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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	}	Chapter 11
ATARI, INC., <i>et al.</i> ,	}	Case No. 13-10176 (___)
Debtors. <sup>1</sup>	}	Joint Administration Requested

**MOTION OF THE DEBTORS AND DEBTORS-IN-POSSESSION FOR ENTRY OF AN ORDER (I) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICES TO, OR DISCRIMINATING AGAINST, THE DEBTORS ON ACCOUNT OF PREPETITION INVOICES; AND (II) DETERMINING THAT THE UTILITY COMPANIES ARE ADEQUATELY ASSURED OF POSTPETITION PAYMENT**

The debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), by and through their undersigned counsel, hereby move the Court (the “Motion”) for the entry of an order, the proposed form of which is attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 105(a) and 366 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), (i) prohibiting utility companies from altering, refusing or discontinuing services to, or discriminating against, the Debtors on account of prepetition invoices and; (ii) determining that the Debtors’ proposed adequate assurance procedures as set forth herein provide the Debtors’ utility companies with “adequate assurance of

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

payment” for postpetition utility bills incurred by the Debtors within the meaning of section 366(b) of the Bankruptcy Code. In support of the Motion, the Debtors respectfully represent as follows:

**I. Factual Background**

1. On January 21, 2013 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Court”). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or an examiner has been made in the chapter 11 cases, and no statutory committees have been appointed or designated.

2. Concurrently with the filing of this Motion, the Debtors have sought procedural consolidation and joint administration of these chapter 11 cases under the case of Atari, Inc. A description of the Debtors’ businesses, the reasons for filing these chapter 11 cases, and the factual basis for the relief sought from this Court to facilitate a smooth transition into chapter 11 is set forth in the *Declaration of Robert A. Mattes (I) In Support of Chapter 11 Petitions and First Day Motions and (II) Pursuant To Local Bankruptcy Rule 1007-2* (the “First Day Declaration”).

3. In operating their businesses, the Debtors use telephone, internet, cable and other similar utility services (collectively, the “Utility Services”)<sup>2</sup>, which are essential to the ability of the Debtors to sustain their operations while their chapter 11 cases are pending and, therefore, to the success of the Debtors’ reorganization under chapter 11 of the Bankruptcy Code. Any

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<sup>2</sup> The Debtors use of gas, water, electricity and waste disposal services at their facilities is included in the rent paid to respective landlords and is not subject to stand-alone charges.

interruption of the Utility Services, even for a brief period, would severely disrupt the Debtors' business operations and would be extremely harmful to their ability to maximize the value of their bankruptcy estates for the benefit of all of the Debtors' constituents. It is therefore critical that all Utility Services continue uninterrupted.

4. In the normal course of their business, the Debtors obtain Utility Services provided by utility companies, as that term is used in section 366 of the Bankruptcy Code (each a "Utility Company"; collectively, the "Utility Companies"), including those contained in the nonexclusive list attached as **Exhibit B** to the Motion (the "Utilities List").<sup>3</sup> The Debtors pay the Utility Companies, on average, approximately \$78,101.00 per month for Utility Services. To the best of the Debtors' knowledge, as of the date hereof, the Debtors are current with respect to invoices for Utility Services.

## **II. Proposed Adequate Assurance Procedures**

5. The Debtors intend to pay all postpetition, undisputed obligations owed to the Utility Companies in a timely manner and anticipate that there will be sufficient funds available to permit them to do so. Moreover, in light of the \$5.250 million in post-petition financing afforded the Debtors under the DIP Facility (as defined in the First Day Declaration) and related pleadings, the Debtors reasonably expect that they will have more than enough cash with which to pay all postpetition utility obligations in the ordinary course.

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<sup>3</sup> For each Utility Company, Exhibit B identifies: (a) the name of the Utility Company; (b) the service address of the Utility Company; (c) the type of utility services provided by the Utility Company; (d) the average monthly cost; and (e) the number of accounts. The inclusion of any entity on, as well as any omission of any entity from, Exhibit B is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect thereto. Moreover, although the Debtors believe that the Utilities List set forth in on Exhibit B is substantially complete, some Utility Companies may have been omitted inadvertently. Accordingly, the Debtors reserve the right to supplement or amend the Utilities List as needed. As set forth in paragraph 8 hereof, the Debtors have proposed a procedure for supplementing the list of Utility Companies on Exhibit B. In addition, the Debtors are requesting that this Motion apply to all of the Debtors' Utility Companies, whether or not such Utility Company is included on Exhibit B.

