

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
The 3DO Company		09/05/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TAKE-TWO INTERACTIVE SOFTWARE, INC.
Street Address:	622 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2380514	ARMY MEN
Registration Number:	2339736	ARMY MEN
Registration Number:	2511288	ARMY MEN AIR ATTACK
Registration Number:	2517907	GENERAL PLASTRO
Serial Number:	76171003	PORTAL RUNNER
Registration Number:	2365786	REAL COMBAT. PLASTIC MEN.
Registration Number:	2328384	REAL COMBAT. PLASTIC MEN.
Registration Number:	2476738	SARGE'S HEROES
Registration Number:	2530364	SERGEANT HAWK
Registration Number:	2566033	VIKKI GRIMM

CORRESPONDENCE DATA

Fax Number: (212)801-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: elingsr@gtlaw.com

CH \$265.00 2380514

Correspondent Name: Roxanne Elings, Greenberg Traurig LLP
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	21995.010200
NAME OF SUBMITTER:	Roxanne Elings
Signature:	/Roxanne Elings/
Date:	12/01/2005

Total Attachments: 10

source=assignment agreement#page1.tif
source=assignment agreement#page2.tif
source=assignment agreement#page3.tif
source=assignment agreement#page4.tif
source=assignment1#page1.tif
source=assignment1#page2.tif
source=assignment1#page3.tif
source=assignment1#page4.tif
source=assignment1#page5.tif
source=assignment1#page6.tif

Exhibit A-1**Form of Assumption Agreement****ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this ___ day of September, 2003, by and among The 3DO Company, a Delaware corporation, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan (hereinafter referred to as "Assignor"), and Crave Entertainment, Inc, a California corporation and Take-Two Interactive Software, Inc. (hereinafter referred to as "Assignees").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of September [2], 2003 (hereinafter referred to as the "Purchase Agreement"), by and between Assignees and Assignor, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignees certain intangible personal property included in the Purchased Assets and the Assumed Agreements (as such terms are defined in the Asset Purchase Agreement)(collectively hereinafter referred to as the "Assumed Assets") and Assignees have agreed to assume and become responsible for the Assumed Liabilities;


NOW, THEREFORE, the parties agree as follows:

1. In consideration of the transactions and mutual covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignees, its successors and assigns, all of the right, title and interest of Assignor in, to and under the Assumed Assets.
2. In consideration of the transactions and mutual covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignees hereby assume and become responsible for the Assumed Liabilities.
3. Assignees shall not assume or pay any debt, obligation or liability of any kind or nature (fixed or contingent, known or unknown) of Assignor, except as specifically provided in Section 2 of this Agreement.
4. This Agreement shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of California without regard to conflict-of-laws principles including all matters of construction, validity and performance.
5. Assignor and Assignees agree that they will, at the request of the other, make, execute and deliver all such further instruments, assignments and transfers and assurances and do such further acts as may be reasonably necessary and appropriate to give effect to the provisions set forth herein.
6. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignees of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement.
7. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

IN ITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

THE 3DO COMPANY, A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ITS WHOLLY-OWNED SUBSIDIARIES, THE 3DO COMPANY, A CALIFORNIA CORPORATION, 3DO EUROPE LIMITED, A CORPORATION ORGANIZED UNDER THE LAWS OF THE UNITED KINGDOM, AND STUDIO 3DO K.K., A CORPORATION ORGANIZED UNDER THE LAWS OF JAPAN

By: 
Name: David Wittenkamp
Title: Chief Financial Officer

ASSIGNEE:

CRAVE ENTERTAINMENT, INC.

By: _____
Name:
Title:

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

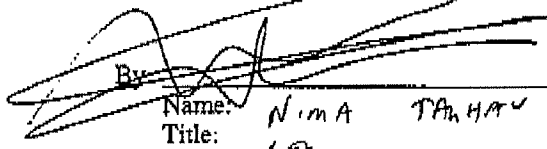
ASSIGNOR:

THE 3DO COMPANY, a Delaware corporation, on behalf of itself and its wholly-owned subsidiaries, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan

By: _____
Name:
Title:

ASSIGNEES:

CRAVE ENTERTAINMENT, INC.

By:  _____
Name: NIMA TAMHAWI
Title: CEO

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR:

THE 3DO COMPANY, a Delaware corporation, on behalf of itself and its wholly-owned subsidiaries, The 3DO Company, a California corporation, 3DO Europe Limited, a corporation organized under the laws of the United Kingdom, and Studio 3DO K.K., a corporation organized under the laws of Japan

By: _____
Name:
Title:

ASSIGNEES:

CRAVE ENTERTAINMENT, INC.

