

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

102144942

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

7-3:00

1. Name of conveying party(ies): REMEDY ENTERTAINMENT, LTD. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Finnish corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

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

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,523,857

Additional number(s) attached Yes No

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

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41) \$ 40.00 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

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

07/05/2002 TDIAZI 00000140 2523857 01 FC:481 40.00 DP

TRADEMARK REEL: 002537 FRAME: 0891

**ASSIGNMENT OF UNITED STATES REGISTERED TRADEMARKS**

This ASSIGNMENT OF UNITED STATES REGISTERED TRADEMARKS is made and entered into as of the 21<sup>st</sup> 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

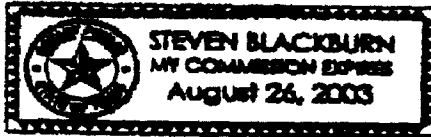
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

On this 21<sup>ST</sup> 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

**ASSIGNMENT OF UNITED STATES REGISTERED TRADEMARKS**

This ASSIGNMENT OF UNITED STATES REGISTERED TRADEMARKS is made and entered into as of the 21<sup>st</sup> 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 Kappelite 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, Action Entertainment, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

REMEDY ENTERTAINMENT, LTD

By: *Markus Myllyraune*  
Name: MARKUS MYLLYRAUNE  
Title: BUSINESS & FIN. Dir.

## SCHEDULE A

<u>Trademark</u>	<u>International Class</u>	<u>Registration/Serial No.</u>
Nothing to Lose	9	76-256202
Nothing to Lose	41	76-256203
Bullet Time	9	76-261812
Bullet Time	28	76-261202
Max Payne	9, 16	76-268400
Max Payne	28	76-268401
Max Payne	41	76-268402
Max Payne	9,16,28,41	75-330715
MAX-FX Technology	9, 42	2,523,857