6. Because mere financial ability to pay does not satisfy the definition of “assurance of payment” under section 366(c) of the Bankruptcy Code, however, the Debtors propose to provide to any Utility Company a deposit equal to the estimated cost of two (2) weeks of utility service provided by the Utility Company, based upon the historical average over the twelve (12) months immediately preceding the Petition Date, of Utility Services provided by the Utility Company (the “Adequate Assurance Deposit”).

7. To obtain the Adequate Assurance Deposit, any Utility Company must request it in writing within thirty (30) days after the date of entry of an order approving the relief requested herein. The Debtors propose to provide the Adequate Assurance Deposit to each Utility Company within five (5) days of the receipt of a bona fide timely request. Further, upon accepting the Adequate Assurance Deposit, the Debtors propose that each requesting Utility Company be deemed to have agreed that the Adequate Assurance Deposit constitutes adequate assurance of postpetition payment to such Utility Company within the meaning of section 366 of the Bankruptcy Code and will further be deemed to have waived any right to seek additional adequate assurance during the course of these chapter 11 cases. Further, the Debtors request that any Utility Company that does not request an Adequate Assurance Deposit in writing within thirty (30) days after the entry of an order granting the relief requested herein be deemed to have received adequate assurance within the meaning of section 366(c) of the Bankruptcy Code.

8. The Debtors have made a good faith effort to identify their Utility Companies and include them on the Utilities List. Nonetheless, to the extent that the Debtors subsequently identify additional Utility Companies, the Debtors seek authority, in their sole discretion, to amend the Utilities List to add or remove any Utility Company. The Debtors further request that the Order approving the relief requested in this Motion apply to any such subsequently identified

Utility Company, regardless of when any Utility Company was added to the Utilities List. The Debtors also propose that any Utility Company added to the Utilities List after the Petition Date will be entitled to request in writing within fourteen (14) days from the date of service of a notice that such Utility Company has been added to the Utilities List, together with a copy of this Motion and the order granting the relief requested herein, that the Debtors provide to such Utility Company an Adequate Assurance Deposit. Any such Utility Company will be deemed to have adequate assurance pending resolution of such request and following receipt of the Adequate Assurance Deposit within the meaning of section 366 of the Bankruptcy Code. Further, to the extent that any such Utility Company does not timely request in writing an Adequate Assurance Deposit, that such Utility Company will be deemed to have received “adequate assurance” within the meaning of section 366 of the Bankruptcy Code.

9. The Debtors further request that all Utility Companies, including subsequent Utility Companies, be prohibited from altering, refusing or discontinuing utility services to the Debtors absent further order of the Court.

10. The Debtors submit that the proposed Adequate Assurance Deposits, in conjunction with the Debtors’ ability to pay for postpetition utility services in the ordinary course of business, constitutes sufficient adequate assurance to the Utility Companies. Further, in order to ensure that the Court may consider the relief requested in this Motion within twenty (20) days following the Petition Date, the Debtors request that the Court schedule a hearing to consider entry of the Proposed Order no more than fifteen (15) days after the Petition Date.

### **III. Jurisdiction, Venue and Predicates for Relief Requested**

11. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding

within the meaning of 28 U.S.C. § 157(b)(2). The predicates for the relief requested herein are sections 105(a) and 366 of the Bankruptcy Code, Rule 6003 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), and Rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”).

#### **IV. Relief Requested**

12. By this Motion, the Debtors request that the Court enter an order (i) prohibiting the Utility Companies from altering, refusing or discontinuing services to, or discriminating against, the Debtors on account of prepetition invoices; and (ii) determining that the proposed adequate protection procedures provide the Utility Companies with “adequate assurance of payment” for postpetition utility bills incurred by the Debtors within the meaning of section 366(b) of the Bankruptcy Code.

#### **V. Basis for Relief**

13. The policy underlying section 366 of the Bankruptcy Code is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while at the same time providing utility companies with adequate “assurance of payment” for postpetition utility service. *See* H.R. Rep. No. 95-595, at 350 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. Section 366(c)(1) of the Bankruptcy Code, as modified in October 2005, defines “assurance of payment” to mean several enumerated forms of security (e.g., cash deposits, letters of credit, prepayment for utility service) while excluding from the definition certain other forms of security (e.g., administrative expense priority for a utility’s claim). In addition, section 366(c)(3)(B) of the Bankruptcy Code provides that a court may not consider certain facts (e.g., a debtor’s prepetition history of making timely payments to a utility) in making a determination of whether a utility has received adequate assurance of payment.