By: _____
Name:
Title:

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By:  _____
Name:
Title:

ASSIGNMENT

This Assignment is entered as of this 5th day of September 2003, by and between, **TAKE-TWO INTERACTIVE SOFTWARE, INC.**, with offices at 622 Broadway, New York, NY 10012 (the "Company") and **CRAVE ENTERTAINMENT, INC.**, with offices at 19645 Rancho Way, Rancho Dominguez, CA 90220("Crave")

WITNESSETH:

WHEREAS, the Company and Crave on the date hereof have entered into an Asset Purchase Agreement, with The 3DO Company, a California corporation, The 3DO Company, a Delaware corporation, 3DO Europe Limited and 3DO K.K. (collectively, the "Sellers"), pursuant to which the Sellers sell to the Company and Crave, and the Company and Crave will purchase from the Sellers, certain inventory and intellectual property relating to the "Army Men" series of video games (the "Asset Purchase Agreement").

WHEREAS, the Company and Crave have entered into the Assignment and Indemnification Agreement dated August 21, 2003 whereby, among other things, Crave agreed to assign to Company all of its rights under the Asset Purchase Agreement and Company agreed to assume from Crave all of its obligations under the Asset Purchase Agreement pursuant to the terms more fully set forth in such Assignment and Indemnification Agreement (the "Assignment and Indemnification Agreement").

NOW, THEREFORE, in consideration of, and simultaneous with, Crave's assignment hereunder to the Company of all of its right, title and interest in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto hereby agree to as follows:

Assignment. Upon the applicable Bankruptcy Court's entering an Order approving (a) the Asset Purchase Agreement and (b) the sale of the assets to Crave and the Company in accordance with the Asset Purchase Agreement (the "Order"), and upon Crave's and the Company's execution of the Asset Purchase Agreement on the date hereof, Crave hereby assigns and delegates to the Company all of its rights and obligations under the Asset Purchase Agreement, and the Company hereby assumes and agrees to satisfy, observe and perform all obligations and liabilities of the purchaser arising under the Asset Purchase Agreement on or after the date the effectiveness of this assignment, all in accordance with the terms and provisions of the Assignment and Indemnification Agreement.

SEP-05-2003 00:07

TAKE 2 INTERACTIVE

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: [Signature]
Name: KOJI SUTELMAN
Title: EXECUTIVE VP / GENERAL COUNSEL

CRAVE ENTERTAINMENT, INC.

By: [Signature]
Name: Barry Sexton
Title: Vice President, General Counsel

[SIGNATURE PAGE TO ASSIGNMENT]

Transferred Intellectual Property:

Patents

There are no patents associated with the Army Men title.

Copyrights

REGISTRATION No.	DATE CREATED	DATE PUBLISHED	DATE REGISTERED	TITLE	OWNER OF RECORD
TX-4-959-943	1999	March 1, 1999	March 29, 1999	Army Men II	ac3DO Company
TX-4-959-944	1999	March 9, 1999	March 20, 1999	Army Men 3D (PSX)	ac3DO Company
TX-5-109-555	1999	November 2, 1999	December 15, 1999	Army men air attack	ac3DO Company
TX-5-162-341	1999	February 22, 2000	March 15, 2000	Army Men (PC); Army Men (GBC)	ac3DO Company
TX-5-162-346	1999	February 23, 2000	March 15, 2000	Army Men Sarge's Heroes	ac3DO Company
TX 5-287-915	1999	September 28, 1999	August 30, 2000	Army Men Sarge's Heroes (PSX)	ac3DO Company
TX-5-287-913	2000	March 7, 2000	August 30, 2000	Army Men Air Tactics (PC)	ac3DO Company
TX-5-287-914	2000	March 31, 2000	August 30, 2000	Army Men World War	ac3DO Company
TX-5-287-921	2000	May 2, 2000	August 30, 2000	Army Men World War (PC)	ac3DO Company
TX 917-210	1999	N/A	N/A	Army Men – Toys in Space	ac3DO Company
TX 779-716	1999	N/A	N/A	Army Men II	ac3DO Company

Trademarks

MARK	OWNER	COUNTRY	STATUS ¹	APPLICATION SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
AIR ATTACK	THE 3DO COMPANY	U.S.	ABANDONED	75/569,371	10/14/98		
AIR COMBAT	THE 3DO COMPANY	U.S.	ABANDONED	75/846,930	11/12/99		
ARCADE BLAST	THE 3DO COMPANY	U.S.	ABANDONED	76/101,301	8/1/00		
ARMEMON	THE 3DO COMPANY	U.S.	ABANDONED	75/817,980	10/7/99		
ARMY FIGURE (IN KATAKANA)	THE 3DO COMPANY	JAPAN	REGISTERED			4160865	6/17/96
ARMY MEN	THE 3DO	AUSTRALIA	REGISTERED	832582	4/20/00	832582	5/10/01

¹ Statuses, when given, reflect information available either in on-line trademark databases or in documents in the trademark files supplied by 3DO and Gray Cary. Seller makes no warranty as to the accuracy of the indicated status.

