

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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10-23-2000



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VER SHEET

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

NO METHOD payment

7.13.00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Take-Two Interactive Software, Inc.
575 Broadway, 3rd Floor
New York, New York 10012

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State — Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 7, 2000

MRD 10-6-00

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75-722,719 75-519,493 75-514,074
75-855,641 75-519,158 75-514,056
75-854,504 75-519,470 75-365,774
75-854,501 75-514,055

Additional numbers attached ☐ Yes ☒ No

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

Name: FINOVA Mezzanine Capital Inc.

Internal Address: _____

Street Address: 500 Church Street, Suite 200

City: Nashville State: Tennessee ZIP: 37219

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Tennessee
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached.

☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?

☐ Yes ☒ No

B. Trademark Registration No.(s)

1,996,438 2,203,789 2,061,450
2,280,508 2,203,788 2,061,450
2,247,150 2,203,787 2,033,900
2,160,670 2,065,108

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AUG 13 9 19TRADEMARK RECEIVED
AUG 13 9 19

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

Name: J. Patrick Murphy

Internal Address: Chambliss, Bahner & Stophel, P.C.

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: Tennessee ZIP: 37402

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)\$ 565⁰⁰

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number

20-0052

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

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.

J. Patrick Murphy

Name of Person Signing

Signature

July 10, 2000

Date

Total number of pages including cover sheet, attachments, and document:

32

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments



07-13-2000

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OCT - 6 2000



SEPTEMBER 25, 2000

CHAMBLISS, BAHNER & STOPHEL, P.C.
J. PATRICK MURPHY
1000 TALLAN BUILDING
TWO UNION SQUARE
CHATTANOOGA, TENNESSEE 37402

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231



101428488A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101428488

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. A FEE WAS NOT SUBMITTED WITH THIS DOCUMENT. AUTHORIZATION TO CHARGE WAS NOT GRANTED. THE REQUIRED FEE IS \$565 .

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



10-10-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #40

TRADEMARK
REEL: 002158 FRAME: 0955

THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION AGREEMENT DATED AS OF JULY 7, 2000 BY AND AMONG TAKE-TWO INTERACTIVE SOFTWARE, INC., FINOVA MEZZANINE CAPITAL, INC. AND BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, THAT, AMONG OTHER THINGS, CONTAINS PROVISIONS SUBORDINATING THE OBLIGATIONS OF TAKE-TWO INTERACTIVE SOFTWARE, INC. HEREUNDER TO ITS OBLIGATIONS TO THE SENIOR CREDITORS DEFINED IN SAID SUBORDINATION AGREEMENT AND LIMITING THE RIGHTS OF THE HOLDER OF THIS AGREEMENT, TO WHICH PROVISIONS SUCH HOLDER, BY ACCEPTANCE HEREOF, AGREES.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), is made as of July 7, 2000, by and among the parties identified as "Grantors" on the signature pages hereto and such other parties that may become Grantors hereunder after the date hereof (individually, a "Grantor" and collectively, the "Grantors"), in favor of FINOVA MEZZANINE CAPITAL INC., a Tennessee corporation (the "Lender").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith, (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Lender, TAKE-TWO INTERACTIVE SOFTWARE, INC., a Delaware corporation ("Borrower"), and certain other subsidiaries and certain affiliates of Borrower, Lender has agreed to make a loan in the aggregate principal amount of \$15,000,000 (the "Loan") to Borrower evidenced by a Secured Promissory Note of even date herewith in the original principal amount of the Loan and executed by Borrower payable to the order of Lender (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Note");

WHEREAS, it is a condition precedent to the obligation of the Lender to make the Loan to Borrower, that Grantors execute and deliver this Agreement to Lender.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the Loan to Borrower, each Grantor hereby agrees with Lender, as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary

works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

"Copyright License" means any agreement material to the operation of Grantor's businesses, whether written or oral, providing for the grant by or to Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in Schedule A hereto.

"Intellectual Property" means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor's businesses, as defined herein and/or referred to in Schedule A hereto.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of Grantor's businesses and developed by Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

"Know-how" means any knowledge or information that is material to Grantor's business and that enables Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in Schedule B hereto.

