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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

TAKE-TWO INTERACTIVE SOFTWARE, INC.
(Name of Issuer)

Common Stock, par value $.01 per share
(Title of Class of Securities)

874054109
(CUSIP Number)

Ryan A. Brant
575 Broadway
New York, New York 10012
(Name, Address and Telephone Number of Person
Authorized to Receive Notice and Communications)

August 31, 1998
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rules 13d-1(e), 13(d)-1(f) or 13d-1(g), check the following box |_|.

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* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUPSIP NO. 874054109

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Robert A. Alexander
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) [_] (b) [_]
3	SEC USE ONLY

4	SOURCE OF FUNDS*	
	PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[_]
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	United States	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,375,000
	8	SHARED VOTING POWER --
	9	SOLE DISPOSITIVE POWER 1,375,000
	10	SHARED DISPOSITIVE POWER --

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	1,375,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	[_]
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	9.26%	
14	TYPE OF REPORTING PERSON*	
	IN	

*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEM 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

Item 1. Security and Issuer.

This statement relates to shares of Common Stock, par value $.01 per share ("Common Stock"), of Take-Two Interactive Software, Inc. (the "Company"), issued in connection with the acquisition (the "Merger") of Jack of All Games, Inc. ("JAG") by the wholly-owned subsidiary of the Company, whereby all of the outstanding shares of capital stock of JAG were exchanged for shares of the Common Stock.

The principal executive offices of the Company are located at 575 Broadway, New York, New York 10012.

Item 2. Identity and Background.

This Schedule 13D is being filed by Robert A. Alexander.

(a) 1255 Coventry Woods, Cincinnati, Ohio 45230.

(b) R. Alexander is a director of the Company and President of JAG, the Company's wholly-owned subsidiary following the merger. JAG is in the business of distributing video games and has its principal place of business at 2909 Crescentville Road, Cincinnati, OH, 45069.

(c) During the last five (5) years, R. Alexander has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(d) During the last five (5) years, R. Alexander has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(e) United States

Item 3. Source and Amount of Funds or Other Consideration.

In connection with the Merger, the Company issued an aggregate of 1,375,000 shares of Common Stock to R.

Alexander, a stockholder of JAG. For purposes of this Schedule 13D, all 1,375,000 shares of Common Stock (the "Shares") are beneficially owned by R. Alexander.

Item 4. Purpose of Transaction.

R. Alexander acquired the Shares in consideration of the purchase price under the Merger.

As part of the Merger, an existing member of the Company's board of directors (the "Board") resigned, effective at the closing of the Merger, and R. Alexander was appointed to fill the vacancy on the Board thereby created. In addition, the Company engaged R. Alexander as President of JAG following the Merger.

Except as set forth in this Item 4, R. Alexander does not have any present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) The calculations in this Item 5 are based upon 14,853,863 shares of Common Stock issued and outstanding as of August 31, 1998 following the Merger. For purposes hereof, R. Alexander beneficially owns 1,375,000 shares of Common Stock, comprising 9.26% of the issued and outstanding shares of Common Stock. The foregoing calculations are made pursuant to Rule 13d-3 promulgated under the Securities Exchange Act of 1934.

(b) R. Alexander is the sole owner of the Shares and has the sole power to vote and dispose of all of such Shares.

(c) R. Alexander has not effected any transactions in shares of the Common Stock or in any options or warrants to purchase Common Stock in the past 60 days.

(d) R. Alexander affirms that no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares of Common Stock beneficially owned by him.

(e) It is inapplicable for the purposes herein to state the date on which R. Alexander ceased to be the owner of more than five percent (5%) of the Shares.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The Company executed a registration rights agreement (the "Rights Agreement") with R. Alexander pursuant to which he was granted certain registration rights with respect to the Shares.

R. Alexander agreed in the Rights Agreement to lock-up the Shares, in the event that the Company files a registration statement for gross proceeds to the Company in excess of $12,000,000 in an underwritten public offering, which lock-up shall be on the terms and conditions imposed by such offering.

R. Alexander also entered into an employment agreement with JAG following the Merger (the "Employment Agreement") pursuant to which employment agreement, as subsequently amended, he received options to purchase up to an aggregate of 100,000 additional shares of Common Stock, at an exercise price of $5.625 per share. Under the terms of the Employment Agreement, such options vest in two (2) equal installments on each of August 31, 1998 and 1999.

Except as provided in the Rights Agreement, the Employment Agreement and in each of Items 4 and 5 hereof, R. Alexander does not have any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to any securities of the Company other than as set forth in Items 3 and 4.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 -	Form of Registration Rights Agreement dated August 31, 1998 among the Company and R. Alexander, among others.
Exhibit 2 -	Employment Agreement between R. Alexander and JAG, dated August 31, 1998.
Exhibit 3 -	Amendment to Employment Agreement, dated September 10, 1998.

SIGNATURES

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated September 10, 1998

By:/s/ Robert A. Alexander

Robert A. Alexander

REGISTRATION RIGHTS AGREEMENT

Registration Rights Agreement dated as of August 31, 1998, by and between Take-Two Interactive Software, Inc., a Delaware corporation (the "Company"), and the persons whose names and addresses appear on the signature page attached hereto (each a "Holder" and collectively, the "Holders").

