

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Take-Two Interactive Software, Inc.		07/03/2007	CORPORATION:
Jack of All Games, Inc.		07/03/2007	CORPORATION:
2K Games, Inc.		07/03/2007	CORPORATION:
2KSports, Inc.		07/03/2007	CORPORATION:
Firaxis Games, Inc.		07/03/2007	CORPORATION:
Frog City Software, Inc.		07/03/2007	CORPORATION:
Global Star Software, Inc.		07/03/2007	CORPORATION:
Indie Built, Inc.		07/03/2007	CORPORATION:
Inventory Management Systems, Inc.		07/03/2007	CORPORATION:
Kush Games, Inc.		07/03/2007	CORPORATION:
Take-Two Licensing, Inc.		07/03/2007	CORPORATION:
Talonsoft, Inc.		07/03/2007	CORPORATION:
Visual Concepts Entertainment		07/03/2007	COMPANY:
VLM Entertainment Group, Inc.		07/03/2007	CORPORATION:
Angel Studios, Inc.		07/03/2007	CORPORATION:
Irrational Studios LLC		07/03/2007	LIMITED LIABILITY COMPANY:
Rockstar Games, Inc.		07/03/2007	CORPORATION:
Cat Daddy Games, L.L.C.		07/03/2007	LIMITED LIABILITY COMPANY:
Freedom Force Properties LLC		07/03/2007	LIMITED LIABILITY COMPANY:
Irrational Games LLC		07/03/2007	LIMITED LIABILITY COMPANY:
Irrational Games Development LLC		07/03/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	One Boston Place

CH \$4590.00 78626687

Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 183

Property Type	Number	Word Mark
Serial Number:	78626687	2K
Registration Number:	3139226	2K
Registration Number:	3168810	2K GAMES
Serial Number:	78557233	2K GAMES
Serial Number:	78557248	2K SPORTS
Serial Number:	78743648	2K5
Serial Number:	78743697	2K5
Serial Number:	78743664	2K6
Serial Number:	78533962	2KGAMES
Serial Number:	78503959	2KSPORTS
Registration Number:	1556976	ACCESS SOFTWARE INCORPORATED
Registration Number:	2485415	AIRPORT TYCOON
Registration Number:	3077948	AMERICAN CIVIL WAR
Registration Number:	2570448	AMPED
Serial Number:	78751500	AMPED 3
Registration Number:	2380514	ARMY MEN
Registration Number:	2339736	ARMY MEN
Registration Number:	2511288	ARMY MEN AIR ATTACK
Registration Number:	3220747	BASEBURNER
Registration Number:	3082257	BEATERATOR
Serial Number:	77039517	BEATERATOR
Serial Number:	77039601	BEATERATOR
Serial Number:	77039608	BEATERATOR
Serial Number:	77039618	BEATERATOR IS COMING
Serial Number:	78712506	BIGS
Serial Number:	78712520	BIGS
Serial Number:	78712514	BIGS

Serial Number:	78712522	BIGS
Serial Number:	78755027	BIOSHOCK
Serial Number:	78912277	BULLWORTH ACADEMY CANIS CANEM EDIT
Serial Number:	78964628	BULLY
Serial Number:	78539774	BULLY
Registration Number:	2279797	CIV
Serial Number:	78627670	CIV CITY
Registration Number:	2296497	CIV II
Registration Number:	2290884	CIV II FANTASTIC WORLDS
Serial Number:	78853253	CIV IV
Serial Number:	78853232	CIV IV
Registration Number:	1729552	CIVILIZATION
Registration Number:	3241619	CIVILIZATION IV
Serial Number:	77141773	CIVILIZATION IV BEYOND THE SWORD
Serial Number:	77142138	CIVILIZATION IV WARLORDS
Registration Number:	3009264	CONFLICT DESERT STORM II: BACK TO BAGHDAD
Serial Number:	78699148	FIRST PERSON FOOTBALL
Registration Number:	3216244	FIST ALPHA
Registration Number:	2687024	FREEDOM FORCE
Serial Number:	78698432	FULL AUTHORITY
Registration Number:	3093561	GATHERING
Registration Number:	3218488	GATHERING
Registration Number:	2470068	GATHERING OF DEVELOPERS
Registration Number:	2430283	GATHERING OF DEVELOPERS
Registration Number:	2186820	GEARBOX
Registration Number:	2517907	GENERAL PLASTRO
Registration Number:	3057066	GLOBAL STAR SOFTWARE
Serial Number:	78762161	GLOBAL STAR SUDOKU FEVER
Registration Number:	2944363	GOTHAM GAMES
Serial Number:	78396077	GRAND THEFT AUTO
Registration Number:	2148765	GRAND THEFT AUTO
Registration Number:	2755932	GRAND THEFT AUTO III
Registration Number:	2909548	GRAND THEFT AUTO VICE CITY
Registration Number:	2993273	GRAND THEFT AUTO: SAN ANDREAS
Serial Number:	78342305	GRAND THEFT AUTO: SIN CITY

Serial Number:	78343980	GRAND THEFT AUTO: TOKYO
Registration Number:	3073083	GS GLOBAL STAR SOFTWARE
Registration Number:	3033531	GS GLOBAL STAR SOFTWARE
Serial Number:	77144006	GTA
Serial Number:	78342261	GTA: SIN CITY
Serial Number:	78343982	GTA: TOKYO
Serial Number:	78341879	GTA5
Serial Number:	78341882	GTA6
Registration Number:	2465225	HIDDEN & DANGEROUS
Serial Number:	78698490	INTENSE CONTACT CONTROLS
Serial Number:	78699270	ISOMOTION 2
Registration Number:	3222180	JACK OF ALL GAMES
Registration Number:	2587866	JACK OF ALL GAMES
Registration Number:	2591046	JACK OF ALL GAMES
Serial Number:	78427711	JAZZ
Registration Number:	2860469	JOYTECH USA
Serial Number:	76640721	L.A. NOIR
Registration Number:	1528437	LEADER BOARD
Registration Number:	2800098	LIBERTY CITY, USA.
Registration Number:	2802106	LIBERTY CITY, USA. THE WORST PLACE IN AMERICA.
Registration Number:	2394733	LINKS
Registration Number:	2489902	LINKS EXTREME
Serial Number:	78698514	LIVE SCOUTING
Registration Number:	2960779	LUXURY LINER TYCOON
Registration Number:	2564683	MALL TYCOON
Registration Number:	3064101	MANHUNT
Registration Number:	2967478	MAX PAYNE
Registration Number:	2679975	MAX PAYNE
Serial Number:	78684724	MAX PAYNE
Registration Number:	2523857	MAX-FX TECHNOLOGY
Serial Number:	78699078	MAXIMUM FIELDING
Serial Number:	78773432	MAXIMUM GOALTENDING
Serial Number:	78698676	MAXIMUM PASSING
Serial Number:	78430889	MAXIMUM RESCUE
Serial Number:	78699086	MAXIMUM SLIDING

