## 5197364

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## 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
2K Czech, A.S.		108/06/2009 1	JOINT STOCK COMPANY: CZECH REPUBLIC

## **RECEIVING PARTY DATA**

Name:	ake-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: 5

Property Type	Number	Word Mark
Registration Number:	3197364	MOSCOW RHAPSODY
Registration Number:	2934087	AGE OF BATTLES
Registration Number:	2920195	VIETCONG
Registration Number:	2754001	MAFIA
Registration Number:	2886990	ILLUSION SOFTWORKS

## **CORRESPONDENCE DATA**

Fax Number: (877)769-7945

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127655070

Email: tmdocny@fr.com

Correspondent Name: Catherine H. Stockell

Address Line 1: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 23326-0001006

TRADEMARK

REEL: 004040 FRAME: 0650

NAME OF SUBMITTER:	Catherine H. Stockell
Signature:	/chs/
Date:	08/10/2009
Total Attachments: 9 source=2K CZECH tm assignment#page1.t source=2K CZECH tm assignment#page2.t source=2K CZECH tm assignment#page3.t source=2K CZECH tm assignment#page4.t source=2K CZECH tm assignment#page5.t source=2K CZECH tm assignment#page6.t source=2K CZECH tm assignment#page7.t source=2K CZECH tm assignment#page8.t source=2K CZECH tm ssignment#page8.t	if if if if if

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REEL: 004040 FRAME: 0651

## CHEESWRIGHTS NOTARIES PUBLIC

N P Ready R M Campbell J B Burgess E Gardiner A J Claudet I A Rogers A Grafton

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London, England NOTARY PUBLIC by royal authority duly admitted, sworn and holding a faculty to practise throughout England and Wales, DO HEREBY CERTIFY the genuineness of the signature subscribed to the document hereunto annexed, such signature having been this day subscribed in my presence by JOHN SEBASTIAN BELCHER, whose identity I attest.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office in London, England this third day of August in the year two thousand and nine.

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TRADEMARK
www.chreedim.004040 FRAME: 0652

E-mail: notary@cheeswrights.co.uk

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made on July 61, 2009, by and between:

- (1) 2K CZECH, A.S. (a joint stock company incorporated in the Czech Republic under number 25347004, whose registered office is at Praha 1, Opatovicka 4, PSC 11000, Czech Republic (the "Assignor"); and
- (2) TAKE-TWO INTERACTIVE SOFTWARE,. INC. (a company incorporated in the United States of America) whose principal office is at 622 Broadway, New York, NY 10012 (the "Assignee").

## RECITALS

- (A) The Assignor is the proprietor of the registered trademarks set out on the annexed Schedule hereto ("Trademarks").
- (B) The Assignor wishes to assign the Trademarks to the Assignee on the terms and conditions set out in this Agreement.

## NOW, THEREFORE, IT IS HEREBY AGREED:

In consideration of the payment of \$1.00 by the Assignor to the Assignee, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereby agree as follows:

## 1. ASSIGNMENT

The Assignor hereby irrevocably and unconditionally assigns to the Assignee any and all legal and beneficial rights and title in and to the Trademarks and the full and exclusive benefit of them, together with the goodwill of the business symbolized by and associated with said Trademarks and all accrued rights of action, including the right to all claims for damages and compensation by reason of past infringements of said Trademarks, to hold the same unto the Assignee, their successors in title and assign absolutely.

## 2. FURTHER ASSURANCE

2.1 The Assignor shall execute any further document and do any such thing as the Assignee may reasonably require to ensure the Trademarks and the rights assigned are fully vested in the Assignee and to enable the Assignee to become registered and recorded as the proprietor of the Trademarks at all relevant Trademark Registries and to secure the benefits of the rights hereby assigned.

## 3. GOVERNING LAW AND JURISDICTION; MISCELLANEOUS

- 3.1 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the internal laws of the State of New York, U.S.A., without regard to conflicts of laws.
- 3.2 All parties irrevocably submit to the exclusive jurisdiction of the state and federal courts of the State of New York, U.S.A., over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability for the legal relationships established by this Agreement. The parties hereby irrevocably waive any objection they may now or hereafter have to, or any right or immunity on grounds of, venue, the convenience of the forum or jurisdiction of such courts.
- In the event of a breach of this Agreement, the parties acknowledge that recovery of damages will not be a sufficient legal remedy and agree that the aggrieved party shall be entitled to specific performance thereof in addition to any or all other remedies, legal or equitable, to which it may be entitled.
- 3.4 If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SIGNATURE PAGE TO FOLLOW

THIS AGREEMENT has been executed by or on behalf of the parties on the date written at the top of page 1 of this Agreement.

