## 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
Take-Two Interactive Software, Inc.		12/21/2009	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SYNNEX Corporation	
Street Address:	44201 Nobel Drive	
City:	Fremont	
State/Country:	CALIFORNIA	
Postal Code:	94538	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3222180	JACK OF ALL GAMES	
Registration Number:	3222179	JG JACK OF ALL GAMES	

#### **CORRESPONDENCE DATA**

Fax Number: (650)812-3444 Phone: (650) 812-34

Email: jwhite@carrferrell.com, shernandez@carrferrell.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Joi A. White

Address Line 1: 120 Constitution Drive

Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	T-2890/2 US
NAME OF SUBMITTER:	Joi A. White
Signature:	/Joi A. White/

TRADEMARK
REEL: 004693 FRAME: 0511

P \$65.00 3222180

Date:	01/06/2012
Total Attachments: 4 source=Take-Two Interactive Trademark Assource=Take-Two Interacti	signment (00537422)#page2.tif signment (00537422)#page3.tif

### TRADEMARK ASSIGNMENT

This Assignment is made between JACK OF ALL GAMES, INC., a New York corporation, JACK OF ALL GAMES (CANADA), INC., an Ontario corporation and TAKE-TWO INTERACTIVE SOFTWARE, INC., a Delaware corporation (collectively, "<u>Assignor</u>"), and SYNNEX CORPORATION, a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor owns the registrations on the Principal Register of the United States Patent and Trademark Office and the registrations in the foreign jurisdictions as listed on the Schedule attached hereto, all applications pertaining thereto, and all goodwill associated therewith (collectively the "Marks"); and

WHEREAS, by an Asset Purchase Agreement, dated December 2, 2009 (the "Purchase Agreement"), effective as of the Closing under the Purchase Agreement (the "Closing"), Assignor agreed to assign to Assignee and Assignee agreed to accept the assignment of all rights in the Marks.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, effective as of the Closing, all its right, title and interest in and to the Marks and all of the goodwill associated therewith together with the right to recover damages and profits and all other remedies for past infringements thereof.

Effective as of the Closing, Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Effective as of the Closing, Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Effective as of the Closing, Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the Marks known to Assignor.

This Agreement shall automatically terminate and be of no force and effect if the Purchase Agreement is terminated in accordance with its terms and the Closing does not occur.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this  $\ge 1$  day of December, 2009.

		TAKE-TWO INTERACTIVE SOFTWARE, INC.
		By:  Name: Karl Slatoff  Title: Executive Vice President
		JACK OF ALL GAMES, INC.
		By: <u>Name: Lairiue Gruskin</u> Title: CFO
4	·	JACK OF ALL GAMES (CANADA), INC.
		By: Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z
STATE OF	)	7.1.001. 1.500.1.50
	)	
COUNTY OF		
On this da	y ofknown to me to !	, 20_, personally appeared before me beof, who strument as a free act on behalf of
acknowledged that nevs	ne signed this ins	strument as a tree act on behalf of
		Notary Public My commission expires:

[Signature Page to Trademark Assignment]

## AGREED AND ACKNOWLEDGED:

SYNNEX CORPORATION

Name:

Title:

Simon Y. Leung General Counsel and Corporate Secretary

[Signature Page to Trademark Assignment]

# **Schedule**

Country	Trademark	Registration Number	Class(es)	Status
Australia	JACK OF ALL GAMES	787111	9, 35	Registered
Australia	JACK OF ALL GAMES	787088	9, 35	Registered
European Union	JACK OF ALL GAMES and Design	1086289	9, 16, 28	Registered
European Union	JG JACK OF ALL GAMES and Design	3556156	9, 16, 28	Registered
United States	JACK OF ALL GAMES	3,222,180	35, 38	Registered
United States	JACK OF ALL GAMES	3,222,179	35, 38	Registered

**RECORDED: 01/06/2012**