Serial Number:	78430524	MAXIMUM STRATEGY
Serial Number:	78698645	MAXIMUM TACKLE
Serial Number:	78428910	MAXIMUM UNDERWORLD
Registration Number:	2962851	MIDNIGHT CLUB
Registration Number:	3092859	MIDNIGHT CLUB 3
Registration Number:	2189992	MYTH, THE FALLEN LORDS
Registration Number:	2574580	OIL TYCOON
Serial Number:	78699061	ON COMMAND BASERUNNING
Registration Number:	2476204	ONI
Serial Number:	78830250	PAYOFF PITCHING
Registration Number:	3241842	POPTOP SOFTWARE
Registration Number:	3211446	POPTOP SOFTWARE
Registration Number:	2750888	PORTAL RUNNER
Serial Number:	78699131	POWER PITCHING
Serial Number:	78699173	PRO CONTROL
Registration Number:	2391635	R
Serial Number:	77173249	R
Serial Number:	77011695	R
Registration Number:	2855543	R ROCKSTAR GAMES
Registration Number:	2398403	RAILROAD TYCOON
Registration Number:	2341042	RAILROAD TYCOON II
Registration Number:	3036636	RED DEAD REVOLVER
Registration Number:	3230782	RENEGADE PAINTBALL
Serial Number:	78763899	REV'D
Serial Number:	78763910	REV'D STREETS OF DESTRUCTION
Serial Number:	78763882	REVVED
Serial Number:	78763890	REVVED STREETS OF DESTRUCTION
Registration Number:	3195759	RHYMERATOR
Registration Number:	2590724	RISING SUN
Serial Number:	78531513	ROCKET SCIENCE GAMES
Serial Number:	77142681	ROCKSTAR
Serial Number:	78836985	ROCKSTAR PRESENTS TABLE TENNIS
Serial Number:	78347937	ROCKSTAR FILMS
Registration Number:	2456387	ROCKSTAR GAMES
Serial Number:	77011293	ROCKSTAR GAMES

Serial Number:	78836966	ROCKSTAR GAMES PRESENTS TABLE TENNIS
Serial Number:	78886446	ROCKSTAR WAREHOUSE
Serial Number:	78515051	SAFARI ADVENTURES
Registration Number:	2476738	SARGE'S HEROES
Registration Number:	3091214	SCALER
Serial Number:	76461082	SCHOOL TYCOON
Serial Number:	78835483	SHATTERED UNION
Registration Number:	3211877	SHATTERED UNION
Serial Number:	78835492	SHATTERED UNION
Serial Number:	78699197	SHOT STICK
Registration Number:	1784913	SID MEIER'S CIVILIZATION
Registration Number:	1743313	SID MEIER'S RAILROAD TYCOON
Serial Number:	78530849	SNOW
Serial Number:	78715850	SNOWBOX
Registration Number:	2377054	SPEC OPS
Serial Number:	78720306	SUNDAY DRIVER
Serial Number:	78720301	SUNDAY DRIVER
Serial Number:	78720295	SUNDAY DRIVER
Serial Number:	78720333	SUNDAY DRIVER
Serial Number:	78759371	SWING STICK
Registration Number:	3075174	T2 TAKE TWO
Registration Number:	3147137	T2 TAKE TWO INTERACTIVE
Serial Number:	76588921	TAKE2
Registration Number:	2280508	TALONSOFT'S EAST FRONT
Registration Number:	2465224	TALONSOFT'S WEST FRONT
Serial Number:	78698377	THE ASSOCIATION
Serial Number:	78931843	THE BIGS
Serial Number:	78931851	THE BIGS
Serial Number:	78931857	THE BIGS
Serial Number:	78698575	THE CRIB
Serial Number:	78161641	TOP SPIN
Serial Number:	78751491	TOP SPIN 2
Serial Number:	78861943	TOP SPIN 2
Registration Number:	2576522	TROPICO
Registration Number:	2638310	TZAR

Serial Number:	78698550	V.I.P. SYSTEM
Registration Number:	2931499	VEGAS TYCOON
Serial Number:	78842362	VICE CITY STORIES
Serial Number:	78842326	VICE CITY STORIES
Serial Number:	78842346	VICE CITY STORIES
Registration Number:	2566033	VIKKI GRIMM
Registration Number:	2900040	WINFAST
Registration Number:	3177795	WINGS OF WAR
Registration Number:	1536516	WORLD CLASS LEADERBOARD
Serial Number:	77174055	X-COM
Registration Number:	1986939	X-COM
Registration Number:	2258539	X-COM APOCALYPSE
Registration Number:	2358309	X-COM INTERCEPTOR
Registration Number:	2058007	XCOM TERROR FROM THE DEEP
Registration Number:	1979573	X-COM UFO DEFENSE
Registration Number:	3222179	JG JACK OF ALL GAMES

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2198
 Email: jason.marin@srz.com
 Correspondent Name: Jason S. Marin
 Address Line 1: 919 Third Avenue
 Address Line 2: 19th Floor
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0139
NAME OF SUBMITTER:	Jason S. Marin (025983.0139)
Signature:	/kc for jsm/
Date:	07/13/2007

Total Attachments: 29

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of July, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 3, 2007 (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Take-Two Interactive Software, Inc., a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof as Borrowers (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), each of Parent's Subsidiaries identified on the signature pages thereof as Guarantors (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly and severally, as "Guarantors"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of July 3, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent to unilaterally modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product

Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: Lainie Goldstein
Name: Lainie Goldstein
Title: CFO

JACK OF ALL GAMES, INC.

By: Lainie Goldstein
Name: Lainie Goldstein
Title: CFO

**2K GAMES, INC.
2KSPORTS, INC.
FIRAXIS GAMES, INC.
FROG CITY SOFTWARE, INC.
GLOBAL STAR SOFTWARE, INC.
INDIE BUILT, INC.
INVENTORY MANAGEMENT SYSTEMS, INC.
KUSH GAMES, INC.
TAKE-TWO LICENSING, INC.
TALONSOFT, INC.
VISUAL CONCEPTS ENTERTAINMENT
VLM ENTERTAINMENT GROUP, INC.**

By: Lainie Goldstein
Name: Lainie Goldstein
Title: CFO

ANGEL STUDIOS, INC.
IRRATIONAL STUDIOS LLC
ROCKSTAR GAMES, INC.

By: Lainie Goldstein
Name: Lainie Goldstein
Title: _____

CAT DADDY GAMES, L.L.C.

