

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATION OF SECURITY INTEREST GRANT - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Take-Two Interactive Software, Inc.		06/03/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85264726	LINKS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		
ATTORNEY DOCKET NUMBER:	025983-0139		
NAME OF SUBMITTER:	Marisa Davidson (025983-0139)		
Signature:	/kc for md/		

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TRADEMARK
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Date:

06/07/2011

Total Attachments: 3

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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 June 3 2011.

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

By: 

Name: Daniel Emerson

Title: SVP - AGC

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

(TRADEMARK APPLICATIONS)

COUNTRY	Trademark	Serial No.	Class(es)	STATUS
UNITED STATES	LINKS	85/264,726	009, 016, 041	Pending