SIGNED by a signatory duly authorized on behalf of 2K CZECH, A.S.:

2K Czech, A.S.

Title: DIRECTOR



Acknowledgement by Notary Public

in the presence of:

Name:

SIGNED by a signatory, duly authorized on behalf of TAKE-TWO INTERACTIVE SOFTWARE, INC.:

Take-Two Interactive Software, Inc.

Acknowledgement by Notary Public

(Notary's Seal)

Name:

DANIEL P. EMERSON
Notary Public, State of New York
No. 02EM6162221
Qualified in Westchester County Commission Expires 2011

3

**TRADEMARK** 

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## <u>Schedule</u>

		T TO THE STATE OF					
ijintry	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Goods/Services
iteri iteri	MOSCOW RHAPSODY	78/472,741	8/24/2004	3,197,364	1/9/2007	9	prerecorded magnetic and optical data carriers, namely, diskettes and CDs featuring music, computer game discs, cassettes, software, and programs; video game software and discs
nited aites	AGE OF BATTLES	78/241,175	4/23/2003	2,934,087	3/15/2005	9	prerecorded magnetic and optical data carriers, namely, diskettes and CDs featuring music; computer game discs, cassettes, software and programs; video game software and discs
inited tates	VIETCONG	78/149,425	7/31/2002	2,920,195	1/18/2005	9	prerecorded magnetic and optical data carriers, namely, disquettes and compact discs featuring music; disks, cassettes, software, and programs each featuring computer games; and video game software
Ünited States	MAFIA	76/322,906	10/8/2001	2,754,001	8/19/2003	9	prerecorded magnetic and optical data carriers, namely, diskettes and CD's featuring music; computer game discs, cassettes, software and programs; video game software and disc computer software in the
United States	ILLUSION SOFTWORKS	76/322,907	10/8/2001	2,886,990		9	field of computer games audio and video media,
Czech Republic	CARRIER COMMAND	195317	8/28/2003		2/24/2004	16	computer games, video games;  printed materials for computer games.  audio and video media,
Czech Republic	AGE OF BATTLES	189725	3/18/2003	257949	9/29/2003	9	computer games (programmes), video games (programmes);
						16	printed manuals for computer games.

itry	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Goods/Services
ih ible	STALINGRAD	178884	4/16/2002	247896	9/13/2002	9	sound and image carriers, computer games, video games;
	:					16	printed manuals for computer games.
<b>ct</b> i <b>ju</b> tolici	ILLUSION WIRELESS	177050	2/22/2002	246983	8/20/2002	9	computers, computer peripherals, magnetic and optic records media as cassettes, floppy disks, CDs, software recorded on record mediums
						35	
							advertising and
						41	promotional activities;
					2.001.0000	<del> </del>	publishing activities
<b>ze</b> ch <b>⊉</b> public	MAFÍA	168872	6/19/2001	241799	2/21/2002	9	audio and video media, computer games, video games
zech epublic	ILLUSION SOFTWORKS	168871	6/19/2001	241798	2/21/2002	9	computers, computer peripherals, magnetic and optic records media as cassettes, floppy disks, CDs, software recorded on record mediums
			-			35	mediums
						41	advertising and promotional activities
						41	publishing activities
Čzech Republic	HIDDEN & DANGEROUS	168870	6/19/2001	241797	2/21/2001	9	audio and video media, computer games, video games
France	VIETCONG	03 3244068	9/4/2003	03 3244068	9/4/2003	9	pre recorded data carriers, optical and magnetic, diskettes and compact discs music; discs for electronic games, cassettes, software and data processing programs; software and video games discs.
France	STALINGRAD	02 3160235	4/18/2002	02 3160235	4/18/2002	9	computers; data carriers pre recorded optical and magnetic, diskettes and compact discs music; computer software in field computer games

ry d	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Goods/Services
d Jon	ILLUSION SOFTWORKS	2341317	8/21/2003	2341317	12/3/2004	9	pre-recorded diskettes or CD's featuring music
						<b>3</b> 5	advertising
						41	publication of computer and video games
ed gdom	MAFIA	2341315	8/21/2003	2341315	8/21/2003	9	prerecorded magnetic and optical data carriers, namely, diskettes or CD's featuring music, computer game discs, cassettes, software and programs; video game software and discs
ÎM -	MOSCOW RHAPSODY	3991494	8/17/2004	3991494	11/8/2005	9	prerecorded magnetic and optical data carriers, namely, disquettes, CD's or DVD's featuring music, computer game discs, cassettes, software and programs; video game software and discs.
<b>V</b> iPO¹ <sup>™</sup>	AGE OF BATTLES	815683	9/29/2003	815683	9/29/2003	9	magnetic and optical sound and image media such as magnetic tapes, diskettes and compact disks (CDs), computergaming software, video game software
<sup>V</sup> O9I <b>₩</b>	STALINGRAD	794048	9/13/2002	794048	9/13/2002	16	sound and image recording media, magnetic and optical data media with computer games and video games
							printed instructions relating to computer games