"Other Proprietary Property" means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like, including, without limitation, all such rights referred to in Schedule B hereto.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

"Patent License" means any agreement material to the operation of Grantor's business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

"Proceeds" means "proceeds," as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all

proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Security Agreement" means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Trade Secret" means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation, any such information referred to in Schedule B hereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

"Trademark License" means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of any Grantor under the Loan Documents, each Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor's right, title and interest in and to the Intellectual Property (excluding the property described on Schedule C hereto) now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), that are material to the business of Grantor, including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A or Schedule B.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants that:

(a) Schedule A and Schedule B hereto include all Intellectual Property and Other Proprietary Property owned by Grantor in its own name or as to which Grantor has

any colorable claim of ownership that are material to the business of Grantor as of the date hereof.

(b) Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on Schedule A and Schedule B hereto and are in full force and effect. To the best knowledge of Grantor, Grantor is not in default under any such agreement, and no event has occurred which might constitute a default by Grantor under any such agreement.

(e) Except as set forth in Schedule A, all of the Intellectual Property is free and clear of any and all liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens (as defined in the Loan Agreement), and Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest Grantor with complete, unrestricted ownership rights therein.

(g) Except as described on Schedule D, Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) Except as described on Schedule E, no proceedings have been instituted or are pending or, to Grantor's knowledge, overtly threatened in writing that challenge Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any material items of the Intellectual Property.

(i) To the best of Grantor's knowledge, the current conduct of Grantor's business and Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third

party in any way which adversely affects the business, financial condition or business prospects of Grantor. Further, except as set forth in Schedule A and Schedule B, Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of Grantor. Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of Grantor's Intellectual Property rights or any theft of Grantor's Other Proprietary Property at Grantor's sole cost.

4. **Covenants.** Each Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the Permitted Liens and the liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Grantor will advise Lender promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) (i) Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Lender, Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of Grantor.

(iii) Grantor will promptly notify Lender if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lender within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such

power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Grantor, except with respect to any Patent, Trademark or Copyright Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Grantor.

(vi) In the event Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Lender after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Grantor which determination Grantor shall promptly report to Lender, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) Grantor will furnish to Lender each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this agreement and not identified on Schedule A and Schedule B, all transfers, assignments, licenses or sub-licenses of the Collateral by Grantor, and such other information in connection with the Collateral as Lender may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

5. Lender's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Lender's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting

the generality of the foregoing, Grantor hereby grants Lender the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(i) at any time when any Event of Default shall have occurred and is continuing in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Lender or as Lender shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Lender may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Grantor's expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and the liens of Lender thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Grantor also authorizes Lender, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. **Performance by Lender of Grantor's Obligations.** If any Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantors to Lender on demand and shall constitute Obligations secured hereby.

7. **Proceeds.** It is agreed that if an Event of Default shall occur and be continuing, then (a) all Proceeds received by any Grantor consisting of cash, checks and other cash equivalents shall be held by such Grantor in trust for Lender, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to Lender in the exact form received by such Grantor (duly endorsed by such Grantor to Lender, if required), and (b) any and all such Proceeds received by Lender (whether from a Grantor or otherwise) shall promptly be applied by Lender against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. **Remedies Upon Default.** Upon an Event of Default under and as defined in the Loan Agreement, Lender may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Lender may give written notice of default to any or all of the Grantors, following which such Grantor(s) shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Lender's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Lender may obtain a temporary restraining order or other equitable relief to enforce the Grantors' obligation to refrain from so impairing Lender's Collateral.

(b) Lender may take possession of any or all of the Collateral. Each Grantor hereby consents to Lender's entry into any of any Grantor's premises to repossess Collateral, provided that Lender accomplishes such entry without a breach of the peace.

(c) Lender may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least five (5) days prior to sale. Lender may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Lender may elect, in its sole discretion. Lender may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Lender may exercise its lien upon and right of setoff against any monies, items, credits, deposits or instruments that Lender may have in its possession and that belong to Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Lender may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Lender at law or equity.

9. **Limitation on Duties Regarding Preservation of Collateral.** Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. **Powers Coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. **Severability.** Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Section Headings.** The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. **No Waiver: Cumulative Remedies.** Lender shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise

have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. **Waivers and Amendments; Successors and Assigns; Interpretation.** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the applicable Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of any Grantor and shall inure to the benefit of Lender and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. **Notices.** Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery or telecopy or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For the purposes of this Security Agreement, the parties hereto shall use the addresses set forth in the Loan Agreement.

16. **Governing Law.** This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. **Consent to Jurisdiction; Exclusive Venue.** Each Grantor hereby irrevocably consents to the jurisdiction of any state or federal courts sitting in New York County, New York, for the purpose of any litigation to which Lender may be a party and which concerns this Security Agreement or the Obligations. It is further agreed that venue for any such action shall lie non-exclusively with courts sitting in New York County, New York, unless Lender agrees to the contrary in writing.