MARK	OWNER	COUNTRY	STATUS ¹	APPLICATION SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
	COMPANY						
ARMY MEN	THE 3DO COMPANY	CANADA	ALLOWED	105592500	4/19/00		
ARMY MEN	THE 3DO COMPANY	CTM	REGISTERED			263863	6/16/00
ARMY MEN	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	608062	2/10/00	608062	10/5/00
ARMY MEN	THE 3DO COMPANY	NORWAY	REGISTERED	2000 01932	2/21/00	212688	1/17/02
ARMY MEN (CL. 28)	THE 3DO COMPANY	U.S.	ABANDONED	75/026,041	11/29/95		
ARMY MEN (CL. 41)	THE 3DO COMPANY	U.S.	REGISTERED			2,380,514	8/29/00
ARMY MEN (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED			2,339,736	4/11/00
ARMY MEN AIR ATTACK	THE 3DO COMPANY	U.S.	REGISTERED			2,511,288	11/20/01
ARMY MEN OPERATION MELTDOWN	THE 3DO COMPANY	AUSTRALIA	REGISTERED	838388	6/8/00	838388	9/6/01
ARMY MEN OPERATION MELTDOWN	THE 3DO COMPANY	CTM	PUBLISHED	1526284	2/24/00		
ARMY MEN OPERATION MELTDOWN	THE 3DO COMPANY	NEW ZEALAND	REGISTERED	610146	3/10/00	610146	9/14/00
ARMY MEN OPERATION MELTDOWN	THE 3DO COMPANY	NORWAY	REGISTERED	2000 02864	3/10/00	205102	10/5/00
ARMY MEN WORLD WAR	THE 3DO COMPANY	U.S.	ABANDONED	75/930,739	2/28/00		
BATTLE BRATS (CL. 28)	THE 3DO COMPANY	U.S.	ABANDONED	76/146,376	10/12/00		
BATTLE BRATS (CL. 9)	THE 3DO COMPANY	U.S.	ABANDONED	76/146,377	10/12/00		
CAPTAIN BILL BLADE	THE 3DO COMPANY	U.S.	ABANDONED	75/766,666	8/3/99		
COLONEL GRIMM	THE 3DO COMPANY	U.S.	ABANDONED	76/033,913	4/25/00		
FINAL FRONT	THE 3DO COMPANY	U.S.	ABANDONED	76/176,230	12/4/00		
FREEDOM PACK	THE 3DO COMPANY	U.S.	ABANDONED	75/754,870	7/20/99		
GENERAL PLASTRO (CL. 20)	THE 3DO COMPANY	U.S.	ABANDONED	76/033,916	4/25/00		
GENERAL PLASTRO (CL. 28)	THE 3DO COMPANY	U.S.	REGISTERED	75/584,140	11/6/98	2,517,907	12/11/01
GOOD TO GO	THE 3DO COMPANY	U.S.	ABANDONED	75/912,660	2/8/00		
GREEN ROGUE	THE 3DO COMPANY	U.S.	ABANDONED	76/181,834	12/14/00		