By: Take-Two Interactive Software, Inc., its sole member

By: Lainie Goldstein
Name: Lainie Goldstein
Title: _____


FREEDOM FORCE PROPERTIES LLC
IRRATIONAL GAMES LLC
IRRATIONAL GAMES DEVELOPMENT
LLC

By: Irrational Studios LLC, its sole member

By: Lainie Goldstein
Name: Lainie Goldstein
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: 
Name: ERIK R. STURTEVANT
Title: SVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Take-Two Interactive Software, Inc.	Argentina	AMPED	2,350,203	8/23/2001
			1,901,960	11/28/2002
Take-Two Interactive Software, Inc.	Argentina	LINKS EXTREME	2,247,535	10/20/1999
			1,821,990	3/15/2001
Take-Two Interactive Software, Inc.	Argentina	TOP SPIN	2,390,696	9/18/2002
Take-Two Interactive Software, Inc.	Argentina	VGA	2,285,673	5/10/2000
			1,848,247	10/22/2001
Take-Two Interactive Software, Inc.	Argentina	VGA VIRTUAL GOLF ASSOCIATION	2,285,675 1,848,248	5/10/2000 10/22/2001
Take-Two Interactive Software, Inc.	Australia	AMPED	886,160	8/17/2001
			7,634,000	6/12/2003
Take-Two Interactive Software, Inc.	Australia	FREEDOM FORCE	863617	1/22/2001
			863617	1/22/2001
Take-Two Interactive Software, Inc.	Australia	L.A. NOIRE	1067469	7/29/2005
			1067469	7/29/2005
Take-Two Interactive Software, Inc.	Australia	LINKS EXTREME	810,579	10/15/1999
			810,579	3/5/2001
Take-Two Interactive Software, Inc.	Australia	MANHUNT	1055491	5/16/2005
			1055491	5/16/2005
Take-Two Interactive Software, Inc.	Australia	TOP SPIN	926,561	9/11/2002
			926,561	5/29/2003
Take-Two Interactive Software, Inc.	Australia	VGA VIRTUAL GOLF ASSOCIATION	834,660	5/10/2000
			834,660	9/29/2000
Take-Two Interactive Software, Inc.	Benelux	X-COM APOCALYPSE	897450	7/14/1997
			606900	7/14/1997

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Take-Two Interactive Software, Inc.	Brazil	AMPED	823797856	8/23/2001
Take-Two Interactive Software, Inc.	Brazil	CIV	820242888 820242888	9/10/1997 9/10/1997
Take-Two Interactive Software, Inc.	Brazil	CIVILIZATION	820242870 820242870	9/10/1997 11/1/2005
Take-Two Interactive Software, Inc.	Brazil	CIVILIZATION	820242853 820242853	9/10/1997 9/10/1997
Take-Two Interactive Software, Inc.	Brazil	CIVILIZATION	820242861 820242861	9/10/1997 1/10/2006
Take-Two Interactive Software, Inc.	Brazil	LINKS EXTREME	822,120,780	10/9/1999
Take-Two Interactive Software, Inc.	Brazil	TOP SPIN	824,936,035	9/12/2002
Take-Two Interactive Software, Inc.	Brazil	TOP SPIN	824,936,043	9/12/2002
Take-Two Interactive Software, Inc.	Canada	AMPED	1,113,340 600,708	8/20/2001 1/27/2004
Take-Two Interactive Software, Inc.	Canada	CIV	085375600 550,733	8/18/1997 9/13/2001
Take-Two Interactive Software, Inc.	Canada	CIVILIZATION	0854007400 554,486	8/20/1997 11/27/2001
Take-Two Interactive Software, Inc.	Canada	FREEDOM FORCE	1,090,043	1/19/2001
Take-Two Interactive Software, Inc.	Canada	L.A. NOIRE	1271948	9/14/2005
Take-Two Interactive Software, Inc.	Canada	LINKS	1,068,913 594,174	9/15/2000 11/6/2003
Take-Two Interactive Software, Inc.	Canada	LINKS EXTREME	1,032,499 583,664	10/15/1999 6/12/2003

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Take-Two Interactive Software, Inc.	Canada	TOP SPIN	1,152,370 TMA646,644	9/11/2002 10/4/2005
Take-Two Interactive Software, Inc.	Canada	VGA	1,058,316 582,073	5/10/2000 5/22/2003
Take-Two Interactive Software, Inc.	Canada	VICE CITY	1171948 TMA662,806	3/21/2003 4/19/2006
Take-Two Interactive Software, Inc.	China	L.A. NOIRE	889048 889048	10/6/2005 10/6/2005
Take-Two Interactive Software, Inc.	China	VGA	2000062291 1744844	5/10/2000 4/7/2002
Take-Two Interactive Software, Inc.	China	VGA VIRTUAL GOLF ASSOCIATION	2,000,062,290 1634486	5/10/2000 9/14/2001
Take-Two Interactive Software, Inc.	China	VGA VIRTUAL GOLF ASSOCIATION	2,000,062,292 1774201	5/10/2000 5/21/2005
Take-Two Interactive Software, Inc.	Colombia	VGA	33,565 13,893	5/10/2000 5/22/2003
Take-Two Interactive Software, Inc.	Colombia	VGA	33,568 276,123	5/10/2000 7/2/2003
Take-Two Interactive Software, Inc.	Colombia	VGA VIRTUAL GOLF ASSOCIATION	33,567 276,119	5/10/2000 276,119
Take-Two Interactive Software, Inc.	Colombia	VGA VIRTUAL GOLF ASSOCIATION	33,566 20,666	5/10/2000 7/28/2003
Take-Two Interactive Software, Inc.	European Union	2K DESIGN	004486627	6/1/2005
Take-Two Interactive Software, Inc.	European Union	2K GAMES AND DESIGN	004299087	2/21/2005
Take-Two Interactive Software, Inc.	European Union	2K SPORTS AND DESIGN	004299103	2/21/2005
Take-Two Interactive Software, Inc.	European Union	2KSPORTS	004299095	2/21/2005

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Take-Two Interactive Software, Inc.	European Union	A TAKE 2 COMPANY	003556198 003556198	12/16/2003 5/20/2005
Take-Two Interactive Software, Inc.	European Union	AMPED	2342996 2342996	8/17/2001 12/10/2002
Take-Two Interactive Software, Inc.	European Union	AMPED	2342996 2342996	8/17/2001 12/10/2002
Take-Two Interactive Software, Inc.	European Union	BULLY	004237186	1/1/2005
Take-Two Interactive Software, Inc.	European Union	CANIS CANEM EDIT	005287982	8/31/2006
Take-Two Interactive Software, Inc.	European Union	CIV	000600254 000600254	8/13/1997 2/15/1999
Take-Two Interactive Software, Inc.	European Union	CIVILIZATION	546754 546754	5/27/1997 4/22/1999
Take-Two Interactive Software, Inc.	European Union	DUTY AND HONOUR	003391224 003391224	10/13/2003 11/16/2004
Take-Two Interactive Software, Inc.	European Union	FREEDOM FORCE	002048924 002048924	1/19/2001 3/22/2002
Take-Two Interactive Software, Inc.	European Union	GATHERING (NEW DEVICE)	003019296 003019296	1/23/2003 1/23/2003
Take-Two Interactive Software, Inc.	European Union	GOTHAM GAMES	002696680 002696680	5/14/2002 8/5/2003
Take-Two Interactive Software, Inc.	European Union	GRAND THEFT AUTO	000372268 000372268	9/6/1996 3/23/1999
Take-Two Interactive Software, Inc.	European Union	GS GLOBAL STAR SOFTWARE AND DESIGN	003556164 003556164	11/26/2003 4/27/2005
Take-Two Interactive Software, Inc.	European Union	GTA	001154764	5/28/1999 7/10/2000
Take-Two Interactive Software, Inc.	European Union	JACK OF ALL GAMES AND DESIGN	1086289 1086289	2/23/1999 5/24/2000

