

07-05-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102144941

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

7-5-02

1. Name of conveying party(ies): APOGEE SOFTWARE, LTD. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) TAKE TWO INTERACTIVE SOFTWARE, INC. Internal Address: Street Address: 575 Broadway City: New York State: NY Zip: 10012 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76-256202, 76-256203, 76-261812, 76-261202, 76-268400, 76-268401, 76-268402, 75-330715 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: RAYMOND P. MULRY, ESQ. MORRISON COHEN SINGER & WEINSTEIN, LLP Internal Address: Street Address: 750 Lexington Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41).....\$ 215.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Raymond P. Mulry Signature Date June 19, 2002

07/05/2002 TBIAZ1 00000141 76256202 01 FC:481 02 FC:482 40.00 OP 175.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002537 FRAME: 0887

ASSIGNMENT OF UNITED STATES REGISTERED TRADEMARKS

This ASSIGNMENT OF UNITED STATES REGISTERED TRADEMARKS is made and entered into as of the 21st day of May, 2002 by APOGEE SOFTWARE, LTD. D/B/A 3D REALMS, a Texas limited partnership having a place of business at 3960 Broadway, Suite 235, Garland, Texas 75403 ("Apogee") and REMEDY ENTERTAINMENT, LTD., a Finnish Corporation having a place of business at Kappelitie 6 02200, Espoo, Finland ("Remedy" and together with Apogee, the "Assignors" and individually, each an "Assignor"), in favor of TAKE TWO INTERACTIVE SOFTWARE, INC., a Delaware corporation with principal offices at 575 Broadway, New York, New York 10012 ("Assignee").

WHEREAS, Assignors have adopted, used and have been using the trademarks registered in the United States Patent and Trademark Office that are listed in Exhibit A attached hereto (the "Marks");

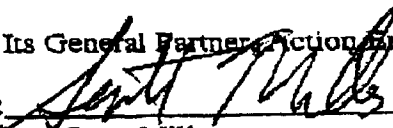
WHEREAS, pursuant to an Asset Purchase Agreement dated May 20, 2002 by and between Assignors and Assignee (the "Asset Purchase Agreement"), Assignee will, inter alia, acquire from Assignors, the Assets (as defined in the Asset Purchase Agreement) including the Marks; and

WHEREAS, Assignee is desirous of acquiring the Marks and the registrations thereof, in accordance with the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby grant, assign, sell and transfer to Assignee and its successors and assigns, Assignors' entire right, title, interest and ownership in and to the Marks and said registrations, together with the goodwill of the business symbolized by the Marks and all rights, privileges, claims, causes of action and options relating or pertaining to the Marks.

APOGEE SOFTWARE, LTD.,

By Its General Partner, Remedy Entertainment, Inc.

By: 
 Name: Scott Miller
 Title: CEO

REMEDY ENTERTAINMENT, LTD

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On this 21ST day of MAY, 2002, before me personally appeared
SCOTT MILLER who, being by me duly sworn, did depose and say that that [s]he is
CEO of ACTION ENTERTAINMENT, INC., that [s]he is authorized to execute
the foregoing assignment on behalf of said corporation and that [s]he did so by authority of said
corporation.



Steven Blackburn
Notary Public

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WHEREAS, Assignors have adopted, used and have been using the trademarks registered in the United States Patent and Trademark Office that are listed in Exhibit A attached hereto (the "Marks");

WHEREAS, pursuant to an Asset Purchase Agreement dated May 20, 2002 by and between Assignors and Assignee (the "Asset Purchase Agreement"), Assignee will, inter alia, acquire from Assignors, the Assets (as defined in the Asset Purchase Agreement) including the Marks; and

WHEREAS, Assignee is desirous of acquiring the Marks and the registrations thereof, in accordance with the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby grant, assign, sell and transfer to Assignee and its successors and assigns, Assignors' entire right, title, interest and ownership in and to the Marks and said registrations, together with the goodwill of the business symbolized by the Marks and all rights, privileges, claims, causes of action and options relating or pertaining to the Marks.

APOGEE SOFTWARE, LTD.,

By Its General Partner, Action Entertainment, Inc.

By: _____
Name: _____
Title: _____

REMEDY ENTERTAINMENT, LTD

By: [Signature]
Name: MATTIAS MYLLYRANTA
Title: BUSINESS & FIN. Dir.