19. **Waiver of Trial by Jury.** LENDER AND EACH GRANTOR HEREBY KNOWINGLY AND VOLUNTARILY, WITH THE BENEFIT OF COUNSEL, WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

TAKE-TWO INTERACTIVE SOFTWARE,
INC., a Delaware corporation

By: 

Title: President

JACK OF ALL GAMES, INC., a New York
corporation

By: 

Title: V.P.

GEARHEAD ENTERTAINMENT, INC., a
Pennsylvania corporation

By: 

Title: V.P.

MISSION STUDIOS CORPORATION, an
Illinois corporation

By: 

Title: V.P.

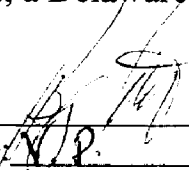
TALONSOFT, INC., a Delaware corporation

By: 

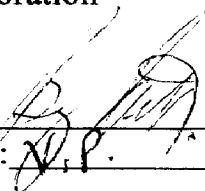
Title: V.P.

[SIGNATURES CONTINUED NEXT PAGE]

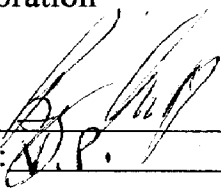
INVENTORY MANAGEMENT SYSTEMS,
INC., a Delaware corporation

By: 
Title: V.P.

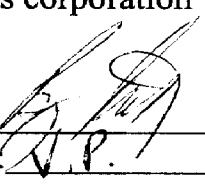
ROCKSTAR EVENTS, INC., a New York
corporation

By: 
Title: V.P.

T2 DEVELOPER, INC., a Delaware
corporation

By: 
Title: V.P.

GATHERING OF DEVELOPERS, INC., a
Texas corporation

By: 
Title: V.P.

LENDER:

FINOVA MEZZANINE CAPITAL INC., a
Tennessee corporation

By: _____
Title: _____

INVENTORY MANAGEMENT SYSTEMS,
INC., a Delaware corporation

By: _____
Title: _____

ROCKSTAR EVENTS, INC., a New York
corporation

By: _____
Title: _____

T2 DEVELOPER, INC., a Delaware
corporation

By: _____
Title: _____

GATHERING OF DEVELOPERS, INC., a
Texas corporation

By: _____
Title: _____

LENDER:

FINOVA MEZZANINE CAPITAL INC., a
Tennessee corporation

By: Brian Harvey
Title: CEO

Schedule A**Pending Trademarks**

Mark	Application Serial No.	Filing Date	Owner
JOYTECH USA	75-722,719	6/7/99	Take-Two
The Operational Art of War	75-855,641	11/22/99	Talonsoft, Inc
Hidden & Dangerous	75-854,504	11/23/99	Talonsoft, Inc
Talonsoft's West Front	75-854,501	11/23/99	Talonsoft, Inc
Gathering Of Developers	75-519,493	7/15/98	Gathering of Developers
Gathering Of Developers	75-519,158	7/15/98	Gathering of Developers
Gathering Of Developers	75-519,470	7/15/98	Gathering of Developers
Gathering Of Developers	75-514,055	7/7/98	Gathering of Developers
Gathering Of Developer	75-514,074	7/7/98	Gathering of Developers
Gathering Of Developers	75-514,056	7/7/98	Gathering of Developers
G.O.D.	75-365,774	9/30/97	Gathering of Developers

Registered Trademarks

Mark	Registration No.	Filing Date	Owner
TAKE TWO INTERACTIVE SOFTWARE	1,996,438	8/27/96	Take-Two
Talonsoft's East Front	2,280,508	10/23/97	Talonsoft, Inc.
Battleground 7: Bull Run	2,247,150	7/23/97	Talonsoft, Inc.
Age of Sail	2,160,670	7/23/97	Talonsoft, Inc.
Battleground 5: Antietam	2,203,789	7/23/00	Talonsoft, Inc.
Battleground 4: Shiloh	2,203,788	7/23/97	Talonsoft, Inc.
Battleground 6: Napoleon in Russia	2,203,787	7/23/97	Talonsoft, Inc.
Battleground: Ardennes	2,065,108	6/26/96	Talonsoft, Inc.
Waterloo Battleground 3	2,061,451	6/26/96	Talonsoft, Inc.
Battleground: Gettysburg	2,061,450	6/26/00	Talonsoft, Inc.
Talonsoft and Design	2,033,943	3/15/96	Talonsoft, Inc.

