

TRADEMARK ASSIGNMENT

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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.		10/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE INC.		
Street Address:	1 Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3956411	R EST. 1998 ROCKSTAR WAREHOUSE	
Serial Number:	85204403	ROCKSTAR GAMES	
Serial Number:	85433912	OUTLAWS TO THE END	
Serial Number:	85371750	CIV WORLD	
Serial Number:	85371777	CIVILIZATION WORLD	
Serial Number:	85374189	DEAD EYE	
Serial Number:	85419485	ROCKSTAR STUDIOS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
Phone:	(212) 756-2552		
Email:	marisa.davidson@srz.com		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

CH \$190.00 3956411

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TRADEMARK
 REEL: 004643 FRAME: 0906

Correspondent Name: Marisa J. Davidson
Address Line 1: Schulte Roth & Zabel, 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 025983.0139

NAME OF SUBMITTER: Marisa J. Davidson

Signature: /RS for MJD/

Date: 10/18/2011

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/ka/ 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 October 7, 2011.

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

By: 

Name: Daniel Emerson

Title: SVP & AGC

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

(TRADEMARK REGISTRATIONS)

COUNTRY	Trademark	Reg. No.	Reg. Date	STATUS
UNITED STATES	ROCK STAR WAREHOUSE (Logo)	3,956,411	05/10/2011	Registered

(TRADEMARK APPLICATIONS)

COUNTRY	Trademark	App. No.	App. Date	STATUS
UNITED STATES	ROCKSTAR GAMES	85/204,403	12/22/2010	Pending
UNITED STATES	OUTLAWS TO THE END	85/433,912	09/28/2011	Pending
UNITED STATES	CIV WORLD	85/371,750	07/14/2011	Pending
UNITED STATES	CIVILIZATION WORLD	85/371,777	07/14/2011	Pending
UNITED STATES	DEAD EYE	85/374,189	07/18/2011	Pending
UNITED STATES	ROCKSTAR STUDIOS	85/419,485	09/09/2011	Pending