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Take-Two Interactive Software, Inc.	European Union	L.A. NOIRE	000889048	10/6/2005
Take-Two Interactive Software, Inc.	European Union	LINKS	1068913 1126192	4/1/1999 4/17/2000
Take-Two Interactive Software, Inc.	European Union	LINKS EXTREME	1,347,335 1,347,335	10/15/1999 11/28/2000
Take-Two Interactive Software, Inc.	European Union	MAX PAYNE	001606417 001606417	4/12/2000 5/7/2001
Take-Two Interactive Software, Inc.	European Union	TOP SPIN	2855781 002855781	9/11/2002 9/14/2004
Take-Two Interactive Software, Inc.	European Union	TROPICO	001377290 001377290	11/10/1999 1/22/2001
Take-Two Interactive Software, Inc.	European Union	VGA	1,647,577 1,647,577	5/10/2000 5/19/2001
Take-Two Interactive Software, Inc.	European Union	VGA VIRTUAL GOLF ASSOCIATION	1,649,094 1,649,094	5/10/2000 5/19/2001
Take-Two Interactive Software, Inc.	European Union	X-COM ALLIANCE	001122050 001122050	3/19/1999 6/20/2002
Take-Two Interactive Software, Inc.	Germany	CIV	39751880 39751880	10/30/1997 8/6/1998
Take-Two Interactive Software, Inc.	Germany	CIVILIZATION	39756604 39756604	11/16/1997 7/2/1998
Take-Two Interactive Software, Inc.	Hong Kong	TOP SPIN	144572002	9/13/2002
Take-Two Interactive Software, Inc.	Hong Kong	TOP SPIN	147352002	9/18/2002
Take-Two Interactive Software, Inc.	Japan	AMPED	2001-76,359 4,565,540	8/23/2001 4,565,540
Take-Two Interactive Software, Inc.	Japan	L.A. NOIRE	889048 889048	10/6/2005

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Take-Two Interactive Software, Inc.	Japan	LINKS EXTREME	11-93,232 4,425,326	10/15/1999 10/20/2000
Take-Two Interactive Software, Inc.	Japan	TOP SPIN	200277626 4865075	11/11/2002 5/20/2005
Take-Two Interactive Software, Inc.	Japan	VGA VIRTUAL GOLF ASSOCIATION	2004-86788 4855239	9/6/2004 4855239
Take-Two Interactive Software, Inc.	Korea (South)	AMPED	2001-36,821 550,177	8/22/2001 6/5/2003
Take-Two Interactive Software, Inc.	Korea (South)	L.A. NOIRE	889048	10/6/2005
Take-Two Interactive Software, Inc.	Korea (South)	TOP SPIN	4520023136 13594	9/11/2002 9/6/2005
Take-Two Interactive Software, Inc.	Korea (South)	VGA	2,300 4,560	5/10/2000 1/18/2002
Take-Two Interactive Software, Inc.	Mexico	AMPED	503,475 734,431	8/23/2001 2/13/2002
Take-Two Interactive Software, Inc.	Mexico	LINKS	370,036	4/5/1999
Take-Two Interactive Software, Inc.	Mexico	LINKS	370,035	4/5/1999
Take-Two Interactive Software, Inc.	Mexico	LINKS EXTREME	395,837 643,748	10/20/1999 2/25/2000
Take-Two Interactive Software, Inc.	Mexico	R (DESIGN)	450788 691113	10/3/2000 3/27/2001
Take-Two Interactive Software, Inc.	Mexico	TOP SPIN	569,105 768,765	10/3/2002 11/18/2002
Take-Two Interactive Software, Inc.	Mexico	TOP SPIN	569,106 794,230	10/3/2002 5/30/2003
Take-Two Interactive Software, Inc.	Mexico	VGA	424,615 687,478	5/10/2000 2/27/2001

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Take-Two Interactive Software, Inc.	Mexico	VGA	424,614 725,341	5/10/2000 11/30/2001
Take-Two Interactive Software, Inc.	Mexico	VGA	424,613 686,933	5/10/2000 2/22/2001
Take-Two Interactive Software, Inc.	Mexico	VGA	424,612 686,932	5/10/2000 2/22/2001
Take-Two Interactive Software, Inc.	Mexico	VGA	424,611	5/10/2000
Take-Two Interactive Software, Inc.	Mexico	VGA VIRTUAL GOLF ASSOCIATION	424,618 670,119	5/10/2000 8/30/2000
Take-Two Interactive Software, Inc.	Mexico	VGA VIRTUAL GOLF ASSOCIATION	424,619 667,228	5/10/2000 7/31/2000
Take-Two Interactive Software, Inc.	Mexico	VGA VIRTUAL GOLF ASSOCIATION	424,620 667,229	5/10/2000 11/10/2000
Take-Two Interactive Software, Inc.	Mexico	VGA VIRTUAL GOLF ASSOCIATION	424,617 687,479	5/10/2000 2/27/2001
Take-Two Interactive Software, Inc.	Mexico	VGA VIRTUAL GOLF ASSOCIATION	424,616 666,785	5/10/2000 7/28/2000
Take-Two Interactive Software, Inc.	New Zealand	L.A. NOIRE	735357	9/8/2005 3/15/2007
Take-Two Interactive Software, Inc.	New Zealand	MANHUNT	729760 729760	5/16/2005 11/17/2005
Take-Two Interactive Software, Inc.	New Zealand	MANHUNT	729565 729565	5/12/2005 5/12/2005
Take-Two Interactive Software, Inc.	New Zealand	TOP SPIN	664,660 664,660	9/11/2002 12/8/2003
Take-Two Interactive Software, Inc.	New Zealand	TOP SPIN	664,976 664,976	9/17/2002 12/8/2003
Take-Two Interactive Software, Inc.	New Zealand	VGA	614,176 614,176	5/10/2000 2/8/2001