Schedule B

None

Schedule C

See the asterisked items in Schedule 2.17 of the Loan Agreement. (*)

(*)a copy of Schedule 2.17 is attached hereto.

Schedule 2.17 -- Significant Contracts

1. Agreement between Take-Two Interactive Software, Inc. and ASK, Co., Ltd. to publish Doukyu Billiardsmaster 2, dated May 15, 2000.
2. Distribution agreement between Take-Two Interactive Software, Inc. and Entertainment International Inc., to distribute various titles throughout the United States and Canada, dated May 10, 2000. *
3. Development and publishing agreement between Take 2 Interactive Software Limited and Illusion Softworks, S.R.O., to develop six titles dated August 20, 1999.
4. Development and publishing agreement between Take-Two Interactive Software, Inc. and John Tiller to publish Rising Sun, dated March 24, 1999.
5. Agreement between Gathering of Developers I, Ltd., and Elder Entertainment d/b/a Third Law Interactive for the development of KISS Psycho Circus, dated May 28, 1999. *
6. License between Gathering of Developers I, Ltd. and Epic Megagames, Inc. to develop Ragnar, dated November 1, 1998. *
7. Publishing between Gathering of Developers I, Ltd. and Phantagram Ltd. to develop Kingdom Under Fire, dated January 17, 2000. *
8. Publishing agreement between Gathering of Developers I, Ltd. and Apogee Software, Ltd. d/b/a 3D Realms to develop Max Payne, dated May 8, 1998. *
9. Publishing agreement between Gathering of Developers I, Ltd. and Terminal Reality, Inc. to develop Nocturne, dated July 9, 1998. *
10. Console publishing agreement between Gathering of Developers I, Ltd. and Poptop Software, Inc. to develop Railroad Tycoon II, dated November 1, 1999. *
11. Publishing agreement between Gathering of Developers I, Ltd. and Poptop Software to develop Railroad Tycoon II, dated June 1, 1998. *
12. Publishing agreement between Gathering of Developers I, Ltd. and Terminal Reality, Inc. to develop Stunts, dated July 9, 1998. *
13. Publishing agreement between Gathering of Developers I, Ltd. and Ritual Entertainment, Inc. to develop Heavy Metal FAKK 2, dated May 8, 1998. *
14. Publishing agreement between Gathering of Developers I, Ltd. and Epic Megagames, Inc. to develop Age of Wonders, dated September 1999. *

15. Publishing agreement between Gathering of Developers I, Ltd. and Terminal Reality, Inc. to develop Fly!, dated May 15, 1998. *
16. Publishing agreement between Take-Two Interactive Software, Inc., Gathering of Developers I, Ltd. and Apogee Software, Ltd. (d/b/a 3D Realms), and N-Space, Inc. to develop Duke Nukem for Playstation 2, dated November 1, 1999. *
17. Lease agreement with Prologis, Inc. for our distribution facility in Ohio. *
18. Credit Agreement dated December 7, 1999 by and among the Company certain of its subsidiaries, certain lenders and Bank of America, N.A., as agent. *
19. Loan Agreement dated December 6, 1999 between Take-Two Interactive Software Europe Limited and Barclays Bank, PLC. *
20. License agreement between Take-Two Interactive Software, Inc. and Sony Corporation to publish and develop software. *

* Not assignable

Schedule D

See Schedule 3.16 of the Loan Agreement.(*)

(*)a copy of Schedule 3.16 is attached hereto.

Schedule 3.16 – Transfer of Intellectual Property to Rockstar Broadband Studios, Inc.

See Attached.