MARK	OWNER	COUNTRY	STATUS ¹	APPLICATION SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
HOOVER	THE 3DO COMPANY	CTM	REGISTERED			1524123	9/11/01
HOOVER (CL. 28)	THE 3DO COMPANY	U.S.	ABANDONED	75/810,623	9/30/99		
HOOVER (CLS. 20, 28)	THE 3DO COMPANY	U.S.	ABANDONED	76/136,900	9/27/00		
LAND SEA AIR	THE 3DO COMPANY	U.S.	ABANDONED	76/225,849	3/15/01		
LOCK 'N' LOAD	THE 3DO COMPANY	AUSTRALIA	REGISTERED			862565	10/2/01
LOCK 'N' LOAD	THE 3DO COMPANY	AUSTRALIA	REGISTERED			630589	1/11/01
LOCK 'N' LOAD	THE 3DO COMPANY	CANADA	ABANDONED	1088647	1/11/01		
LOCK 'N' LOAD	THE 3DO COMPANY	CTM	WITHDRAWN	2042273	1/15/01		
LOCK 'N' LOAD	THE 3DO COMPANY	NORWAY	REGISTERED			210835	10/4/01
OMEGA SOLDIER	THE 3DO COMPANY	AUSTRALIA	REGISTERED			863603	10/15/01
OMEGA SOLDIER	THE 3DO COMPANY	CANADA	ABANDONED	1090065	1/23/01		
OMEGA SOLDIER	THE 3DO COMPANY	CTM	ABANDONED	2054534	1/24/01		
OMEGA SOLDIER	THE 3DO COMPANY	NEW ZEALAND	REGISTERED			631141	7/26/01
OMEGA SOLDIER	THE 3DO COMPANY	NORWAY	CANCELLED	2001 01144	1/23/01	210653	9/27/01
OMEGA SOLDIER	THE 3DO COMPANY	U.S.	ABANDONED	76/163,471	11/9/00		
PORTAL RUNNER	THE 3DO COMPANY	U.S.	ALLOWED/SO U FILED 11/19/02	76/171,003	11/24/00		
REAL COMBAT.PLASTIC KIDS	THE 3DO COMPANY	U.S.	ABANDONED	76/146,205	10/15/00		
REAL COMBAT.PLASTIC MEN (CL. 41)	THE 3DO COMPANY	U.S.	REGISTERED			2,365,786	4/11/00
REAL COMBAT.PLASTIC MEN (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED			2,328,384	3/14/00
RIFF	THE 3DO COMPANY	CTM	PENDING/WITHDRAWN	1523943	2/23/00		
RIFF	THE 3DO COMPANY	U.S.	ABANDONED	76/136,901	9/27/00		
RIFF (CL. 28)	THE 3DO COMPANY	U.S.	ABANDONED	75/810,624	9/30/99		
RIFF (CLS. 20, 28)	THE 3DO COMPANY	U.S.	ABANDONED	76/136,901	9/27/00		
SARGE	THE 3DO COMPANY	U.S.	ABANDONED	75/586,009	11/10/98		

MARK	OWNER	COUNTRY	STATUS ¹	APPLICATION SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
SARGE (CLS. 9, 41)	THE 3DO COMPANY	U.S.	ABANDONED	75/528,700	7/31/98		
SARGE'S HEROES	THE 3DO COMPANY	U.S.	ABANDONED	75/606,201	12/15/98		
SARGE'S HEROES (CL. 9)	THE 3DO COMPANY	U.S.	REGISTERED			2,476,738	8/7/01
SCORCH	THE 3DO COMPANY	U.S.	SUSPENDED	75/810,622	9/30/99		
SERGEANT HAWK (CL. 20)	THE 3DO COMPANY	U.S.	ABANDONED	76/033,917	4/25/00		
SERGEANT HAWK (CL. 28)	THE 3DO COMPANY	U.S.	REGISTERED			2,530,364	1/15/02
SERGEANT HAWK (CLS. 9, 28, 41)	THE 3DO COMPANY	U.S.	REGISTERED			2,530,364	1/15/02
SGT. HAWK	THE 3DO COMPANY	U.S.	ABANDONED	75/766,665	8/3/99		
SHRAP	THE 3DO COMPANY	CTM	PENDING/ WITHDRAWN	1524099	2/23/00		
SHRAP	THE 3DO COMPANY	U.S.	ABANDONED	75/810,621	9/30/99		
SHRAP	THE 3DO COMPANY	U.S.	ABANDONED	76/033,915	4/25/00		
THICK	THE 3DO COMPANY	CTM	PENDING/ WITHDRAWN	1524230	2/23/00	1524172	6/6/01
THICK	THE 3DO COMPANY	U.S.	ABANDONED	75/810,620	9/30/99		S
TINA TOMORROW	THE 3DO COMPANY	U.S.	ABANDONED	75/766,664	8/3/99		
TOY HEROES	THE 3DO COMPANY	U.S.	ABANDONED	75/561,885	9/30/98		
TOY WARS	THE 3DO COMPANY	U.S.	ABANDONED	75/710,610	5/20/99		
TOYS IN SPACE	THE 3DO COMPANY	U.S.	ABANDONED	75/607,104	5/13/99		
TOYS IN SPACE (CLS. 9, 41)	THE 3DO COMPANY	U.S.	ABANDONED	75/706,104	5/12/99		
VIKKI GRIMM (CL. 20, 28)	THE 3DO COMPANY	U.S.	REGISTERED			2,566,033	4/30/02
VIKKI'S ADVENTURES	THE 3DO COMPANY	U.S.	ABANDONED	76/077,600	6/26/00		
WORLD WARS	THE 3DO COMPANY	U.S.	ABANDONED	75/812,056	9/27/99		
WORLD WARS (CLS. 9, 41)	THE 3DO COMPANY	U.S.	ABANDONED	75/801,553	9/18/99		

Personal Property: None

Intangible Property: None