<sup>&</sup>lt;sup>1</sup> Austria, Benelux, Switzerland, Germany, France, Great Britain, Croatia, Hungary, Italy, Poland, Portugal, Slovenia, Slovak Republic

 $<sup>^2</sup>$  Austria, Benelux, Switzerland, Germany, France, Great Britain, Croatia, Hungary, Italy, Poland, Portugal, Slovenia, Slovak Republic

iry	Trademark	App. No.	App.	Reg. No.	Reg. Date	Class	Goods/Services
<b>5</b>	ILLUSION WIRELESS	788985	8/20/2002	788985	8/20/2002	9 35 41	computers, computer peripheral devices, magnetic and optical data media such as magnetic tapes, diskettes, compact disks (CDs), software advertising publishing of recorded computer programs
₽o⁴	ILLÜSION SOFTWORKS	785934	2/21/2002	785934	2/21/2002	9 35 41	computers, computer peripherals, magnetic and optical data media such as magnetic tapes, diskettes, compact disks (CDs), software held on data media advertising publication of recorded computer programs
₩PO"	MAFIA	786119	2/21/2002	786119	2/21/2002	9	sound and image recording media, computer games and video games on the aforesaid media
<b>N</b> IPO <sup>R</sup>	HIDDEN & DANGEROUS	786036	2/21/2002	786036	2/21/2002	9	sound and image recording media, computer games and video games on the aforesaid media.

<sup>&</sup>lt;sup>3</sup> Austria, Benelux, Switzerland, Germany, France, Great Britain, Croatia, Hungary, Italy, Poland, Portugal, Slovenia, Slovak Republic

<sup>&</sup>lt;sup>4</sup> Austria, Benelux, Switzerland, Germany, France, Great Britain, Croatia, Hungary, Italy, Poland, Portugal, Slovenia, Slovak Republic

 $<sup>^{5}</sup>$  Austria, Benelux, Switzerland, Germany, France, Great Britain, Croatia, Hungary, Italy, Poland, Portugal, Slovenia, Slovak Republic

 $<sup>^6</sup>$  Austria, Benelux, Switzerland, Germany, France, Great Britain, Croatia, Hungary, Italy, Poland, Portugal, Slovenia, Slovak Republic

## **Schedule**

Country	Trademark	App. No.	App.	Reg. No.	Reg. Date	Class	Goods/Services
United States	MOSCOW RHAPSODY	78/472,741	8/24/2004	3,197,364	1/9/2007	9	prerecorded magnetic and optical data carriers, namely, diskettes and CDs featuring music,
							computer game discs, cassettes, software, and programs; video game software and discs
United States	AGE OF BATTLES	78/241,175	4/23/2003	2,934,087	3/15/2005	9	prerecorded magnetic and optical data carriers, namely, diskettes and CDs featuring music; computer game discs, cassettes, software and programs; video game software and discs
United States	VIETCONG	78/149,425	7/31/2002	2,920,195	1/18/2005	0	prerecorded magnetic and optical data carriers, namely, disquettes and compact discs featuring music; disks, cassettes, software, and programs each featuring computer games; and video game software
United States	MAFIA	76/322,906	10/8/2001	2,754,001	8/19/2003	9	prerecorded magnetic and optical data carriers, namely, diskettes and CD's featuring music; computer game discs, cassettes, software and programs; video game software and disc
United States	ILLUSION SOFTWORKS	76/322,907	10/8/2001	2,886,990	9/21/2004	9	computer software in the field of computer games
Czech Republic	CARRIER COMMAND	195317	8/28/2003	261718	2/24/2004	9	audio and video media, computer games, video games;
						16	printed materials for computer games.
Czech Republic	AGE OF BATTLES	189725	3/18/2003	257949	9/29/2003	9	audio and video media, computer games (programmes), video games (programmes);.
						16	printed manuals for computer games.

**RECORDED: 08/10/2009** 

4

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