Assets	Description	Cost	Accum Deprec 4/30/00	Book Value 4/30/00
E3 BOOTH 1999 (150-0)				
		0.00	0.00	0.00
		0.00	0.00	0.00
	TOTAL-NEW YORK	0.00	0.00	0.00
FURNITURE & FIXTURE, NY (150-1)				
4.30.99	CENTURY CARPET/ INV:6751	10,158.38	2,656.16	7,502.22
4.30.99	RECLASS NEW FURNITURE: 3RD FL	80,082.70	17,351.26	62,731.45
5.31.99	EMPIRE OFFICE (CK: 001226)	34,200.00	6,840.00	27,360.00
6.17.99	PREMIER DISPLAYS & EXHIBITS	13,707.22	2,512.99	11,194.23
7.13.99	EMPIRE OFFICE, INC. /CK:1726	662.24	110.38	551.86
8.31.99	EMPIRE OFFICE, INC. /CK:1993	6,170.50	925.59	5,244.92
8.31.99	EMPIRE OFFICE, INC. /CK:1993	3,874.25	581.13	3,293.12
8.31.99	EMPIRE OFFICE, INC. /CK:1993	2,466.02	369.90	2,096.12
8.31.99	EMPIRE OFFICE, INC. /CK:1999	8,338.93	1,250.85	7,088.08
9.20.99	RECLASS AMEX /CK:002131	0.00	0.00	0.00
9.20.99	WHITE WORK ROOM	570.00	76.00	494.00
10.28.99	EMPIRE OFFICE INC. /CK:2432	2,305.28	268.94	2,036.34
10.28.99	EMPIRE OFFICE INC. /CK:2442	84.25	9.82	74.43
12.31.99	EMPIRE OFFICE INC. /CK:2803	937.13	78.09	859.04
04.07.00	SONR	1,319.30	21.99	1,297.31
04.05.00	SONR	1,319.30	21.99	1,297.31
04.10.00	CFR	2,991.54	49.86	2,941.68
04.19.00	EMPI	4,059.38	67.66	3,991.72
04.28.00	CFR	2,991.54	49.86	2,941.68
04.30.00	EMPIRE OFFICE	2,788.35	46.47	2,741.88
	TOTAL-NEW YORK	179,026.31	33,288.94	145,737.37
	WRITE OFF	179,026.31	33,288.94	145,737.37

ROCKSTAR GAMES
FIXED ASSETS - POST ROCKSTAR BREAKOUT
PERIOD: APRIL 2000

SCHEDULE A
OFFICE EQUIPMENT
PAGE 2

EQUIPMENT, NY (153-1)

3.31.99	LAW APPLIANCE - TV	1,102.95	257.36	845.59
6.30.99	JAG S/O 0219719 NINTENDO DISPLAY	0.00	0.00	0.00
8.31.99	INTR-CO JAG PC RICHARDS	877.80	131.67	746.13
8.31.99	INTR-CO JAG PC RICHARDS	78.66	11.79	66.87
10.31.99	RECLASS AMEX INV:101699	0.00	0.00	0.00
10.28.99	SEGA OF AMERICA INV:102899	2,587.17	301.84	2,285.33
11.30.99	AMEX: 11/16/99 - JEN KOLBE	2,211.70	221.18	1,990.53
12.31.99	SEGA OF AMERICA CK:2838	1,439.72	119.98	1,319.74
01.31.00	SEGA OF AMERICA AP-0035	422,499.99	28,166.67	394,333.32
02.28.00	SEGA	2,576.45	128.82	2,447.63
03.31.00	FLCI	8,749.00	291.63	8,457.37
04.30.00	SEGA	2,195.00	36.58	2,158.42
	TOTAL-NEW YORK	444,318.44	29,667.52	414,650.92
	WRITE OFF			
		444,318.44	29,667.52	414,650.92

COMPUTER
EQUIPMENT-NY (151-1)