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Take-Two Interactive Software, Inc.	New Zealand	VGA VIRTUAL GOLF ASSOCIATION	614,178 614,178	5/10/2000 5/10/2001
Take-Two Interactive Software, Inc.	New Zealand	VGA VIRTUAL GOLF ASSOCIATION	614,178 614,177	5/10/2000 5/10/2001
Take-Two Interactive Software, Inc.	Norway	TOP SPIN	8,451 218,713	9/12/2002 5/2/2003
Take-Two Interactive Software, Inc.	Russian Federation	L.A. NOIRE	889048 889048	10/6/2005 10/6/2005
Take-Two Interactive Software, Inc.	Singapore	TOP SPIN	T02/14,294Z T02/14,294Z	9/17/2002 9/17/2002
Take-Two Interactive Software, Inc.	Singapore	TOP SPIN	T02/13,993J T02/13,993J	9/11/2002 9/11/2002
Take-Two Interactive Software, Inc.	South Africa	VGA	8,931 8,931	5/10/2000 11/10/2003
Take-Two Interactive Software, Inc.	South Africa	VGA VIRTUAL GOLF ASSOCIATION	8,932 8,932	5/10/2000 10/27/2004
Take-Two Interactive Software, Inc.	South Africa	VGA VIRTUAL GOLF ASSOCIATION	8,933 8,933	5/10/2000 2/27/2004
Take-Two Interactive Software, Inc.	Switzerland	AMPED	8,2662001 492,702	8/22/2001 12/12/2001
Take-Two Interactive Software, Inc.	Switzerland	CANIS CANEM EDIT	57926/2006 551181	9/4/2006 10/31/2006
Take-Two Interactive Software, Inc.	Switzerland	TOP SPIN	50,122/2002 507,045	9/12/2002 1/28/2003
Take-Two Interactive Software, Inc.	Switzerland	VGA	5,639 480,158	5/10/2000 2/5/2001
Take-Two Interactive Software, Inc.	Switzerland	VGA VIRTUAL GOLF ASSOCIATION	5,638 478,882	5/10/2000 11/24/2000
Take-Two Interactive Software, Inc.	Taiwan	AMPED	90,034,880 1014873	8/22/2001 9/16/2002

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Take-Two Interactive Software, Inc.	Taiwan	TOP SPIN	91,041,731 01057457	10/3/2002 9/16/2003
Take-Two Interactive Software, Inc.	Taiwan	TOP SPIN	91,041,731 01057457	10/3/2002 9/16/2003
Take-Two Interactive Software, Inc.	Taiwan	TOP SPIN	91,038,352 00187724	9/12/2002 10/1/2003
Take-Two Interactive Software, Inc.	Taiwan	VGA	89,025,860 01014609	5/10/2000 9/16/2002
Take-Two Interactive Software, Inc.	Taiwan	VGA	89,025,861 00145184	5/10/2000 7/1/2001
Take-Two Interactive Software, Inc.	Taiwan	VGA VIRTUAL GOLF ASSOCIATION	89,025,862 146049	5/10/2000 7/16/2001
Take-Two Interactive Software, Inc.	Taiwan	VGA VIRTUAL GOLF ASSOCIATION	1,029,934 1029934	5/10/2000 1/16/2003
Take-Two Interactive Software, Inc.	United Kingdom	CIV	2142567 2142567	8/19/1997 6/11/1999
Take-Two Interactive Software, Inc.	United Kingdom	CIVILIZATION	2142566 2142566	8/19/1997 6/19/1998
Take-Two Interactive Software, Inc.	United Kingdom	X-COM	1586636 1586636	9/28/1994 12/15/1995
Take-Two Interactive Software, Inc.	United Kingdom	X-COM ALLIANCE	2193157 2193157	3/29/1999 4/20/2001
Take-Two Interactive Software, Inc.	United Kingdom	X-COM DEVICE	2018301	4/20/1995 4/20/1995
Take-Two Interactive Software, Inc.	United States of America	2K DESIGN	78/626,6887	5/10/2005
Take-Two Interactive Software, Inc.	United States of America	2K DESIGN	78/976,385 3,139,226	5/10/2005 9/5/2006
Take-Two Interactive Software, Inc.	United States of America	2K GAMES AND DESIGN	78/976,384 3,168,810	1/31/2005 11/7/2006

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Take-Two Interactive Software, Inc.	United States of America	2K GAMES AND DESIGN	78/557,233	1/31/2005
Take-Two Interactive Software, Inc.	United States of America	2K SPORTS AND DESIGN	78/557,248	1/31/2005
Take-Two Interactive Software, Inc.	United States of America	2K5	78/743,648	10/31/2005
Take-Two Interactive Software, Inc.	United States of America	2K5	78/743,697	10/31/2005
Take-Two Interactive Software, Inc.	United States of America	2K6	78/743,664	10/31/2005
Take-Two Interactive Software, Inc.	United States of America	2KGAMES	78/533,962	12/16/2004
Take-Two Interactive Software, Inc.	United States of America	2KSPORTS	78/503,959	10/21/2004
Take-Two Interactive Software, Inc.	United States of America	ACCESS SOFTWARE INCORPORATED	73/739,764 1,556,976	7/14/1988 9/19/1989
Take-Two Interactive Software, Inc.	United States of America	AIRPORT TYCOON	78/020,536 2,485,415	8/10/2000 9/4/2001
Take-Two Interactive Software, Inc.	United States of America	AMERICAN CIVIL WAR	78/532,427 3,077,948	12/14/2004 4/4/2006
Take-Two Interactive Software, Inc.	United States of America	AMPED	78/050,521 2,570,448	2/27/2001 5/14/2002
Take-Two Interactive Software, Inc.	United States of America	AMPED 3	78,751,5000	11/10/2005
Take-Two Interactive Software, Inc.	United States of America	ARMY MEN	75/578,611 2,380,514	10/28/1998 8/29/2000
Take-Two Interactive Software, Inc.	United States of America	ARMY MEN	75/444,961 2,339,736	3/5/1998 4/11/2000
Take-Two Interactive Software, Inc.	United States of America	ARMY MEN AIR ATTACK	75/898,118 2,511,288	1/19/2000 11/20/2001

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Take-Two Interactive Software, Inc.	United States of America	BASEBURNER	78/699,108 3,220,747	8/24/2005 3/20/2007
Take-Two Interactive Software, Inc.	United States of America	BEATERATOR	78/604,760 3,082,257	4/8/2005 4/18/2006
Take-Two Interactive Software, Inc.	United States of America	BEATERATOR	77/039,517	11/8/2006
Take-Two Interactive Software, Inc.	United States of America	BEATERATOR & DESIGN	77/039,601	11/8/2006
Take-Two Interactive Software, Inc.	United States of America	BEATERATOR AND DESIGN (COLOR)	77/039,608	11/8/2006
Take-Two Interactive Software, Inc.	United States of America	BEATERATOR IS COMING & DESIGN (COLORS)	77/039,618	11/8/2006
Take-Two Interactive Software, Inc.	United States of America	BIGS	78/712,506	9/14/2005
Take-Two Interactive Software, Inc.	United States of America	BIGS	78/712,520	9/14/2005
Take-Two Interactive Software, Inc.	United States of America	BIGS	78/712,514	9/14/2005
Take-Two Interactive Software, Inc.	United States of America	BIGS	78/712,522	9/14/2005
Take-Two Interactive Software, Inc.	United States of America	BIOSHOCK	78/755,027	11/16/2005
Take-Two Interactive Software, Inc.	United States of America	BULLWORTH ACADEMY CANIS CANEM EDIT & DESIGN	78/912,277	6/20/2006
Take-Two Interactive Software, Inc.	United States of America	BULLY	78/964,628	8/31/2006
Take-Two Interactive Software, Inc.	United States of America	BULLY	78/539,774	12/29/2004
Take-Two Interactive Software, Inc.	United States of America	CIV	75/292,474 2,279,797	5/15/1997 9/21/1999