14. While section 366(c) clarifies what does and does not constitute “assurance of payment” and what can be considered in determining whether such assurance is adequate, Congress, in enacting that section, did not divest the Court of its power to determine what *amount*, if any, is necessary to provide adequate assurance of payment to a utility company. Indeed, section 366(c) of the Bankruptcy Code not only fails to establish a minimum amount of adequate “assurance of payment,” but explicitly empowers the Court to determine the appropriate level of adequate assurance required in each case. *See* 11 U.S.C. § 366(c)(3)(A) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment . . .”).

15. Thus, there is nothing within section 366 of the Bankruptcy Code that prevents a court from ruling that, on the facts of the case before it, the amount required to adequately assure postpetition payment to a utility company is nominal, or even zero. Prior to the enactment of section 366(c) of the Bankruptcy Code, courts enjoyed precisely the same discretion to make such rulings pursuant to section 366(b) of the Bankruptcy Code, and frequently did so. *See Virginia Elec. & Power Co. v. Caldor, Inc.-N.Y.*, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly, we agree with the appellees that a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”).

16. Moreover, Congress has not changed the requirement that the assurance of payment only be “adequate.” Courts construing section 366(b) of the Bankruptcy Code have long recognized that adequate assurance of payment does not constitute an absolute guarantee of the debtor’s ability to pay. *See, e.g., In re Caldor, Inc.-N.Y.*, 199 B.R. 1, 3 (S.D.N.Y. 1996)

(holding that section 366(b) requires a bankruptcy court “to determine whether the circumstances are sufficient to provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment’”) (citation omitted), *aff’d sub nom. Virginia Elec. & Power Co. v. Caldor, Inc.- N.Y.*, 117 F.3d 646 (2d Cir. 1997); *Steinebach v. Tucson Elec. Power Co (In re Steinebach)*, No. 4-02-04876-EWH, 2004 WL 51616, at \*5 (Bankr. D. Ariz. Jan. 2, 2004) (“Adequate assurance of payment is not, however, absolute assurance . . . . all § 366(b) requires is that a utility be protected from an unreasonable risk of non-payment”); *In re Adelphia Bus. Solutions., Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (same); *In re Penn Jersey Corp.*, 72 B.R. 981, 982 (Bankr. E.D. Pa. 1987) (stating that section 366(b) of Bankruptcy Code “contemplates that a utility receive only such assurance of payment as is sufficient to protect its interests given the facts of the debtor’s financial circumstances”).<sup>4</sup> Therefore, despite its language allowing a utility to take adverse action against the debtor should the debtor fail to provide adequate assurance of postpetition payment “satisfactory to the utility,” section 366 of the Bankruptcy Code does not require that the assurance provided be “satisfactory” once a party seeks to have the Court determine the amount of assurance that is “adequate.” Accordingly, demands by a utility provider for a guarantee of further payment should be refused when the debtor’s specific circumstances already afford adequate assurance of payment.

17. Far from offering the Utility Companies nominal (or even no) additional assurance of payment, the Debtors propose to provide the Utility Companies with significant cash deposits if requested. When complemented by the Debtors’ ability to pay, such assurance of payment significantly alleviates — if not eliminates — any honest concern of non-payment on

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<sup>4</sup> Courts have recognized that “[i]n deciding what constitutes ‘adequate assurance’ in a given case, a bankruptcy court must ‘focus upon the need of the utility for assurance, and . . . require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.’” *Caldor*, 117 F.3d at 650 (emphasis in original) (quoting *Penn Jersey*, 72 B.R. at 985).



the part of the Utility Companies, and is thus clearly “adequate” within the ambit of section 366 of the Bankruptcy Code.