9.30.98	CHIPS & BITS (T1 NETWORK)	671.19	611.95	59.24
10.31.98	COMPUTER-DATA-VISION-YIPS	2,000.00	1,056.57	943.43
10.31.98	FAX & PRINTERS THRU AIM	297.60	157.07	140.53
11.25.98	SEGA - 4 PROGRAMMER WORKSTATION	35,040.00	17,520.00	17,520.00
1.31.99	2 POWER MAC G3 FROM MANCHESTER	11,619.83	5,164.37	6,455.46
1.31.99	SONY COMPUTER ENTERTAINMENT	51,441.18	22,862.76	28,578.43
2.28.99	MANCHESTER (INV:616276 & 615918)	896.02	373.34	522.68
3.25.99	JENNIFER KOLBE	4,297.45	1,671.23	2,626.22
3.31.99	NINTENDO	2,769.30	1,076.96	1,692.35
3.31.99	MANCHESTER W/JOAG NY	888.36	345.47	542.89
3.31.99	MANCHESTER W/JOAG NY	888.36	345.47	542.89
4.20.99	SONY COMPUTER ENTERTAINMENT	4,566.94	1,649.18	2,917.76
4.30.99	INTER-CO AMEX L MULLER 4/99	1,002.72	362.09	640.63
4.30.99	INTER-CO JADE COMPUTER 4/99	2,400.23	866.75	1,533.48
5.20.99	RAD GAME TOOLS	7,000.00	2,333.33	4,666.67
6.30.99	INTER-CO W/JOAG COMPUTER PURCHASE	397.86	121.58	276.29
7.23.99	RECLASS NINTENDO INV:9094073621	18,487.43	5,135.40	13,352.03
8.31.99	INTR-CO W/JAG AMEX	1,087.20	271.80	815.40
9.20.99	RECLASS AMEX /CK:002131	2,670.30	593.40	2,076.91
9.30.99	RECLASS AMEX INV:091699	3,776.28	839.17	2,937.11
10.15.99	BBH SOLUTIONS INC CK:2327	1,850.46	359.81	1,490.66
10.31.99	RECLASS INV:101699	15,036.02	2,923.67	12,112.35
12.31.99	I/C JOAG L MULLER AMEX 12/99	234.31	32.55	201.76
03.31.00	5 SONY DEVIL TOOLS	108,000.00	6,000.00	102,000.00
04.17.00	SONY COMPUTER ENTERTAINMENTCK:3875	18,321.31	508.93	17,812.38
04.30.00	SSNY	43,300.00	1,202.78	42,097.22
04.30.00	SSNY	5,530.00	125.83	5,404.17
12.31.99	SSNY	173,200.00	19,244.00	153,956.00
	TOTAL-NY	517,670.35	93,755.42	423,914.93
	WRITE OFF			
		517,670.35	93,755.42	423,914.93

COMPUTER
SOFTWARE, NY (152-1)

6.30.97	ACCTTRACK	0.00	30.15	(30.15)
9.30.98	ACCTTRACK- YR 2000 COMPLIANCE	361.92	165.91	196.01
	TOTAL-NY	361.92	196.06	165.86
3.31.99	WRITE-OFF FULLY DEPRECIATED ASSETS	0.00	0.00	0.00
		361.92	196.06	165.86

LEASEHOLD IMPROVEMENTS
3RD FLOOR, NY (153-3)

1.13.99	575 BROADWAY - 3RD FLOOR	5,130.00	977.18	4,152.82
2.28.99	JACK TARPEY	1,026.00	183.21	842.79
2.28.99	JACK TARPEY	1,026.00	183.21	842.79
2.28.99	JACK TARPEY	1,026.00	183.21	842.79
2.28.99	JACK TARPEY	1,026.00	183.21	842.79
2.28.99	WATSON & ASSOCIATES	3,644.87	650.87	2,994.00
2.28.99	MGJ, INC	2,210.14	394.66	1,815.48
3.05.99	JACK TARPEY	1,026.00	170.99	855.01
3.16.99	JACK TARPEY	1,026.00	170.99	855.01
3.16.99	WATSON & ASSOCIATES	3,602.40	600.41	3,001.99
3.16.99	WATSON & ASSOCIATES	42.47	7.08	35.39
3.23.99	WATSON & ASSOCIATES	4,535.78	755.96	3,779.82
3.23.99	WATSON & ASSOCIATES	75.50	12.59	62.91
3.23.99	JACK TARPEY	1,026.00	170.99	855.01
3.29.99	JACK TARPEY	1,026.00	170.99	855.01
3.31.99	WATSON & ASSOCIATES	282.02	47.00	235.02
4.2.99	JACK TARPEY	1,026.00	158.78	867.22
4.9.99	JACK TARPEY	1,026.00	158.78	867.22
4.20.99	WATSON & ASSOCIATES	1,926.60	298.18	1,628.42
4.20.99	WATSON & ASSOCIATES	54.15	8.37	45.78
4.21.99	QUALIRITE INCORPORATED	478.20	74.01	404.19
4.21.99	JACK TARPEY	1,026.00	158.78	867.22
4.23.99	AABCO PAINTING & SERVICES	2,905.58	449.67	2,455.91
4.28.99	JACK TARPEY	1,026.00	158.78	867.22
4.28.99	JACK TARPEY	1,026.00	158.78	867.22
4.30.99	MGJ, INC.	701.31	108.54	592.77
4.30.99	ACCRUE AJ CONTRACTING REQ 1 & 2	38,135.85	5,447.97	32,687.88
4.30.99	EASTERN ELECTRIC CORP	11,970.00	1,710.00	10,260.00
5.31.99	MGJ, INC /INV: 12296	296.40	42.35	254.05
6.11.99	AJ CONTRACTING /CK:1462	12,961.23	1,697.30	11,263.93
6.28.99	ANTHONY VILLAMENA /CK:1563	5,557.50	727.76	4,829.74
04.11.00	EASTERN ELECTRIC CORP	2,084.80	(0.01)	2,084.81
		109,932.80	16,220.63	93,712.17