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Take-Two Interactive Software, Inc.	United States of America	CIV CITY	78/627,670	5/11/2005
Take-Two Interactive Software, Inc.	United States of America	CIV II	75/292,388 2,296,497	5/15/1997 11/30/1999
Take-Two Interactive Software, Inc.	United States of America	CIV II FANTASTIC WORLDS	75/417,506 2,290,884	1/13/1998 11/9/1999
Take-Two Interactive Software, Inc.	United States of America	CIV IV	78/853,253	4/4/2006
Take-Two Interactive Software, Inc.	United States of America	CIV IV	78/853,232	4/4/2006
Take-Two Interactive Software, Inc.	United States of America	CIVILIZATION	74/166,752 1,729,552	5/15/1991 11/3/1992
Take-Two Interactive Software, Inc.	United States of America	CIVILIZATION IV	78/794,093 3,241,619	1/18/2006 5/15/2007
Take-Two Interactive Software, Inc.	United States of America	CIVILIZATION IV BEYOND THE SWORD	77/141,773	3/27/2007
Take-Two Interactive Software, Inc.	United States of America	CIVILIZATION IV WARLORDS	77/142,138	3/28/2007
Take-Two Interactive Software, Inc.	United States of America	CONFLICT DESERT STORM II: BACK TO BAGHDAD	76/977,711 3,009,264	2/25/2003 10/25/2005
Take-Two Interactive Software, Inc.	United States of America	FIRST PERSON FOOTBALL	78/699,148	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	FIST ALPHA	78/361,383 3,216,244	2/2/2004 3/6/2007
Take-Two Interactive Software, Inc.	United States of America	FREEDOM FORCE	75/983,003 2,687,024	11/29/2000 2/11/2003
Take-Two Interactive Software, Inc.	United States of America	FREEDOM FORCE	75/983,003 2,687,024	11/29/2000 2/11/2003
Take-Two Interactive Software, Inc.	United States of America	FULL AUTHORITY	78/698,432	8/23/2005

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Gathering of Developers, Inc.	United States of America	GATHERING DESIGN	76/492,045 3,093,561	2/25/2003 5/16/2006
Take-Two Interactive Software, Inc.	United States of America	GATHERING DESIGN	76/977,869 3,218,488	2/25/2003 3/13/2007
Take-Two Interactive Software, Inc.	United States of America	GATHERING OF DEVELOPERS	75/519,470 2,470,068	7/15/1998 7/17/2001
Take-Two Interactive Software, Inc.	United States of America	GATHERING OF DEVELOPERS	75/519,158 2,430,283	7/15/1998 2/20/2001
Take-Two Interactive Software, Inc.	United States of America	GEARBOX	75/257,321 2,186,820	3/14/1997 9/1/1998
Take-Two Interactive Software, Inc.	United States of America	GENERAL PLASTRO	75/584,140 2,517,907	11/6/1998 12/11/2001
Take-Two Interactive Software, Inc.	United States of America	GLOBAL STAR SOFTWARE LOGO	78/171,667 3,057,066	10/7/2002 2/7/2006
Take-Two Interactive Software, Inc.	United States of America	GLOBAL STAR SUDOKO FEVER	78/762,161	11/29/2005
Take-Two Interactive Software, Inc.	United States of America	GOTHAM GAMES	76/408,129 2,944,363	5/14/2002 4/26/2005
Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO	78/396,077	4/5/2004
Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO	75/166,185 2,148,765	9/16/1996 4/7/1998
Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO III	76/468,228 2,755,932	11/19/2002 8/26/2003
Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO VICE CITY	76/468,229 2,909,548	6/16/2003 12/14/2004
Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO: SAN ANDREAS	78/342,291 2,993,273	12/17/2003 9/6/2005
Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO: SIN CITY	78/342,305	12/17/2003

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Take-Two Interactive Software, Inc.	United States of America	GRAND THEFT AUTO: TOKYO	78/343,980	12/21/2003
Take-Two Interactive Software, Inc.	United States of America	GS GLOBAL STAR SOFTWARE	78/530,833 3,073,083	12/10/2004 3/28/2006
Take-Two Interactive Software, Inc.	United States of America	GS GLOBAL STAR SOFTWARE AND DESIGN	76/586,871 3,033,531	4/15/2004 12/27/2005
Take-Two Interactive Software, Inc.	United States of America	GTA	77/144,006	3/29/2007
Take-Two Interactive Software, Inc.	United States of America	GTA: SIN CITY	78/,342,261	12/17/2003
Take-Two Interactive Software, Inc.	United States of America	GTA: TOKYO	78/343,982	12/21/2003
Take-Two Interactive Software, Inc.	United States of America	GTA5	78/341,879	12/17/2003
Take-Two Interactive Software, Inc.	United States of America	GTA6	78/341,882	12/17/2003
Take-Two Interactive Software, Inc.	United States of America	HIDDEN & DANGEROUS	75/854,504 2,465,225	11/23/19999 7/3/2001
Take-Two Interactive Software, Inc.	United States of America	INTENSE CONTACT CONTROLS	78/698,490	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	ISOMOTION 2	78/,699,270	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	JACK OF ALL GAMES	78/841,462 3,222,180	3/20/2006 3/27/2007
Take-Two Interactive Software, Inc.	United States of America	JACK OF ALL GAMES	76/194,084 2,587,866	1/5/2001 7/2/2002
Take-Two Interactive Software, Inc.	United States of America	JACK OF ALL GAMES AND DESIGN	76/194,083 2,591,046	1/5/2001 7/9/2002
Take-Two Interactive Software, Inc.	United States of America	JAZZ	78/427,711	6/1/2004

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Take-Two Interactive Software, Inc.	United States of America	JG JACK OF ALL GAMES	78/841,460 3,22,179	3/20/2006 3/27/2007
Take-Two Interactive Software, Inc.	United States of America	JOYTECH USA	75/722,719 2,860,469	6/7/1999 7/6/2004
Take-Two Interactive Software, Inc.	United States of America	L.A. NOIR	76/640,721	6/13/2005
Take-Two Interactive Software, Inc.	United States of America	L.A. NOIRE	79/025,416	10/6/2005
Take-Two Interactive Software, Inc.	United States of America	LEADER BOARD	73/738,420 1,528,437	7/6/1988 3/7/1989
Take-Two Interactive Software, Inc.	United States of America	LIBERTY CITY, USA	76/489,699 2,800,098	2/14/2003 12/30/2003
Take-Two Interactive Software, Inc.	United States of America	LIBERTY CITY USA. THE WORST PLACE IN AMERICA	76/489,698 2,802,106	2/14/2003 1/6/2004
Take-Two Interactive Software, Inc.	United States of America	LINKS	75/563,650 2,394,733	10/1/1998 10/17/2000
Take-Two Interactive Software, Inc.	United States of America	LINKS EXTREME	75/691,293 2,489,902	4/21/1999 9/18/2001
Take-Two Interactive Software, Inc.	United States of America	LIVE SCOUTING	78/698,514	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	LIVE SCOUTING	78/698,514	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	LUXURY LINER TYCOON	78/188,853 2,960,778	11/26/2002 6/7/2005
Take-Two Interactive Software, Inc.	United States of America	MALL TYCOON	78/022,625 2,564,683	8/23/2000 4/23/2002
Take-Two Interactive Software, Inc.	United States of America	MANHUNT	76/523,018 3,064,101	6/16/2003 2/28/2006
Take-Two Interactive Software, Inc.	United States of America	MAX PAYNE	76/268,401 2,967,478	6/6/2001 7/12/2005

