

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
Empire Media Enterprises, Inc.		11/11/2008	CORPORATION: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Serial Number:	77472521	GRAND THEFT AUTO: THE MOVIE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2129096000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Andrew M. Cohen, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22661-2007		
NAME OF SUBMITTER:	Andrew M. Cohen, Esq.		
Signature:	/Andrew M. Cohen/		
Date:	11/12/2008		

CH 77472521 \$40.00

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TRADEMARK
REEL: 003886 FRAME: 0898

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK APPLICATION AND TRADEMARK

THIS ASSIGNMENT OF TRADEMARK APPLICATION AND TRADEMARK (the "Assignment") is hereby made as of November 10, 2008, by Empire Media Enterprises, Inc., a corporation duly organized and existing under the laws of the State of California ("Assignor") to Take-Two Interactive Software, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Settlement Agreement, dated as of November 10, 2008 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor is the owner of a trademark application ("Application") for the mark GRAND THEFT AUTO: THE MOVIE bearing serial number 77/472521 (the "Assigned Mark"); and

WHEREAS, pursuant to the Agreement, Assignor will assign all its right, title and interest in and to the Application and the Assigned Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby convey, transfer, assign, sell and deliver to Assignee all right, title and interest of Assignor in and to the Application and the Assigned Mark, including, without limitation, all common-law rights, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

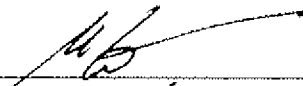
Assignor hereby agrees that Assignor will and will cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances, and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York without regard to conflict of law principles.

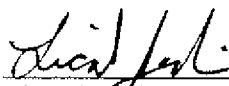
Assignor and Assignee hereby consent to the personal jurisdiction of the state and federal courts in New York for any dispute arising from or relating to this Assignment, and agree that exclusive venue for litigation of any such dispute shall be in the Southern District of New York or the courts of the County of New York, State of New York.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: 
Name: Gina Fieser
Title: VP. + AVC TAKE TWO
Date: 11/11/08

EMPIRE MEDIA ENTERPRISES, INC.

By: 
Lionel Jenkins
President

Date: November 10, 2008