

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mad Doc Software, LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Take-Two Interactive Software, Inc.		
Street Address:	622 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78892399	RUIN	
Serial Number:	78868202	RUIN	
Registration Number:	2986264		
Registration Number:	2743996	MAD DOC	
Registration Number:	2962073	MAD DOC	
Registration Number:	2986265	MAD DOC	
Registration Number:	2999000	MAD DOC SOFTWARE	
Registration Number:	3184355		
Registration Number:	2986263	MAD DOC SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	(212)489-8340		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 489-8230		
Email:	allienicholson@dwt.com, boycr@dwt.com, david@dwt.com		

CH \$240.00 78892399

900104377

TRADEMARK
REEL: 003761 FRAME: 0865

Correspondent Name: Alexandra Nicholson, Esq.
Address Line 1: 1633 Broadway, 27th Floor
Address Line 4: New York, NEW YORK 10019-6708

ATTORNEY DOCKET NUMBER:	84453-1 MAD DOC ASSIGNMEN
-------------------------	---------------------------

NAME OF SUBMITTER:	Alexandra Nicholson, Esq.
--------------------	---------------------------

Signature:	/Alexandra Nicholson/
------------	-----------------------

Date:	04/17/2008
-------	------------

Total Attachments: 4
source=Mad Doc Software Assignment#page1.tif
source=Mad Doc Software Assignment#page2.tif
source=Mad Doc Software Assignment#page3.tif
source=Mad Doc Software Assignment#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT is made as of the 31st day of March, 2008, by and between Mad Doc Software, LLC, a Delaware limited liability company ("Assignor"), and Take-Two Interactive Software, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks and applications or registrations therefor (collectively, the "Trademarks") listed on the attached Schedule A;

WHEREAS, Assignee is purchasing the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

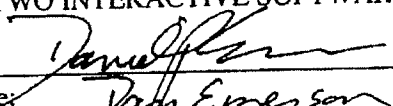
MAD DOC SOFTWARE, LLC

By: _____

Name:

Title:

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: 

Name:

Title:

Dan Emerson
VP

TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT is made as of the 31st day of March, 2008, by and between Mad Doc Software, LLC, a Delaware limited liability company ("Assignor"), and Take-Two Interactive Software, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks and applications or registrations therefor (collectively, the "Trademarks") listed on the attached Schedule A;

WHEREAS, Assignee is purchasing the Trademarks from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.
2. Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

MAD DOC SOFTWARE, LLC

By: 

Name: Ian Davis

Title: Manager




TAKE-TWO INTERACTIVE SOFTWARE, INC.

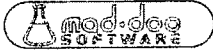
By: _____

Name: _____

Title: _____

SCHEDULE A

	EAPD Matter No.	Mark	Class	Jurisdiction	Application No. / Filing Date	Registration Number / Date	Status	Next Renewal Date
1.	59656/2	 FLASK DESIGN	25, 28, 41	US	78/279,080 25-Jul-2003	2986264 16-Aug-2005	Registered	16-Aug- 2015
2.	56473	MAD DOC	IC 009	Australia	955124 23-May-2003	955124 08-Jan-2004	Registered	23-May- 2013
3.	56473/1	MAD DOC	09	Canada	117881200 23-May-2003	TMA0637092 11-Apr-2005	Registered	11-Apr- 2020
4.	56473/2	MAD DOC	09, 35, 36, 38, 41, 42	Canada	118957200 03-Sep-2003	TMA0702960 12-Dec-2007	Registered	12-Dec- 2022
5.	56473	MAD DOC	09, 25, 41, 42	European Community	EC003239167 18-Jun-2003	3239167 23-Dec-2004	Registered	18-Jun- 2013
6.	56473/1	MAD DOC	009	US	76/315,831 21-Sep-2001	2743996 29-Jul-2003	Registered	29-Jul- 2013
7.	56473/3	MAD DOC	42	US	78/279,103 25-Jul-2003	2962073 14-Jun-2005	Registered	14-Jun- 2015
8.	56473/2	MAD DOC	25, 28, 41	US	78/279,091 25-Jul-2003	2986265 16-Aug-2005	Registered	16-Aug- 2015
9.	59655/1	 MAD DOC SOFTWARE AND Design	009, 042	US	78/279,045 25-Jul-2003	2999000 20-Sep-2005	Registered	20-Sep- 2015
10.	59656/1	 miscellaneous design (beaker)	009, 042	US	78/279,064 25-Jul-2003	3184355 12-Dec-2006	Registered	12-Dec- 2016

	EAPD Matter No.	Mark	Class	Jurisdiction	Application No. / Filing Date	Registration Number / Date	Status	Next Renewal Date
11.	59655/2	 MAD DOC SOFTWARE PILL (LOGO)	25, 28, 41	US	78/279,053 25-Jul-2003	2986263 16-Aug-2005	Registered	16-Aug- 2015
12.		RUIN	009, 041	European Community	EC005408621 23-Oct-2006	5408621	Pending	
13.	56473	RUIN	009, 041	US	78/892399 25-May-2006		Published 24-Apr- 2007	
14.	65459	RUIN	009, 041	US	78/868202 24-Apr-2006		Published 17-Apr- 2007	