LEASEHOLD
IMPROVMENTS, NY (154-1)

6.28.99	ANTHONY VILLAMENA /CK:1564	5,557.50	727.76	4,829.74
7.29.99	ANTHONY VILLAMENA /CK:1759	5,700.00	678.57	5,021.43
8.31.99	ANTHONY VILLAMENA	11,400.00	1,221.42	10,178.58
10.15.99	ANTHONY VILLAMENA /CK:2326	8,265.00	688.75	7,576.25
10.15.99	ANTHONY VILLAMENA /CK:2326	2,850.00	237.51	2,612.49
	TOTAL-NY	33,772.50	3,554.01	30,218.49
	WRITE-OFF FULLY DEPRECIATED ASSETS			
		33,772.50	3,554.01	30,218.49

TOTAL		1,285,082.32	176,682.58	1,108,399.74
		1,285,082.32	176,682.58	1,108,399.74
		1,285,082.32	176,682.58	1,108,399.74

SCHEDULE A
REGISTERED INTELLECTUAL PROPERTY RIGHTS

Registered Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
GRAND THEFT AUTO	USA	2,148765
SPACE STATION SILICON VALLEY	USA	2,227025
GRAND THEFT AUTO	UK	2,061,413
SPACE STATION SILICON VALLEY	UK	2,061,410

Applications for Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Serial No.</u>
THE ASSASSIN	USA	75-740269
ROCKSTAR GAMES logo	USA	75-730407
ROCKSTAR GAMES	USA	75-835088
ROCKSTAR logo	USA	75-835094
ROCKSTAR logo	USA	75-900260
ROCKSTAR logo	USA	75-900261
Midnight Club: Urban Racers	USA	75-905088

SCHEDULE A

CONTRACTS

1. Development and Publishing Agreement dated 6 August 1996 between BMG Interactive (as publisher) and Blam! (as developer) in respect of Monkey Hero.
2. Development and Publishing Agreement dated 29 August 1996 between BMG Interactive (as publisher) and Delphine Software International S.A.R.L. (as developer) in respect of Darkstone.
3. Term Sheet for a Software Property Licensing Agreement dated 12 November 1998 between Take-Two Interactive Software Inc., The Gathering of Developers and PopTop Software in respect of Railroad Tycoon 2.
4. Publishing Agreement dated 18 November 1998 between Interplay Entertainment Corp. and Take-Two Interactive Software Inc. and subsequent amendments in respect of Earthworm Jim and Caesar's Palace.
5. Development and License Agreement dated 22 December 1998 between Microsoft Corporation and Take-Two Interactive Software, Inc. in respect of Monster Truck Madness.
6. Publishing and Distribution License Agreement dated 12 January 1999 between Gremlin Interactive Limited and Take-Two Interactive Software Inc. in respect of Wild Metal Country.
7. Term Sheet for Software Property Licensing Agreement dated 13 January 1999 between Take-Two Interactive Software Inc., The Gathering of Developers and 3D Realms in respect of Max Payne.
8. License Agreement dated 10 March 1999 between Dare Sports Entertainment Company and Take-Two Interactive Software Inc. in respect of Evel Knievel.
9. License Agreement dated 1 April 1999 between High Speed Productions Inc. and Take-Two Interactive Software Inc. in respect of Thrasher.
10. Software Property Licensing Agreement dated 8 June 1999 between Gathering of Developers I Limited, Terminal Reality Inc., Edge of Reality Inc. and Take-Two Interactive Software Inc. in respect of Monster Truck Madness.
11. Development and Publishing Agreement dated 1 September 1999 between Take-Two Interactive Software Inc. and Z-AXIS Limited in respect of Thrasher.
12. Development and Publishing Agreement dated 13 October 1999 between Take-Two Interactive Software Inc. and Angel Studios Inc. in respect of Smugglers Run and Midnight Club.
13. Development and Publishing Agreement dated 1 November 1999 between Take-Two Interactive Software Inc, Gathering of Developers I Limited, Apogee Software Limited, and N-Space Inc. in respect of Duke Nukem.

