be required, as a consequence of the loss or deterioration of the existing stock certificates, the Original Guarantor undertakes to promptly (i) cause the relevant US Subsidiaries to issue and sign new stock certificates and (ii) deliver such newly-issued stock certificates of Atari Interactive, Inc. and Atari, Inc. to the New Lender as collateral for the Transaction Security Documents listed in paragraphs (iii) and (vi) of Schedule 3 hereto.

8.3 For the avoidance of doubt, the Parties acknowledge and agree that the Transaction Security Documents governed by French law (as listed in paragraphs (i), (ii), (iv) (v) of Schedule 3 hereto) are automatically transferred on the Transfer Date to the benefit of the New Lender without any amendment, submission, or action whatsoever required from the Existing Lender, the Original Borrower, the Original Guarantor, any of their Affiliates or any third party. The Original Borrower and the Original Guarantor each undertakes not to, and to cause their Affiliates not to, make any declaration, statement, demand, claim or representation that would contradict or undermine this automatic transfer.

8.4 The Original Guarantor and the Original Borrower each undertakes to agree (and to cause their respective Affiliates to agree) to any amendment, submission, action and/or ancillary document that may be reasonably required by the New Lender to comfort its rights under the Transaction Security Documents and/or make them effective. The Existing Lender, the Original Borrower and the Original Guarantor hereby authorize the New Lender to make all such amendments, registrations and filings in respect of registrations and filings previously made by the Existing Lender.

9. FURTHER ASSURANCES: The Existing Lender, the Original Borrower and the Original Guarantor undertake to execute and deliver (or to cause to be executed and delivered) all such instruments, and to perform (or cause to be performed) all such acts or formalities as the New Lender may reasonably request for the purpose and intent of this Transfer Agreement (including, without limitation, Article 8 hereof but excluding any request for legal opinion or any act resulting in an additional liability for the Existing Lender) and provided that the costs of such acts or formalities incurred by the Existing Lender will be borne exclusively by the New Lender, subject to legal counsels fees which shall be borne by each Party in accordance with Article 11 below.

- 10. TRANSFER OF SHARES AND SECURITIES OF THE ORIGINAL BORROWER**
- 10.1** The transfer by way of assignment of the Credit Facility Agreement under this Transfer Agreement and the transfer of the shares and securities of the Original Borrower contemplated under the Share Purchase Agreement signed on the date hereof between, *inter alia* others, the Existing Lender and the New Lender (the “SPA”), are deemed to take place simultaneously.
- 10.2** Should the transfer of the shares and securities contemplated in the SPA not occur within two (2) Business Days at the latest following the Transfer Date in accordance with the terms and conditions of the SPA, the New Lender shall be entitled, at its sole option, to re-transfer and re-assign to the Lender all the Commitments, rights and obligations under the Credit Facility Agreement, in which case the Existing Lender shall return the Transfer Price to the New Lender and the transaction contemplated herein shall be deemed not having occurred.
- 11. COSTS AND EXPENSES:** Each Party to this Transfer Agreement shall bear all fees, costs and commissions of its own financial, legal counsels whose intervention shall be required for the enforcement of this Transfer Agreement.
- 12. EXECUTION BY FACSIMILE OR PDF:** This Transfer Agreement and any other document ancillary to this Transfer Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine as a defense to the formation of a contract and each such Party irrevocably waives any such defense.
- 13. GOVERNING LAW AND JURISDICTION:** This Transfer Agreement is governed by French law. The *Tribunal de Commerce de Paris* shall have jurisdiction in relation to any dispute concerning this Transfer Agreement.

This Transfer Agreement has been made in four (4) original copies and entered into on the date stated at the beginning of this Transfer Agreement, and each Party acknowledges receipt of an original copy.

[Signature pages follow]

SIGNATURES

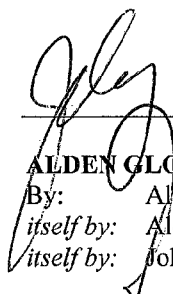
The Existing Lender, Facility Agent and Security Agent



The BlueBay Value Recovery (Master) Fund Limited

Address: c/o BlueBay Asset Management LLP
77 Grosvenor Street
London W1K 3JR
United Kingdom
Fax: +44(0)20 7389 3499
By: Mr. Russell Smith in his capacity as liquidator

The New Lender



ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.

By: Alden Global Capital Limited, its Investment Adviser,

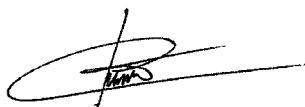
itself by: Alden Global Capital LLC, its Sub-Adviser,

itself by: John Ferguson, its President

Address: c/o Alden Global Capital LLC
885 Third Avenue, Suite, 34th Floor
New York, New York 10019
Attention: General Counsel
Facsimile No. + 1 (212) 702-0145

With a copy to: notices@aldenglobal.com

The Original Borrower



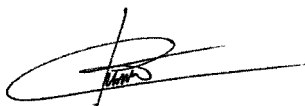
ATARI EUROPE SAS

By: Atari SA as *Président*, itself represented by Frédéric Chesnais in his capacity as *Directeur Général*

Address: 78, rue Taitbout
75009 Paris - France

Fax: + 33 1 73 79 21 54

The Original Guarantor



ATARI SA

Address: 78, rue Taitbout
75009 Paris - France

Fax: + 33 1 73 79 21 54

By: Frédéric Chesnais in his capacity as *Directeur Général*