

11-15-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101517104

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002174 FRAME: 0626

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

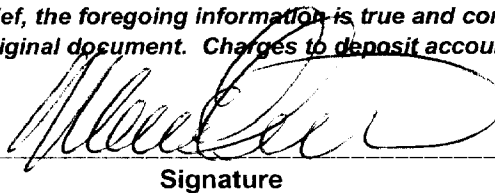
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marc E. Fineman
Name of Person Signing


Signature

October 31, 2000
Date Signed

TRADEMARK ASSIGNMENT


WHEREAS, Bungie Software Products Corporation, an Illinois corporation having a place of business at 350 West Ontario, Seventh Floor, Chicago, Illinois 60610 ("Assignor"), is the owner of the Trademarks described on Schedule A attached hereto and more particularly described below (the "Trademarks"); and

WHEREAS, Take-Two Interactive Software, Inc., a Delaware corporation having a place of business at 575 Broadway, New York, New York 10012 ("Assignee"), desires to acquire Assignor's right, title and interest in, to and under the Trademarks, together with all Registrations and Applications for Registration thereof;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, its entire right, title and interest, in, to and under the Trademarks and any Registrations and Applications for Registration thereof in the United States and worldwide (collectively, "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, as well as the right to sue and recover for past infringements of said Trademarks or injury to said good will, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made but subject to the limited rights reserved to Assignor pursuant that certain Intellectual Property Assignment and Agreement dated the date hereof by and between Assignor and Assignee. Assignor further agrees to execute any and all documents and do any such further acts that shall be reasonably required for Assignee to secure the rights herein assigned. Assignor further covenants that it has full right and authority to assign and convey its entire right, title and interest herein assigned.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by a duly authorized officer, as of this 16th day of June, 2000.

BUNGIE SOFTWARE PRODUCTS CORPORATION

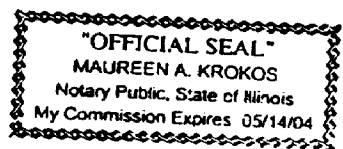
By: 
Its: CEO

STATE OF Illinois)
) SS
COUNTY OF Cook)

Subscribed and sworn to before me this 16 day of June, 2000.


Notary Public

My Commission Expires: 5/14/2004



SCHEDULE A

Trademark registrations and pending applications for trademark registration:

Country	Reg/Sn	Mark	Filed/Registered	Status	Expiration
UK	® 2,149,538	MYTH, THE FALLEN LORDS	29Oct97	Issued	29Oct2007
USA	® 2,189,992	MYTH, THE FALLEN LORDS	15Sep98	Issued	15Sep2008

Common law trademark and service mark rights in the following source-indicating designations:

MYTH: THE TOTAL CODEX

MYTH II: SOULBLIGHTER

TRADEMARK ASSIGNMENT


WHEREAS, Bungie Software Products Corporation, an Illinois corporation having a place of business at 350 West Ontario, Seventh Floor, Chicago, Illinois 60610 ("Assignor"), is the owner of the Trademarks described on Schedule A attached hereto and more particularly described below (the "Trademarks"); and

WHEREAS, Take-Two Interactive Software, Inc., a Delaware corporation having a place of business at 575 Broadway, New York, New York 10012 ("Assignee"), desires to acquire Assignor's right, title and interest in, to and under the Trademarks, together with all Registrations and Applications for Registration thereof;

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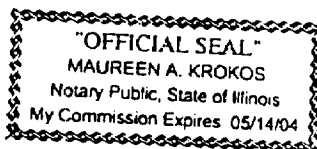
By: 
Its: C.F.O.

STATE OF Illinois)
) SS
COUNTY OF Cook)

Subscribed and sworn to before me this 16 day of June, 2000.


Notary Public

My Commission Expires: 5/14/2004



Schedule A

- The following trademark registrations and pending applications for trademark registration are owned by the Company:

Country	Reg/Sn	Mark	Filed/Registered	Status	Expiration
USA	Sn 75-570,211	ONI	14Oct98	Allowed	