

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATION OF SECURITY INTEREST GRANT (TRADEMARKS)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Take-Two Interactive Software, Inc.		08/04/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, Inc.		
<b>Street Address:</b>	1 Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85953574	THE BUREAU: XCOM DECLASSIFIED	
<b>Serial Number:</b>	86043263	2K DRIVE	
<b>Serial Number:</b>	86014006	AGENT	
<b>Serial Number:</b>	86014013	AGENT	
<b>Serial Number:</b>	86020198	BULLY	
<b>Serial Number:</b>	86079056	CARNATE	
<b>Serial Number:</b>	86079061	CARNATE	
<b>Serial Number:</b>	86079062	CARNATE	
<b>Serial Number:</b>	86079064	CODEX	
<b>Serial Number:</b>	86079065	CODEX	
<b>Serial Number:</b>	86079067	CODEX	
<b>Serial Number:</b>	86079032	DOUBLE TAKE	
<b>Serial Number:</b>	86079042	DOUBLE TAKE	
<b>Serial Number:</b>	86079045	DOUBLE TAKE	
<b>Serial Number:</b>	86007525	XCOM ENEMY UNKNOWN	
<b>Serial Number:</b>	86203376	EVOLVE	
<b>Serial Number:</b>	86203384	4V1	
<b>Serial Number:</b>	86211347	HANGAR 13	
<b>TRADEMARK</b>			

CH \$640.00 85953574

Property Type	Number	Word Mark
Registration Number:	4577039	ACE PATROL
Registration Number:	4577040	SID MEIER'S ACE PATROL
Registration Number:	4455047	2K
Registration Number:	4459305	T2
Registration Number:	4455146	XCOM ENEMY UNKNOWN
Registration Number:	4537149	2KDRIVE
Registration Number:	4510940	GRAND THEFT AUTO

**CORRESPONDENCE DATA**

Fax Number: 2125935955

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	025983-0139
<b>NAME OF SUBMITTER:</b>	Scott Kareff (025983-0139)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	08/07/2014

**Total Attachments: 3**

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CONFIRMATION OF SECURITY INTEREST GRANT

(TRADEMARKS)

WHEREAS, the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors"), hold all right, title and interest in the trademark, registrations and applications listed on the annexed Schedule 1A, which trademark registrations and applications are issued and/or pending in the United States Patent and Trademark Office (the "New Trademarks");

WHEREAS, each Grantor has entered into a Trademark Security Agreement dated as of July 3, 2007 (as amended or otherwise modified from time to time, (the "Trademark Security Agreement"), in favor of WELLS FARGO CAPITAL FINANCE, INC. (the "Agent");

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has granted to the Agent, for the benefit of the Lender Group and the Bank Product Providers (as defined in the Trademark Security Agreement) a continuing first priority security interest in all right, title and interest of such Grantor in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all of such Grantor's Trademarks (as defined in the Trademark Security Agreement) and rights in and to Trademark Intellectual Property Licenses (as defined in the Trademark Security Agreement) to which it is a party; (ii) all restorations, reversions or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Trademark or any Trademark licensed under any Intellectual Property License, to secure the payment and performance of the Secured Obligations (as defined in the Trademark Security Agreement);

WHEREAS, Grantor has adopted, intends to adopt or has acquired the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby confirms, acknowledges and affirms its grant to the Agent of a security interest in the Trademark Collateral, including, without limitation, in the New Trademarks, to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral, including, without limitation, the New Trademarks, are more fully set forth in the Security Agreement (as defined in the Trademark Security Agreement), the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

For the avoidance of doubt, notwithstanding anything herein to the contrary, the term "Trademark Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in, any of such Grantor's right, title or interest in any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has

not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademark Collateral.

IN WITNESS WHEREOF, each Grantor has caused this Confirmation of Security Interest Grant (Trademarks) to be duly executed by its officer thereunto duly authorized as of August 4, 2014.

**TAKE-TWO INTERACTIVE SOFTWARE,  
INC.**

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Don P. Gu*  
*SVP & Deputy GC*

SCHEDULE 1A TO CONFIRMATION OF SECURITY INTEREST GRANT  
(TRADEMARKS)

(TRADEMARK APPLICATIONS)

<b>COUNTRY</b>	<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>STATUS</b>
UNITED STATES	THE BUREAU: XCOM DECLASSIFIED	85/953,574	06/07/2013	Pending
UNITED STATES	2K DRIVE	86/043,263	08/20/2013	Pending
UNITED STATES	AGENT	86/014,006	07/18/2013	Pending
UNITED STATES	AGENT Logo	86/014,013	07/18/2013	Pending
UNITED STATES	BULLY	86/020,198	07/25/2013	Pending
UNITED STATES	CARNATE	86/079,056	09/30/2013	Pending
UNITED STATES	CARNATE	86/079,061	09/30/2013	Pending
UNITED STATES	CARNATE	86/079,062	09/30/2013	Pending
UNITED STATES	CODEX	86/079,064	09/30/2013	Pending
UNITED STATES	CODEX	86/079,065	09/30/2013	Pending
UNITED STATES	CODEX	86/079,067	09/30/2013	Pending
UNITED STATES	DOUBLE TAKE	86/079,032	09/30/2013	Pending
UNITED STATES	DOUBLE TAKE	86/079,042	09/30/2013	Pending
UNITED STATES	DOUBLE TAKE	86/079,045	09/30/2013	Pending
UNITED STATES	XCOM ENEMY UNKNOWN	86/007,525	07/11/2013	Pending
UNITED STATES	EVOLVE and Design	86/203,376	02/25/2014	Pending
UNITED STATES	4V1	86/203,384	02/25/2014	Pending
UNITED STATES	HANGAR 13	86/211,347	03/05/2014	Pending

(TRADEMARK REGISTRATIONS)

<b>COUNTRY</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>STATUS</b>
UNITED STATES	ACE PATROL	4,577,039	07/29/2014	Registered
UNITED STATES	SID MEIER'S ACE PATROL	4,577,040	07/29/2014	Registered
UNITED STATES	2K	4,455,047	12/24/2013	Registered
UNITED STATES	T2	4,459,305	12/31/2013	Registered
UNITED STATES	XCOM ENEMY UNKNOWN	4,455,146	12/24/2013	Registered
UNITED STATES	2KDRIVE (Design)	4,537,149	05/27/2014	Registered
UNITED STATES	GRAND THEFT AUTO Logo	4,510,940	04/08/2014	Registered