# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---|---|
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Bank of America, N.A., as Collateral Agent | | 02/13/2009 | National Banking Association: |

## 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: 2

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2679975 | MAX PAYNE |
| Registration Number: | 2967478 | MAX PAYNE |

## CORRESPONDENCE DATA

Fax Number: (212)489-8340

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-603-6438
Email: colleenkeegan@dwt.com
Correspondent Name: Davis Wright Tremaine LLP
Address Line 1: 1633 Broadway
Address Line 4: New York, NEW YORK 10019

| ATTORNEY DOCKET NUMBER: | 084453-001262 |
|---|---|
| NAME OF SUBMITTER: | Colleen M. Keegan |
| Signature: | /Colleen M. Keegan/ |

| Date: | 03/02/2009 |
|---|---|

Total Attachments: 3
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# RELEASE OF NOTICE OF GRANT OF
# SECURITY INTEREST IN TRADEMARKS

Release of Notice of Grant of Security Interest in Trademarks (this "Release"), dated as of the 13th day of February, 2009, made by **Bank of America, N.A., as Collateral Agent**, (hereinafter the "Administrative Agent"), in favor of **Take-Two Interactive Software, Inc.** (hereinafter the "Pledgor").

## R E C I T A L S

A.      The Pledgor and Administrative Agent entered into a certain Notice of Grant of Security Interest in Trademarks, dated as of **August 28, 2002** and recorded with the United States Patent & Trademark Office on **October 21, 2002** at **Reel 2604, Frame 0657** (the "Agreement"); capitalized terms used herein and not defined shall have the meanings set forth in the Agreement, pursuant to which the Pledgor granted to Administrative Agent a lien on and security interest in certain Trademark Collateral owned by the Pledgor.

B.      In accordance with the terms of the Agreement, the Pledgor has satisfied all of its outstanding obligations under the Agreement and, in connection therewith, the Pledgor has requested Administrative Agent to release, and Administrative Agent has agreed to release, its lien on all trademark collateral pledged pursuant to the Agreement.
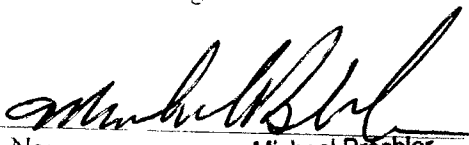
## A G R E E M E N T

Administrative Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all trademark collateral, including without limitation, the trademarks identified on Exhibit A annexed hereto (collectively, the "Released Collateral"), the goodwill associated with and symbolized by the trademarks identified on Exhibit A, and all liens, security interests, charges or other encumbrances in favor of Administrative Agent in the Released Collateral shall hereby terminate and revert to the Pledgor and all right, title and interest of Administrative Agent in the Released Collateral will hereby cease, terminate and become void.

[SIGNATURE PAGE FOLLOWS]

**TRADEMARK
REEL: 003944 FRAME: 0810**

IN WITNESS WHEREOF, this Release has been executed as of the date first written above.

Bank of America, N.A., as Collateral Agent
as Administrative Agent

By: _____
    Name:            Michael Brashler
    Title:             Vice President

[Release of Notice of Grant of Security Interest in Trademarks Signature Page]

DWT 12315401v1 0084453-000001

# EXHIBIT A

## TRADEMARKS BEING RELEASED

(Security Interest: Bank of America, N.A., as collateral agent,
Signed: Aug. 28, 2002, Recorded: Oct. 21, 2002. R/F 2604/0657)

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date | Int. Class |
|---|---|---|---|---|
| MAX PAYNE | U.S. Federal | 76268400 Jun. 6, 2001 | 2679975 Jan. 28, 2003 | 9 16 |
| MAX PAYNE | U.S. Federal | 76268401 Jun. 6, 2001 | 2967478 Jul. 12, 2005 | 28 |