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Take-Two Interactive Software, Inc.	United States of America	MAX PAYNE	76/268,400 2,679,975	6/6/2001 1/28/2003
Take-Two Interactive Software, Inc.	United States of America	MAX PAYNE	78/684,724	8/3/2005
Take-Two Interactive Software, Inc.	United States of America	MAX-FX TECHNOLOGY	2,523,857	1/1/2002
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM FIELDING	78/699,078	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM GOALTENDING	78/773,432	12/14/2005
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM PASSING	78/698,676	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM RESCUE	78/430,889	6/7/2004
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM SLIDING	78/699,086	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM STRATEGY	78/430,524	6/5/2004
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM TACKLE	78/698,645	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	MAXIMUM UNDERWORLD	78/428,910	6/2/2004
Take-Two Interactive Software, Inc.	United States of America	MIDNIHGT CLUB	76/548,509 2,962,851	10/2/2003 6/21/2005
Take-Two Interactive Software, Inc.	United States of America	MIDNIGHT CLUB 3	78/627,491 3,092,859	5/11/2005 5/16/2006
Take-Two Interactive Software, Inc.	United States of America	MYTH, THE FALLEN LORDS	75/289,341 2,189,992	5/9/1997 9/15/1998
Take-Two Interactive Software, Inc.	United States of America	OIL TYCOON	78/020,723 2,574,580	8/11/2000 5/28/2002

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Take-Two Interactive Software, Inc.	United States of America	ON COMMAND BASERUNNING	78/699,061	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	ONI	75/570,211 2,476,204	10/14/1998 8/7/2001
Take-Two Interactive Software, Inc.	United States of America	PAYOFF PITCHING	78/830,250	3/6/2006
Take-Two Interactive Software, Inc.	United States of America	POPTOP SOFTWARE	78/885,861 3,241,842	5/17/2006 5/15/2007
Take-Two Interactive Software, Inc.	United States of America	POPTOP SOFTWARE	78/885,856 3,211,446	5/17/2006 2/20/2007
Take-Two Interactive Software, Inc.	United States of America	PORTAL RUNNER	76/171,003 2,750,888	11/24/2000 8/12/2003
Take-Two Interactive Software, Inc.	United States of America	POWER PITCHING	78/6+99,131	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	PRO CONTROL	78/699,173	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	R (DESIGN)	75/835,094 2,391,635	11/15/1999 10/3/2000
Take-Two Interactive Software, Inc.	United States of America	R (DESIGN)	77/173,249	5/4/2007
Take-Two Interactive Software, Inc.	United States of America	R (DESIGN)	77/011,695	10/2/2006
Take-Two Interactive Software, Inc.	United States of America	R ROCKSTAR GAMES	76/408,131 2,855,543	5/14/2002 6/22/2004
Take-Two Interactive Software, Inc.	United States of America	RAILROAD TYCOON	75/489,582 2,398,403	5/22/1998 10/24/2000
Take-Two Interactive Software, Inc.	United States of America	RAILROAD TYCOON II	75/698,976 2,341,042	5/6/19999 4/11/2000
Take-Two Interactive Software, Inc.	United States of America	RED DEAD REVOLVER	78/361,380 3,036,636	2/2/2004 12/27/2005

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Take-Two Interactive Software, Inc.	United States of America	RENEGADE PAINTBALL	78/515,046 3,230,782	11/11/2004 4/17/2007
Take-Two Interactive Software, Inc.	United States of America	REV'D	78/763,899	11/30/2005
Take-Two Interactive Software, Inc.	United States of America	REV'D STREETS OF DESTRUCTION	78/763,910	11/30/2005
Take-Two Interactive Software, Inc.	United States of America	REVVED	78,763,882	11/30/2005
Take-Two Interactive Software, Inc.	United States of America	REVVED STREETS OF DESTRUCTION	78/763,890	11/30/2005
Take-Two Interactive Software, Inc.	United States of America	RHYMERATOR	78/604,802 3,195,759	4/8/2005 1/9/2007
Take-Two Interactive Software, Inc.	United States of America	RISING SUN	76/121,774 2,590,724	9/1/2000 7/9/2002
2K Sports, Inc.	United States of America	ROCKET SCIENCE GAMES	78/531,513	12/13/2004
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR	77/142,681	3/28/2007
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR PRESENTS TABLE TENNIS	78/836,985	3/14/2006
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR FILMS	78/347,937	1/5/2004
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR GAMES	75/835,088 2,456,387	11/15/1999 5/29/2001
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR GAMES	77/011,293	10/1/2006
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR GAMES PRESENTS TABLE TENNIS	78/836,966	3/14/2006
Take-Two Interactive Software, Inc.	United States of America	ROCKSTAR WAREHOUSE	78/886,446	5/18/2006

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Take-Two Interactive Software, Inc.	United States of America	SAFARI ADVENTURES	78/515,051	11/11/2004
Take-Two Interactive Software, Inc.	United States of America	SARGE'S HEROES	75/980,414 2,476,738	12/15/1998 8/7/2001
Take-Two Interactive Software, Inc.	United States of America	SCALER	78/424,364 3,091,214	5/25/2004 5,9,2006
Take-Two Interactive Software, Inc.	United States of America	SCHOOL TYCOON	76/431,082	10/24/2002
Take-Two Interactive Software, Inc.	United States of America	SHATTERED UINON	78/835,483	3/13/2006
Take-Two Interactive Software, Inc.	United States of America	SHATTERED UINON	78/604,691 3,211,877	4/8/2005 2/20/2007
Take-Two Interactive Software, Inc.	United States of America	SHATTERED UNION	78/835,482	3/13/2006
Take-Two Interactive Software, Inc.	United States of America	SHOT STICK	78/699,197	8/24/2005
Take-Two Interactive Software, Inc.	United States of America	SID MEIER'S CIVILIZATION	74/152,711 1,784,913	4/1/1991 7/27/1993
Take-Two Interactive Software, Inc.	United States of America	SID MEIER'S RAILROAD TYCOON	74/065,156 1,743,313	6/4/1990 12/29/1992
Take-Two Interactive Software, Inc.	United States of America	SNOW	78/530,849	12/10/2004
Take-Two Interactive Software, Inc.	United States of America	SNOWBOX	78/715,850	9/19/2005
Take-Two Interactive Software, Inc.	United States of America	SPEC OPS	75/660,254 2,377,054	3/15/1999 8/15/2000
Take-Two Interactive Software, Inc.	United States of America	SUNDAY DRIVER	78/720,306	9/26/2005
Take-Two Interactive Software, Inc.	United States of America	SUNDAY DRIVER	78/720,301	9/26/2005

