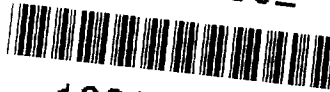


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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RE

TRADEMARK 102191835

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

ZOMBIE, LLC

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Limited Liability Company - Delaware

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

## 3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 8/23/2001

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

Name: Take-Two Interactive Software, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 575 BroadwayCity: New York State: NY Zip: 10012

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2377054Additional number(s) attached ☐ Yes ☒ No

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

Name: Raymond P. Mulry, Esq.

Internal Address: \_\_\_\_\_

Morrison Cohen Singer & Weinstein, LLPStreet Address: 750 Lexington AvenueCity: New York State: NY Zip: 100226. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

DO NOT USE THIS SPACE

## 9. Signature.

Raymond P. Mulry

Name of Person Signing

Signature

8/15/2002

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

08/16/2002 TDI A21 00000089 2377054

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40.00 OP

**TRADEMARK**  
**REEL: 2563 FRAME: 0890**

Execution Copy**ASSIGNMENT AND ASSUMPTION AGREEMENT**

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 23, 2001, by and between ZOMBIE, Inc. a Schware corporation ("Seller"), and TAKE TWO INTERACTIVE SOFTWARE, INC., a Delaware corporation ("Buyer").

**WITNESSETH:**

WHEREAS, simultaneously with the execution hereof, Buyer is acquiring all of Seller's right, title and interest in and to the software products known as Spec Ops and Spearhead (the "Products") including but not limited to source code, trademarks, trade names and copyrights and all other materials and properties and agreements with third parties of any kind and nature relating to the Products (the "Intellectual Property") from Seller in consideration of the payment of \$250,000.

NOW, THEREFORE, in consideration of the sale of the Intellectual Property, Buyer and Seller agree as follows:

1. Seller does hereby sell, convey, transfer, assign, and deliver to Buyer all of Seller's right, title, and interest in, to and under all now owned and hereafter acquired or existing Intellectual Property; *provided* that no sale, transfer, assignment and delivery shall be made of any or any material portion of any of the Intellectual Property if an attempted sale, assignment, transfer or delivery, without the consent of a third party, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Buyer or Seller thereunder.

2. Buyer does hereby accept all the right, title, and interest of Seller in, to, and under all of the Intellectual Property.

3. Title to Acquired Assets.

(a) The Seller has good and marketable title to, or valid interests in, all of the Intellectual Property, free and clear of all claims, mortgages, pledges, liens, encumbrances, security interests and adverse interests of every nature whatsoever ("Encumbrances") and the Intellectual Property is not the subject of any challenge. There have been no claims made and the Seller has no knowledge of any notice received or otherwise knows that any of the Intellectual Property is invalid or conflicts with the asserted rights of any other party.

(b) As a result of the transaction contemplated hereby, the Buyer will acquire Seller's entire interest in the Intellectual Property free of any adverse claim thereto and free and clear of any Encumbrances. The Seller has full power to sell, transfer, assign and deliver the Intellectual Property as provided in this Agreement.

3. The Seller hereby covenants and agrees that it will, at the request of the Buyer and without consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment (including without limitation assignments of registered trademarks and copyrights relating to the Products), and take such other action (including without limitation delivery of the source code relating to the Products simultaneously with the execution hereof), as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and

vest in, the Buyer, its successors and assigns, good, clear and marketable title to the Intellectual Property, to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Intellectual Property, and indemnifies and holds the Seller harmless for all losses or damages arising out of any breach by Seller of its representations, warranties and agreements hereunder.

4. The Publishing Agreement dated January 13, 1996, as amended between Seller and Buyer with respect to the Intellectual Property shall automatically terminate.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law rules of such state.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

WVL  
ZOMBIE, LLC, \_\_\_\_\_  
LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: C-CEO

TAKE TWO INTERACTIVE SOFTWARE, INC.

By: [Signature]  
Name: K. SUMNER  
Title: C.E.O.