

MD 3-2-99

03-05-1999

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To the Hon. Commissioner of P:  
thereof.

100978319

e 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 CompanyIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

2,148,765

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 JSHABAZZ 00000060 250120 2148765

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]

TRADEMARK  
REEL: 1864 FRAME: 0544

IN THE UNITED STATES PATENT & TRADEMARK OFFICE

In the matter of GRAND THEFT AUTO

Trademark Registration No. 2148765

Registered \_\_\_\_\_

For DMA DESIGN LIMITED

APPOINTMENT OF DOMESTIC REPRESENTATIVE

KELLY SUMNER 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 Benoît 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 

Title Director

Date 8/2/99

(1) DMA DESIGN LIMITED

- and -

(2) TAKE-TWO INTERACTIVE  
SOFTWARE INC.

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**TRADE MARK ASSIGNMENT**

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

h128/224834/docs/assignmt-3

**THIS ASSIGNMENT** is made the 1<sup>ST</sup> 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 proprietor of the trade mark registration, particulars of which are set out in the Schedule attached (the "Trade Mark").
- (B) Following a Development Agreement dated 22 May 1998 between the Assignor, the Assignee and Gremlin Group Plc 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 registered proprietor 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. J. Hill.....

Title FINANCE DIRECTOR

) PJH

)

**SIGNED by TAKE-TWO INTERACTIVE INC**

By K. Sumner.....

Title DIRECTOR.....

) [Signature]

)

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# **SCHEDULE**

## **Trade Mark**

<b>Mark</b>	<b>Country</b>	<b>Class</b>	<b>Registration Date</b>	<b>Registration No.</b>
Grand Theft Auto	USA	9,16,28	7 April 1998	2148765