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Take-Two Interactive Software, Inc.	United States of America	SUNDAY DRIVER	78/720,295	9/26/2005
Take-Two Interactive Software, Inc.	United States of America	SUNDAY DRIVER	78/720,333	9/26/2005
Take-Two Interactive Software, Inc.	United States of America	SWING STICK	78/759,371	11/22/2005
Take-Two Interactive Software, Inc.	United States of America	T2 TAKE TWO	76/588,920 3,075,174	4/27/2004 4/4/2006
Take-Two Interactive Software, Inc.	United States of America	T2 TAKE TWO INTERACTIVE	76/588,919 3,147,137	5/5/2004 9/26/2006
Take-Two Interactive Software, Inc.	United States of America	TAKE 2	76/588,921	4/27/2004
Take-Two Interactive Software, Inc.	United States of America	TALONSOFT'S EAST FRONT	75/377,931 2,280,508	10/23/1997 9/28/1999
Take-Two Interactive Software, Inc.	United States of America	TALONSOFT'S WEST FRONT	75/854,501 2,465,224	11/23/1999 7/3/2001
Take-Two Interactive Software, Inc.	United States of America	THE ASSOCIATION	78/698,377	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	THE BIGS	78/931,843	7/18/2006
Take-Two Interactive Software, Inc.	United States of America	THE BIGS	78/931,851	7/18/2006
Take-Two Interactive Software, Inc.	United States of America	THE BIGS	78/931,857	7/18/2006
Take-Two Interactive Software, Inc.	United States of America	THE CRIB	78/698,575	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	TOP SPIN	78/161,641	9/6/2002
Take-Two Interactive Software, Inc.	United States of America	TOP SPIN 2	78/751,491	11/10/2005

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Take-Two Interactive Software, Inc.	United States of America	TOPSPIN 2 AND DESIGN	78/861,943	4/14/2006
Take-Two Interactive Software, Inc.	United States of America	TOPICO	75/826,607 2,576,522	10/19/1999 6/4/20052
Take-Two Interactive Software, Inc.	United States of America	TZAR	76/121,773 2,638,310	9/1/2000 10/22/2002
Take-Two Interactive Software, Inc.	United States of America	V.I.P. SYSTEM	78/698,550	8/23/2005
Take-Two Interactive Software, Inc.	United States of America	VEGAS TYCOON	78/020,728 2,931,499	8/11/2000 3/8/2005
Take-Two Interactive Software, Inc.	United States of America	VICE CITY STORIES	78/842,362	3/21/2006
Take-Two Interactive Software, Inc.	United States of America	VICE CITY STORIES	78/842,326	3/21/2006
Take-Two Interactive Software, Inc.	United States of America	VICE CITY STORIES	78/842,346	3/21/2006
Take-Two Interactive Software, Inc.	United States of America	VIKKI GRIMM	76/033,914 2,566,033	4/25/2000 4/30/2002
Take-Two Interactive Software, Inc.	United States of America	WINFAST	75/583,238 2,900,040	11/5/1998 11/2/2004
Take-Two Interactive Software, Inc.	United States of America	WINGS OF WAR	78/396,080 3,177,795	4/5/2004 11/28/2006
Take-Two Interactive Software, Inc.	United States of America	WORLD CLASS LEADERBOARD	73/738,440 1,536,516	7/16/188 4/25/1989
Take-Two Interactive Software, Inc.	United States of America	X-COM	77/174,055	5/7/2007
Take-Two Interactive Software, Inc.	United States of America	X-COM	74/679,753 1,986,939	5/25/1995 7/16/1996
Take-Two Interactive Software, Inc.	United States of America	X-COM APOCALYPSE	75/319,539 2,258,539	7/3/1997 7/6/1999

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Take-Two Interactive Software, Inc.	United States of America	X-COM INTERCEPTOR	75/452,998	3/19/1998
			2,358,309	6/13/2000
Take-Two Interactive Software, Inc.	United States of America	VCOM TERROR FROM THE DEEP	74/643,293	3/7/1995
			2,058,007	4/29/1997
Take-Two Interactive Software, Inc.	United States of America	X-COM UFO DEFENSE	74/679,754	5/25/1995
			1,979,573	6/11/1996
Take-Two Interactive Software, Inc.	WIPO	L.A. NOIRE	889048	10/6/2005
			889048	10/6/2005

Trademark Licenses

Console Game License Agreement, effective as of January 1, 2005 between MLB Advanced Media, LP, a Delaware limited partnership, as the licensor and the Parent, as the licensee

License Agreement dated as of June 1, 2005 between the Major League Baseball Players Association, an unincorporated association under the laws of the State of New York, as the licensor and the Parent, as the licensee

Multimedia License Agreement dated as of January 26, 2005 between Major League Baseball Properties, Inc., a New York corporation, as the licensor, for itself and on behalf of Major League Baseball Clubs, the Office of the Commissioner of Baseball, and SBC Operations, Inc. and the Parent as the licensee.

License Agreement dated as of June 7, 2006 between The National Hockey League Players Association, an unincorporated association under the laws of Ontario Canada, as the licensor and the Parent, as the licensee

Amended and Restated Retail Product and Export License Agreement dated as of April 5, 2006 among NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V. and NHL Interactive Cyberenterprises, LLC, collectively the "NHLECOs" and the Parent, as the licensee

Amended and Restated License Agreement dated as of June 7, 2006 among NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V. and NHL Interactive Cyberenterprises, LLC, collectively the "NHLECOs" and the Parent, as the licensee

Retail Product License Agreement dated as of March 24, 2004 between NBA Properties, Inc., as the licensor, and Sega of America, as the licensee, as amended by that certain Consent to Assignment dated as of March 14, 2005, among NBA Properties, Inc., the Parent and Sega of America under which the Parent, became the licensee

License Agreement, dated as of April 21, 2005, between Marvel Enterprises, Inc., Marvel Characters, Inc. (collectively, the "Licensor") and Majesco Sales Inc., as amended by the Amendment to License Agreement, dated June 28, 2005, among Licensor and Majesco Entertainment Company, as successor to Majesco Sales Inc., as amended and assigned to 2K Games, Inc., pursuant to the Consent to Assignment, dated December 5, 2005, among Licensor, Majesco Entertainment Company and 2K Games, Inc., as

further amended by the Third Amendment to License Agreement, dated as of March 7, 2006, between Licensor and 2K Games, Inc.

License Agreement, dated July 1, 2005, between Take-Two Interactive Software, Inc. and The Collegiate Licensing Company.

License for Software Development and Distribution Agreement, dated as of August 26, 2004, between Twentieth Century Fox Licensing and Merchandising, as Administrator for Twentieth Century Fox Film Corporation and Take-Two Licensing, Inc.

Exclusive Co-Publishing and Distribution Agreement dated January 28, 2005, as amended by Addendum No. 1 dated March 20, 2006 and Addendum No. 2 dated March 23, 2007, between Zenimax Inc. and Parent.