

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATION OF SECURITY INTEREST GRANT (TRADEMARKS)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAKE-TWO INTERACTIVE SOFTWARE, INC.		09/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, INC.
Street Address:	1 BOSTON PLACE
Internal Address:	18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85538318	GTA TV
Serial Number:	85538456	ROCKSTAR TV
Serial Number:	85549240	ROCKSTAR NORTH
Serial Number:	85442271	ROCKSTAR PASS
Serial Number:	85463985	GRAND THEFT AUTO V FIVE
Serial Number:	85475008	R
Serial Number:	85475034	ROCKSTAR GAMES
Serial Number:	85487482	R ROCKSTAR GAMES
Serial Number:	85502192	RED DEAD

CORRESPONDENCE DATA

Fax Number: 2125935955
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983-0139
NAME OF SUBMITTER:	Scott Kareff (025983-0139)
Signature:	/kc for sk/
Date:	09/13/2012

Total Attachments: 3

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CONFIRMATION OF SECURITY INTEREST GRANT

(TRADEMARKS)

WHEREAS, the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors"), hold all right, title and interest in the trademarks listed on the annexed Schedule 1A, which trademarks are pending in the United States Patent and Trademark Office (the "New Trademarks");

WHEREAS, each Grantor has entered into a Trademark Security Agreement dated as of July 3, 2007 (as amended or otherwise modified from time to time, (the "Trademark Security Agreement"), in favor of WELLS FARGO CAPITAL FINANCE, INC. (the "Agent");

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor has granted to the Agent, for the benefit of the Lender Group and the Bank Product Providers (as defined in the Trademark Security Agreement) a continuing first priority security interest in all right, title and interest of such Grantor in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all of such Grantor's Trademarks (as defined in the Trademark Security Agreement) and rights in and to Trademark Intellectual Property Licenses (as defined in the Trademark Security Agreement) to which it is a party; (ii) all restorations, reversions or extensions of the foregoing; and (iii) 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 such Trademark or any Trademark licensed under any Intellectual Property License, to secure the payment and performance of the Secured Obligations (as defined in the Trademark Security Agreement);

WHEREAS, Grantor has created or acquired the New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby confirms, acknowledges and affirms its grant to the Agent of a security interest in the Trademark Collateral, including, without limitation, in the New Trademarks, to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Trademark Collateral, including, without limitation, the New Trademarks, are more fully set forth in the Security Agreement (as defined in the Trademark Security Agreement), the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Confirmation of Security Interest Grant (Trademarks) to be duly executed by its officer thereunto duly authorized as of September 12, 2012.

TAKE-TWO INTERACTIVE SOFTWARE,
INC.

By: 

Name: Dan Emerson

Title: SVP

SCHEDULE 1A TO CONFIRMATION OF SECURITY INTEREST GRANT
(TRADEMARKS)

(TRADEMARK APPLICATIONS)

COUNTRY	Trademark	App. No.	App. Date	STATUS
UNITED STATES	GTA TV	85/538,318	02/09/2012	Pending
UNITED STATES	ROCKSTAR TV	85/538,456	02/09/2012	Pending
UNITED STATES	ROCKSTAR NORTH	85/549,240	02/22/2012	Pending
UNITED STATES	ROCKSTAR PASS	85/442,271	10/07/2011	Pending
UNITED STATES	GRAND THEFT AUTO V & Design	85/463,985	11/03/2011	Pending
UNITED STATES	R (Design)	85/475,008	11/17/2011	Pending
UNITED STATES	ROCKSTAR GAMES	85/475,034	11/17/2011	Pending
UNITED STATES	R ROCKSTAR GAMES & Design	85/487,482	12/05/2011	Pending
UNITED STATES	RED DEAD	85/502,192	12/22/2011	Pending