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Form PTO-1594

(Rev. 10/02)

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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):

ROCKSTAR STUDIOS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: 5/26/04

2. Name and address of receiving party(ies)

Name: TAKE-TWO INTERACTIVE SOFTWARE, INC.

Internal

Address: _____

Street Address: 622 BROADWAY

City: NEW YORK State: NY Zip: 10012

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State NEW YORK
☐ 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) 2083042

TRADEMARK: "ROCKSTAR STUDIOS"

Additional number(s) attached ☐ Yes ☒ No

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

Name: DAVID LERNER, ESQ.

Internal Address: MORRISON COHEN SINGER

& WEINSTEIN, LLP

Street Address: 750 LEXINGTON AVENUE

City: NEW YORK State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

1

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

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Raymond P. Mulry
 Name of Person Signing

Raymond P. Mulry
 Signature

June 7, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 84

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

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TRADEMARK
 REEL: 002987 FRAME: 0349

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 26, 2004, is made by Rockstar Studios, Inc. a California corporation ("Assignor") to Take-Two Interactive Software, Inc. a New York corporation ("Assignee").

BACKGROUND

Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark "Rockstar Studios", bearing U.S. Registration No. 2083042, and all goodwill associated therewith (the "Registered Mark") and has agreed to assign the Registered Mark to Assignee, in accordance with the terms and conditions set forth in this Assignment.

Pursuant to that certain Settlement and Purchase Agreement, dated as of May 26, 2004, Assignee agreed to acquire from Assignor, all right, title and interest of Assignor in and to, among other things, the Registered Mark, the trademark "Rockstar Software" and the internet domain names "rockstar.com", "rockstarsoftware.com" and "rockstarstudios.com" together with the goodwill of the business symbolized thereby, (collectively with the Registered Mark, the "Marks").

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee, its successors and assigns, all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and the registration for the Registered Mark in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or further infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Registered Mark and to issue any and all renewals thereof to Assignee, its successors, assigns, nominees or other legal representatives. Assignor hereby represents and covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict with this Assignment.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney or attorneys of Assignor with full power of substitution, in the name of the Assignee or in the name of the Assignor, but by and on behalf and for the sole benefit of Assignee, to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable in order to assert ownership, receive, collect, or assert or enforce any right, title, benefit or interest of any kind in or to the Marks. Assignor agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written

Rockstar Studios, Inc.

By: Pete Szalay

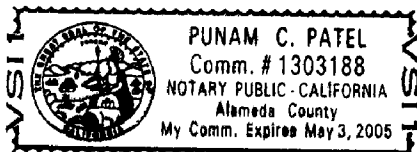
Its: CEO

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO

PETE G. SZALAY

On this 27th day of JUNE, 2004 there appeared before me PUNAM C. PATEL personally known to me, who acknowledged that he signed the foregoing Assignment, as the CEO of ROCKSTAR STUDIOS, INC. as his voluntary act and deed



Pete Szalay
Notary Public

My Commission Expires: MAY 3 2005