18. Courts in other large chapter 11 cases in this jurisdiction have granted the same or similar relief. *See, e.g., In re Great Atl. & Pac. Tea Co.*, Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. Jan. 12, 2011), *aff'd by In re Great Atl. & Pac. Tea Co.*, Case No. 11-CV-1338, 2011 U.S. Dist. LEXIS 131621 (S.D.N.Y. Nov. 14, 2011); *In re InSight Health Servs. Holdings Corp.*, Case No. 10-16564 (AJG) (Bankr. S.D.N.Y. Jan. 4, 2011); *In re Blockbuster, Inc.*, Case No. 10-14997 (BRL) (Bankr. S.D.N.Y. Oct. 20, 2010); *In re St. Vincent's Catholic Med. Ctrs. of N.Y.*, Case No. 10-11963 (CGM) (Bankr. S.D.N.Y. June 11, 2010); *In re NR Liquidation III Co. (f/k/a Neff Corp.)*, Case No. 10-12610 (SCC) (Bankr. S.D.N.Y. June 8, 2010); *In re ION Media Networks, Inc.*, Case No. 09-13125 (JMP) (Bankr. S.D.N.Y. June 25, 2009); *In re U.S. Energy Biogas Corp.*, Case No. 06-12827 (RDD) (Bankr. S.D.N.Y. Dec. 1, 2006); *In re Calpine Corp.*, No. 05-60200 (BRL) (Bankr. S.D.N.Y. Jan. 25, 2006); *In re Musicland Holding Corp.*, No. 06-10064 (SMB) (Bankr. S.D.N.Y. Jan. 17, 2006); *In re Delphi Corp.*, No. 05-44481 (RDD) (Bankr. S.D.N.Y. Oct. 14, 2005); *In re Delta Air Lines, Inc.*, No. 05-17923 (PCB) (Bankr. S.D.N.Y. Sept. 16, 2005); *In re Tower Auto., Inc.*, No. 05-10578 (ALG) (Bankr. S.D.N.Y. Feb. 3, 2005); *In re Loral Space & Commc'ns Ltd.*, No. 03-41710 (RDD) (Bankr. S.D.N.Y. July 16, 2003).

19. Bankruptcy Rule 6003 authorizes a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons set forth in the above Motion, it is essential that the Utility Companies continue to provide Utility Services to the Debtors in the ordinary course of business. Thus, the Debtors meet the “immediate and irreparable harm” standard of Bankruptcy Rule 6003.

**VI. Notice**

20. Notice of this Motion has been provided to: (a) the office of the United States Trustee for the Southern District of New York; (b) counsel to proposed DIP lender (c) the creditors holding the thirty (30) largest unsecured claims against the Debtors' estates on a consolidated basis, as identified in the Debtors' chapter 11 petitions; (d) the Utility Companies; and (e) all parties that have filed a notice of appearance or have requested service in these chapter 11 cases. In light of the nature of the relief requested herein and the potential harm to the Debtors' estates if the relief requested herein is not granted, the Debtors respectfully submit that no other or further notice need be provided.

**VII. No Prior Request**

21. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court (a) enter an order, substantially in the form of the Proposed Order, granting the relief requested herein, and (b) grant to the Debtors such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
January 21, 2013

Respectfully submitted,

*/s/ Peter S. Partee, Sr.* \_\_\_\_\_

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*Proposed Attorneys for Debtors and  
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**EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	}	Chapter 11
ATARI, INC., <i>et al.</i> ,	}	Case No. 13-10176 (___)
Debtors. <sup>1</sup>	}	Joint Administration Requested

**ORDER (I) PROHIBITING UTILITY COMPANIES FROM  
ALTERING, REFUSING OR DISCONTINUING SERVICES TO,  
OR DISCRIMINATING AGAINST, THE DEBTORS ON ACCOUNT OF  
PREPETITION INVOICES; AND (II) DETERMINING THAT THE UTILITY  
COMPANIES ARE ADEQUATELY ASSURED OF POSTPETITION PAYMENT**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) for entry of an order (this “Order”), pursuant to sections 105(a) and 366 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”), (i) prohibiting utility companies from altering, refusing or discontinuing services to, or discriminating against, the Debtors on account of prepetition invoices; and (ii) determining that the utility companies are adequately assured of postpetition payment; and the Court having held a hearing on January \_\_, 2013 (the “Hearing”) on approval of the relief requested in the Motion and having considered the arguments of counsel made, and the evidence submitted, proffered or adduced at the Hearing; and the Court finding that: (a) it has jurisdiction to consider the Motion pursuant to 28 U.S.C. § 1334; (b) venue of the chapter 11 cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (d) proper and adequate notice of the Motion and the Hearing has been given and that no other or further notice is necessary; and (e) the relief requested in the Motion is the best interests of the Debtors,

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

<sup>2</sup> Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Motion.

their estates, their creditors and other parties in interest; and the Court having determined that the factual and legal bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein,