14. Merchandise License Agreement dated 16 November 1999 between New Line Productions Inc. and Take-Two Interactive Software Inc. in respect of Austin Powers.
15. Development and Publishing Agreement dated 19 January 2000 between Take-Two Interactive Software Inc and N-Space Inc. in respect of Austin Powers.
16. Development and Publishing Agreement dated 10 February 2000 between Take-Two Interactive Software Inc and VIS Interactive p/c in respect of State of Emergency.
17. Development and Publishing Agreement dated 6 January 1996 (as amended) between BMG Music and Z-Axis Ltd in respect of World Soccer/Three Lions.
18. Interactive Production Agreement dated 9 March 1995 between Touch Interactive Limited, Astrion plc and BMG Interactive Entertainment International in respect of Plan Biosys.
19. Development and Publishing Agreement dated 1 March 1996 between BMG Music and Zombie LLC in respect of Spec Ops.
20. Development and Transfer Agreement dated 16 June 2000 between Bungie Software Products Corporation, Take-Two Interactive Software, Inc. and Alexander Seropian and Jason Jones in respect of Oni.
21. Development Agreement dated 22 May 1998 between Take-Two Interactive Software, Inc., DMA Design Limited and Gremlin Group PLC in respect of Grand Theft Auto 2.
22. Licence Agreement dated 16 June 2000 between Bungie Software Products Corporation and Take-Two Interactive Software, Inc. in respect of the Halo source code.
23. Development and Publishing Agreement dated 13 April 2000 between Take-Two Interactive Software, Inc. and Runecraft Ltd in respect of Caesars Palace 2.
24. Development, Licensing and Distribution Agreement dated 16 March 1995 between BMG Music and DMA Design Ltd (and various amendment agreements dated 1 November 1996, 22 January 1997, 25 June 1997, 30 January 1998) in relation to Grand Theft Auto. ^

SCHEDULE A**THE TITLES****Titles already released**

Title	Platform
Evel Knievel	Color Gameboy
GTA	Color Gameboy
GTA2	Dreamcast
Wild Metal	Dreamcast
Silicon Valley	Nintendo 64
Earthworm Jim	Nintendo 64
Monster Truck Madness	Nintendo 64
Darkstone	PC
GTA	PC
GTA London	PC
GTA Directors Cut	PC
GTA2	PC
Spec Ops	PC
Spec Ops 2	PC
GTA	Playstation
GTA London	Playstation
GTA Directors Cut	Playstation
GTA2	Playstation
Spec Ops	Playstation
Railroad Tycoon 2	Playstation
Monkey Hero	Playstation
Thrasher	Playstation
World Soccer/Three Lions	Playstation

Titles to be released

Title	Platform
Austin Powers – CGB#1	Color Gameboy
Austin Powers – CGB#2	Color Gameboy
Austin Powers – CGB#3	Color Gameboy
Austin Powers – CGB#4	Color Gameboy
Evel Knievel	Color Gameboy
GTA	Color Gameboy
GTA2	Color Gameboy
Austin Powers	Dreamcast
Dogs of War	Dreamcast
GTA2	Dreamcast
Wild Metal	Dreamcast
Max Payne	Dreamcast
GTA Crimeworld Online	Internet
Silicon Valley	Nintendo 64
Earthworm Jim	Nintendo 64
Monster Truck Madness	Nintendo 64
Darkstone	PC
GTA	PC
GTA London	PC
GTA Directors Cut	PC
GTA2	PC
GTA 2.5 – Miami 1986	PC
Plant/Biosys	PC
Spec Ops	PC
Spec Ops 2	PC
Darkstone	Playstation

GTA	Playstation
GTA London	Playstation
GTA Directors Cut	Playstation
GTA2	Playstation
GTA 2.5 – Miami 1986	Playstation
Spec Ops	Playstation
Railroad Tycoon 2	Playstation
Monkey Hero	Playstation
Thrasher	Playstation
World Soccer/Three Lions	Playstation
Assassin	Playstation 2
Austin Powers	Playstation 2
Caesar's Palace	Playstation 2
GTA 3D	Playstation 2
Manhunt	Playstation 2
Midnight Club	Playstation 2
Smugglers Run ^(Getaway)	Playstation 2
State of Emergency	Playstation 2
Duke Nukem	Playstation 2
Halo Engine PSX 2 Title	Playstation 2
Oni	Playstation 2

SCHEDULE E

None