

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Take Two Interactive Software, Inc.	03/13/2009

RECEIVING PARTY DATA	
Name:	Another Game Company LP
Street Address:	622 Broadway
Internal Address:	Attn. Sam Houser
City:	New York
State/Country:	NEW YORK
Postal Code:	10012

Name:	Sam Houser
Street Address:	622 Broadway
Internal Address:	c/o Take-Two Interactive Software, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10012

Name:	Dan Houser
Street Address:	622 Broadway
Internal Address:	c/o Take-Two Interactive Software, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10012

Name:	Leslie Benzies
Street Address:	622 Broadway
Internal Address:	c/o Take-Two Interactive Software, Inc.
City:	New York
State/Country:	NEW YORK

CH \$280.00 12195410

Postal Code: 10012

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12195410
Application Number:	12195399
Application Number:	12195377
Application Number:	11942702
Application Number:	11944593
Application Number:	11944602
Application Number:	11335817

CORRESPONDENCE DATA

Fax Number: (212)492-0603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123733603
Email: lsilber@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Lindsay N. Silber
Address Line 1: 1285 Avenue of the Americas
Address Line 2: c/o Paul, Weiss, LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 18718-001

NAME OF SUBMITTER: Lindsay N. Silber

Total Attachments: 6
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 13th day of March, 2009, by and between Take Two Interactive Software, Inc., a Delaware corporation ("Grantor") and Sam Houser, an individual, as agent ("Agent") for the benefit of Another Game Company LP, a Delaware Limited Partnership ("AGC LP"), Leslie Benzies, an individual ("Benzies"), Sam Houser, an individual ("Sam") and Dan Houser, an individual (together with AGC LP, Benzies and Sam the "Secured Parties" and each individually "Secured Party").

WITNESSETH:

WHEREAS, pursuant to those certain Employment Agreements (as defined in the Security Agreement (hereinafter defined)) the Secured Parties have agreed to extend certain financial accommodations to the Debtors (as defined in the Security Agreement) by permitting the Debtors to make, among other things, the payment of certain amounts over time; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Debtors as provided for in the Employment Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, that certain Security Agreement dated as of March 13, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party, including those Patents referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutions, extensions or renewals of, and improvements on, of the foregoing; and

(c) 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 Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and in the event of any conflict between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new patent rights as required by Section 6(f)(iv) of the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Document refer to this Patent Security Agreement or such other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders,

and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations that, at such time, are allowed by the applicable Secured Party to remain outstanding. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Patent Agreement by and through their duly authorized officers, as of the day and year first above written.

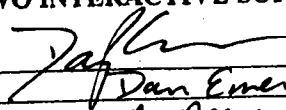
GRANTOR:

TAKE TWO INTERACTIVE SOFTWARE, INC.

By: _____

Name: _____

Title: _____

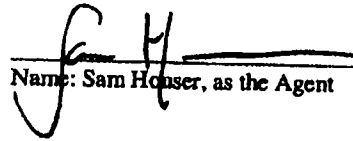


Dan Emerson

VP, Assoc. GC & Sec.

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

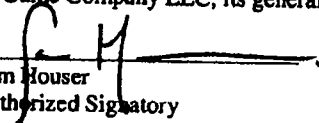
AGENT:

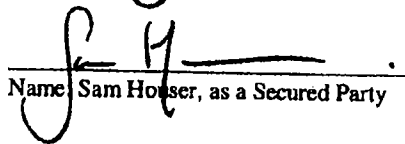

Name: Sam Houser, as the Agent

ACKNOWLEDGED AND AGREED:

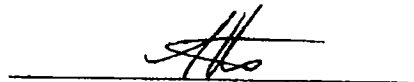
ANOTHER GAME COMPANY LP, as a Secured Party

By: Another Game Company LLC, its general partner

By: 
Name: Sam Houser
Title: Authorized Signatory


Name: Sam Houser, as a Secured Party


Name: Dan Houser, as a Secured Party


Name: Leslie Benzies, as a Secured Party

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Invention Title	Application No.	Filing Date
Systems and Method for Fast Real-Time Rendering of Multiple Light Sources	12/195,410	August 20, 2008
Systems and Method for Reproduction of Shadows from Multiple Incident Light Sources	12/195,399	August 20, 2008
Systems and Method for Visualization of Fluids	12/195,377	August 20, 2008
System and Method for Calculating Multi-Resolution Dynamic Ambient Occlusion	11/942,702	November 19, 2007
Systems and Methods for Fast Simulation and Visualization of Sparse Fluids	11/944,593	November 23, 2007
System and Method for Real-Time Pose-Based Deformation of Character Models	11/944,602	November 23, 2007
Music Creator for a client-server environment	11/335,817	January 20, 2006