

03-05-1999

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To the Hon. Commissioner of Patents
thereof.

attached original documents or copy

1. Name of conveying party(ies):

DMA Design Limited

- Individual(s)
- General Partnership
- Limited Partnership
- Corporation -
- Association
- Other **company**

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other

Execution Date: October 1, 1998

2. Name and address of receiving party(ies):

Name:
Take-Two Interactive Software
Inc.

Street Address:
575 Broadway
New York, NY 10012

- Individual(s) citizenship:
- Association
- General Partnership
- Limited Partnership
- Corporation -
- Other - Delaware Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration (numbers):

A. Trademark Application No(s).

75/166,172

B. Trademark Registration No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

YOUNG & THOMPSON
Second Floor
745 South 23rd Street
Arlington, VA 22202

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40 €

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No. 25-0120

(Attach duplicate copy of this page if paying by deposit account.)

03/04/1999 JSWBAZZ 0000061 250120 75166172
01 FC:481 40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Trader
Name of Person Signing

Susan Trader
Signature

March 2, 1999
Date

Total number of pages including cover sheet: [6]

In the matter of SPACE STATION SILICON VALLEY

Trademark Application No. 75/166172

Registered _____

For DMA DESIGN LIMITED

APPOINTMENT OF DOMESTIC REPRESENTATIVE

KELLY JUNNER of TAKE-

TWO INTERACTIVE SOFTWARE INC. hereby designates

Robert J. Patch, Reg. No. 17,355, Andrew J. Patch, Reg. No. 32,925, Robert F. Hargest, Reg. No. 25,590 and Benoit Castel, Reg. No. 35,041, c/o YOUNG & THOMPSON, 745 South 23rd Street, Arlington, VA 22202, registrant's representatives upon whom notices or process in proceedings affecting this mark may be served.

By [Signature]

Title [Signature]

Date 10/3/71

(1) DMA DESIGN LIMITED

- and -

(2) TAKE-TWO INTERACTIVE
SOFTWARE INC.

TRADE MARK ASSIGNMENT

Harbottle & Lewis
Hanover House
14 Hanover Square
LONDON W1R 0BE

h126/224834/docs/vsassign-5

THIS ASSIGNMENT is made the 1ST day of ~~OCTOBER~~ 1998

BETWEEN:

- (1) **DMA DESIGN LIMITED** whose registered office is at The Green House, 33 Bowdon Street, Sheffield, South Yorkshire S1 4HA (the "Assignor")
- (2) **TAKE-TWO INTERACTIVE SOFTWARE INC.** a Delaware company having an office at 575 Broadway, New York, New York 10012 (the "Assignee")

WHEREAS:

- (A) The Assignor is the applicant of record of the trade mark application, particulars of which are set out in the Schedule attached (the "Trade Mark").
- (B) The Assignor has agreed to assign the Trade Mark to the Assignee on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of payment of the sum of one pound (£1) by the Assignee to the Assignor (receipt of which is hereby acknowledged) the Assignor hereby assigns and transfers to the Assignee with full title guarantee all property, right, title and interest in and to the Trade Mark, including all common law rights connected therewith and the right to sue for damages and other remedies in respect of any future or any past infringement of the Trade Mark, which may have occurred prior to the date hereof **AND** all the benefit of the Trade Mark **TO HOLD** the same unto the Assignee absolutely, its successors and assigns.
2. The Assignor covenants that it will at the request of the Assignee and at the Assignee's expense execute all documents, papers, forms and authorisations and depose to or swear all declarations or oaths which may be necessary or desirable for securing, completing or absolutely vesting full right, title and interest in and to the Trade Mark in favour of the Assignee.

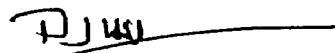
3. The Assignor hereby warrants that:
- 3.1 It is the applicant of record of the Trade Mark and has the full power to enter into this Assignment;
 - 3.2 It has not granted any licences to use the Trade Mark;
 - 3.3 It is not aware of anything which might endanger the validity of the Trade Mark or the ability of the Assignee to register this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF this Agreement was executed by or on behalf of the parties the date and year first above written.

SIGNED by DMA DESIGN LIMITED

By P.A. Hill.....

Title FINANCE DIRECTOR.....

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)

SIGNED by TAKE-TWO INTERACTIVE SOFTWARE INC

By K. Sumner.....

Title ...DIRECTOR.....

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SCHEDULE

Trade Mark

Mark	Country	Classes	Application Date	Application No.
Space Station Silicon Valley	USA	9,16	16 September 1996	75/166172