

EXHIBIT A

PROPOSED FORM OF ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF PERELLA
WEINBERG PARTNERS LP AS INVESTMENT BANKER TO THE DEBTORS**

Upon consideration of the application (the “Application”)² of the debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) for entry of an order, *inter alia*, authorizing the Debtors to employ and retain Perella Weinberg Partners LP (“Perella”) as their investment banker effective *nunc pro tunc* to January 31, 2013, on the terms and conditions set forth in that certain engagement letter between the Debtors and Perella (the “Engagement Letter”), a copy of which is annexed to the Declaration of Joshua Scherer (the “Scherer Declaration”) as **Exhibit 1**, all as more fully set forth in the Application; and upon consideration of the Scherer Declaration; and the Court having held a hearing (the “Hearing”) on approval of the relief requested in the Application and having considered the arguments of counsel made, and the evidence submitted, proffered or adduced at the Hearing; and the Court finding that (i) it has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.), (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (iii) venue of the Chapter 11 Cases and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409, (iv) the relief requested in the Application is in the best interests of the

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

² Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Application.

Debtors, their estates, their creditors and other parties in interest, (v) proper and adequate notice of the Application and the Hearing has been given and that no other or further notice is necessary, (vi) Perella represents and holds no interest materially adverse to the Debtors or their estates and is disinterested under section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code) and as required by section 327(a) of the Bankruptcy Code, (vii) any objections to the relief requested in the Application have been withdrawn or overruled on the merits, and (viii) good and sufficient cause exists for the granting of the relief requested in the Application after having given due deliberation upon the Application and the Scherer Declaration, and all of the proceedings had before the Court in connection with the Application. Therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is hereby **GRANTED** to the extent set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016; and Local Bankruptcy Rule 2014-1, the Debtors shall be, and hereby are, authorized to retain and employ Perella as their investment banker effective *nunc pro tunc* to the January 31, 2013 in accordance with the terms and conditions set forth in the Application and in the Engagement Letter.
3. The terms of the Engagement Letter are reasonable terms and conditions of the employment and retention of Perella by the Debtors, and shall be, and hereby are, approved.
4. Perella is hereby authorized to render investment banking services to the Debtors as described in the Application and in the Scherer Declaration. Perella will render the following investment banking services:
 - a) become familiar with the business, operations, properties, financial condition and prospects of the Debtors;

- b) review the Debtors' financial condition and outlook;
- c) assist in the development of financial data and presentations to the Debtors' Board of Directors, various creditors, and other parties;
- d) analyze the Debtors' financial liquidity and evaluate alternatives to improve such liquidity;
- e) evaluate the Debtors' debt capacity and alternative capital structures;
- f) participate in negotiations among the Debtors and their creditors, suppliers, lessors and other interested parties with respect to any of the transactions contemplated by the Engagement Letter;
- g) advise the Debtors and negotiate with lenders with respect to potential waivers or amendments of various credit facilities;
- h) identify potential purchasers and advise and assist the Debtors in analyzing, structuring, planning, negotiating and effecting any transaction; and
- i) provide such other advisory services as are customarily provided in connection with the analysis and negotiation of any of the transactions contemplated by the Engagement Letter, as requested and mutually agreed.

5. Perella shall apply for compensation for professional services rendered and reimbursement of reasonable and actual expenses incurred in connection with the Chapter 11 Cases in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the guidelines established by the Office of the United States Trustee for the Southern District of New York, and such other procedures as may be fixed by Order of this Court.

6. Perella shall be compensated based on the rates set forth in the Engagement Letter, and Perella's compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code; provided, however, that the United States trustee retains all rights to object to Perella's interim and final fee applications (including expense

reimbursements) on all grounds including but not limited to the reasonableness standard provided for in section 330 of the Bankruptcy Code.

7. The Debtors hereby are authorized to indemnify and hold harmless each Indemnified Person (as defined in the Engagement Letter) pursuant to the Indemnification Provisions and subject to the following condition:

In the event that an Indemnified Person seeks reimbursement of attorneys' fees from the Debtors pursuant to the Indemnification Provisions, the invoices and supporting time records from such attorneys shall be attached to Perella's own fee applications, and such invoices and time records shall be subject to the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of the Court under the standards of section 330 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(c) of the Bankruptcy Code.

8. To the extent that there may be any inconsistency between the terms of the Application, the Engagement Letter, the Scherer Declaration, and this Order, the terms of this Order shall govern.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: New York, New York
February __, 2013

THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE