

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST GRANT															
CONVEYING PARTY DATA																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Take-Two Interactive Software, Inc.</td> <td></td> <td>04/19/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Take-Two Interactive Software, Inc.		04/19/2010	CORPORATION: DELAWARE								
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Wells Fargo Capital Finance, Inc. (F/K/A Wells Fargo Foothill Inc.), agent</td> </tr> <tr> <td>Street Address:</td> <td>1100 Abernathy Road</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1600</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30328</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	Wells Fargo Capital Finance, Inc. (F/K/A Wells Fargo Foothill Inc.), agent	Street Address:	1100 Abernathy Road	Internal Address:	Suite 1600	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30328	Entity Type:	CORPORATION: DELAWARE		
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PROPERTY NUMBERS Total: 4																
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CORRESPONDENCE DATA																
<p>Fax Number: (212)593-5955 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-756-2552 Email: marisa.davidson@srz.com Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP Address Line 1: 919 Third Avenue Address Line 2: 22nd Floor Address Line 4: New York, NEW YORK 10022</p>																
ATTORNEY DOCKET NUMBER:	025983-0139															

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900160084

TRADEMARK
REEL: 004189 FRAME: 0288

NAME OF SUBMITTER:	Marisa Davidson (025983-0139)
Signature:	/kc for md/
Date:	04/20/2010
Total Attachments: 3 source=Trademark Security Interest Grant for Take-Two Interactive Software#page1.tif source=Trademark Security Interest Grant for Take-Two Interactive Software#page2.tif source=Trademark Security Interest Grant for Take-Two Interactive Software#page3.tif	

CONFIRMATION OF SECURITY INTEREST GRANT

(TRADEMARKS)

WHEREAS, the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors"), hold all right, title and interest in the trademarks listed on the annexed Schedule 1A, which trademarks are pending in the United States Patent and Trademark Office (the "New Trademarks");

WHEREAS, each Grantor has entered into a Trademark Security Agreement dated as of July 3, 2007 (as amended or otherwise modified from time to time, (the "Trademark Security Agreement"), in favor of WELLS FARGO CAPITAL FINANCE, INC. (F/K/A/ WELLS FARGO FOOTHILL INC.) (the "Agent");

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has granted to the Agent, for the benefit of the Lender Group and the Bank Product Providers (as defined in the Trademark Security Agreement) a continuing first priority security interest in all right, title and interest of such Grantor in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all of such Grantor's Trademarks (as defined in the Trademark Security Agreement) and rights in and to Trademark Intellectual Property Licenses (as defined in the Trademark Security Agreement) to which it is a party; (ii) all restorations, reversions or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Trademark or any Trademark licensed under any Intellectual Property License, to secure the payment and performance of the Secured Obligations (as defined in the Trademark Security Agreement);

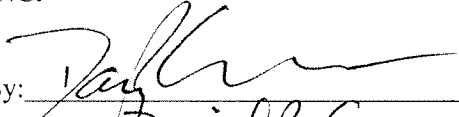
WHEREAS, Grantor has created or acquired the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby confirms, acknowledges and affirms its grant to the Agent of a security interest in the Trademark Collateral, including, without limitation, in the New Trademarks, to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral, including, without limitation, the New Trademarks, are more fully set forth in the Security Agreement (as defined in the Trademark Security Agreement), the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Confirmation of Security Interest Grant (Trademarks) to be duly executed by its officer thereunto duly authorized as of April 19, 2010.

**TAKE-TWO INTERACTIVE SOFTWARE,
INC.**

By: 
Name: Daniel P. Emerson
Title: Sr + Assoc. General Counsel

SCHEDULE 1A TO CONFIRMATION OF SECURITY INTEREST GRANT
(TRADEMARKS)

(TRADEMARK APPLICATIONS)

COUNTRY	Trademark	Serial No.	Class(es)	STATUS
UNITED STATES	BEATERATOR and Design	77/853,744	25	Pending
UNITED STATES	BEATERATOR and Design	77/853,742	9,16	Pending
UNITED STATES	BEATERATOR and Design	77/853,741	41,42	Pending
UNITED STATES	2K PLAY and Design	77/856,264	9,16,41	Pending