**IT IS HEREBY ORDERED THAT:**

1. The Motion shall be, and hereby is, **GRANTED** as set forth herein.
2. The Utility Companies shall be, and hereby are, forbidden to alter, refuse or discontinue service, or to discriminate against the Debtors, on account of any unpaid prepetition charges, or require additional adequate assurance of payment other than the Adequate Assurance Deposits.
3. Any Utility Company that provides a written request to the Debtors within thirty (30) days after the date of entry of this Order, and then accepts, an Adequate Assurance Deposit, which the Debtors shall tender within five (5) days of a timely request therefore, shall be, and hereby is, (i) deemed to have stipulated that the Adequate Assurance Deposit constitutes adequate assurance of postpetition payment to such Utility Company and (ii) deemed to have waived any right to seek additional adequate assurance during the pendency of the Debtors' chapter 11 cases. Utility Companies shall serve written requests for Adequate Assurance Deposits upon the Debtors at the following addresses: (a) Atari, Inc., Attn: Robert Mattes, CFO, 475 Park Avenue South, Twelfth Floor, New York, New York 10016; and (b) counsel to the Debtors, Attn: Peter S. Partee, Sr., Esq., Hunton & Williams LLP, 200 Park Avenue, 53rd Floor, New York, New York 10166.
4. Any Utility Company listed on **Exhibit B** to the Motion that does not request an Adequate Assurance Deposit in writing within thirty (30) days after entry of this Order shall be,

and hereby is, deemed to have received “adequate assurances” within the meaning of section 366(c) of the Bankruptcy Code.

5. The Debtors shall be, and hereby are, authorized, in their sole discretion, to amend the Utilities List to add or delete any Utility Company, and this Order shall apply to and be binding upon any such Utility Company that is subsequently added to the Utilities List.

6. Any Utility Company subsequently added to the Utilities List shall be entitled to request in writing within fourteen (14) days from the date of service of a notice that such Utility Company has been added to the Utilities List, together with a copy of the Motion and this Order, that the Debtors provide to such Utility Company an Adequate Assurance Deposit, and any such Utility Company shall be, and hereby is, deemed to have adequate assurance pending resolution of such request and following receipt of an Adequate Assurance Deposit. Further to the extent that any such Utility Company does not timely request in writing on Adequate Assurance Deposit, such Utility Company shall be, and hereby is, deemed to have received “adequate assurance” within the meaning of section 366(c) of the Bankruptcy Code.

7. The Debtors shall be, and hereby are, authorized and empowered to take all actions necessary to implement the relief granted in this Order.

8. The Debtors shall be, and hereby are, directed serve a copy of this Order on each Utility Company listed on the Utilities List within two (2) business days of the date this Order is entered, and shall be, and hereby are, directed to similarly serve this Order on each Utility Company subsequently added by the Debtors to the Utilities List.

9. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: New York, New York  
January \_\_, 2013

\_\_\_\_\_  
THE HONORABLE \_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**LIST OF UTILITY COMPANIES**



<b>Utility Company</b>	<b>Address</b>	<b>Type of Service</b>	<b>Average Monthly Cost</b>
CENTURYLINK QCC	P.O. Box 52187, Phoenix, AZ 85072-2187	Internet/T1 Line	\$2,764
Cogent Communications, Inc.	P.O. Box 791087, Baltimore, MD 21279-1087	Internet/Backup Data	\$900
Fibermedia Group, LLC	200B Meadowlands Parkway, Secaucus, NJ 07094	Collocation facility/Servers	\$3,117
Hudson Fiber Network	12 North State Route 17, Suite 520, Paramus, NJ 07652	Internet	\$2,247
McGraw Communications	P.O. Box 36204, Newark, NJ 07188-0001	Telecommunications	\$1,394
Rackspace Managed Hosting	P.O. Box 730759 Dallas, TX 75373-0759	Servers	\$40,000
Symantec Corp.	P.O. Box 742345 Los Angeles, CA 90074-2345	Computer Software Services	\$327
Telepacific Communications	P.O. Box 526015 Sacramento, CA 95852-6015	Telecommunications	\$506
Verizon Wireless	P.O. Box 660108 Dallas, TX 75266-0108	Mobile Telephones	\$2,474
EXTOL International, Inc.	529 Terry Reiley Way P.O. Box 1010 Pottsville, PA 17901-7010	Electronic Data Interchange	\$1,854
Cryptic Studios, Inc.	980 University Avenue Los Gatos, CA 95032	Computer Servers	\$3,860
Fluik Entertainment, Inc.	501 Buchanan Road Edmonton, Alberta	Computer Servers	\$268
Joyent Inc.	One Embarcadero Center Suite 900 San Francisco, CA 94111	Collocation facility/Servers	\$10,271
Amazon Web Services	P.O. Box 81226 Seattle, WA 98108-1226	Collocation facility/Servers	\$1,800
Stackmob	541 Eight Street San Francisco, CA 94103	Computer Software Services	\$3,192
New Relic, Inc.	101 Second Street 15 <sup>th</sup> Floor San Francisco, CA 94105	Computer Software Services	\$400
Edgecast Networks, Inc.	2850 Ocean Park Blvd Suite 110 Santa Monica, CA 90405	Internet	\$2,728