WHEREAS, the Company issued to the Holders pursuant to the merger of a wholly-owned subsidiary of the Company with and into Jack of All Games, Inc. ("Jack"), an aggregate of 2,750,000 shares (the "Shares") of the Company's Common Stock, par value $.01 per share, as described in the Agreement and Plan of Merger dated August 22, 1998 by and among the Company and its subsidiary, Jack and each of the Holders (the "Merger Agreement"); and

WHEREAS, pursuant to the Merger Agreement, the Company has agreed to grant to the Holders registration rights set forth herein with respect to the Shares.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Registration. (a) The Company shall include a number of Shares having a market value of $1,500,000 (as measured by the average of the closing bid price of the Common Stock on the five trading days immediately preceding the filing of a registration statement) in the next registration statement, if any, for an underwritten public offering for gross proceeds to the Company of greater than $12,000,000 (the "Company Offering"); provided, however, that if in the opinion of the Company's underwriter or managing underwriter of the underwriting group for such offering, the inclusion of all or a portion of the Shares, when added to the securities being registered by the Company or selling shareholder(s), if any, will exceed the maximum amount of the Company's securities which can be marketed (i) at a price reasonably related to their then current market value, or (ii) without otherwise having an adverse effect on the offering, then the Company may exclude from such offering all or a portion of the Shares which it has sought to register.

(b) The Company shall include a number of Shares having a market value of $3,500,000 (as measured by the average of the closing bid price of the Common Stock on the five trading days immediately preceding the filing of a registration statement) in a registration statement on Form S-3 (the "Registration Statement") to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act") as soon as reasonably practicable following the date the Company first publishes at least thirty (30) days of combined

results of operations of the Company and Jack in accordance with applicable accounting rules relating to a "pooling of interests" (which is anticipated to be on or before November 15, 1998) and use its reasonable efforts to cause such Registration Statement to become effective under the Act in the event the Company Offering is not consummated on or before December 15, 1998 (and such Secondary Offering is not, subject to the good faith mutual determination of the Holder and the Company, still pending at such time); provided that in the event a Company Offering is in process, the Holder agrees not to sell or otherwise dispose of the Shares in accordance with Section 3 hereof.

(c) The Company shall include a number of Shares having a market value of up to $5,000,000 less the market value of any Shares registered pursuant to paragraph (a) above in a Registration Statement 180 days following the effective date of a Company Offering and shall use reasonable efforts to cause the Registration Statement to become effective under the Act so as to permit a public offering and sale of the Shares for a period of nine (9) months.

(d) The Company shall use reasonable efforts to include a number of Shares having a market value of $2,000,000 (as measured by the average of the closing bid price of the Common Stock on the five trading days immediately preceding the filing of a registration statement) in a registration statement, if any, for any underwritten public offering subsequent to the Company Offering for gross proceeds to the Company of greater than $12,000,000 having an effective date on or before the first anniversary of the date of this Agreement (a "Subsequent Offering"); provided, however, that if in the opinion of the Company's underwriter or managing underwriter of the underwriting group for such offering, the inclusion of all or a portion of the Shares, when added to the securities being registered by the Company or selling shareholder(s), if any, will

exceed the maximum amount of the Company's securities which can be marketed (i) at a price reasonably related to their then current market value, or (ii) without otherwise having an adverse effect on the offering, then the Company may exclude from such offering all or a portion of the Shares which it has sought to register.

(e) The rights granted herein shall be pro rata with respect to the Holders.

2. Covenants of the Company With Respect to Registration. The Company hereby covenants and agrees as follows:

(a) Following the effective date of any registration statement, the Company shall, upon the request of the Holder, forthwith supply such reasonable number of copies of the registration statement and prospectus as shall be reasonably requested by the Holder to permit the Holder to make a public

distribution of the Shares. The obligations of the Company hereunder with respect to the Shares are expressly conditioned on the Holder's furnishing to the Company such appropriate information concerning the Holder, the Shares and the terms of the Holder's offering of such shares as the Company may request.

(b) The Company will pay all costs, fees and expenses in connection with any Registration Statement filed; provided, that the Holder shall be solely responsible for the fees of any counsel retained by the Holder in connection with such registration and any transfer taxes or underwriting discounts, selling commissions or selling fees applicable to the Shares sold by the Holder pursuant thereto.

(c) The Company will use reasonable efforts to qualify or register the Shares included in a registration statement for offering and sale under the securities or blue sky laws of such states as are reasonably requested by the Holder, provided that the Company shall not be obligated to execute or file any general consent to service of process (unless the Company is already then subject to service in such jurisdiction) or to qualify as a foreign corporation to do business under the laws of any such jurisdiction, except as may be required by the Act and its rules and regulations.

(d) Notwithstanding anything contained herein to the contrary, the Company will have no obligation to register the Shares if it receives a written opinion of counsel that the Shares are eligible for sale under Rule 144.

3. Covenant of the Holder. The Holder, upon receipt of notice from the Company that an event has occurred which requires a post-effective amendment to a registration statement or a supplement to the prospectus included therein, shall promptly discontinue the sale of Shares until the Holder receives a copy of a supplemented or amended prospectus from the Company, which the Company shall provide as soon as reasonably practicable after such notice. The Holder hereby agrees that if requested by an underwriter, it will agree not to sell or otherwise dispose of the Shares on the same terms as management of the Company, except for the Shares sold, if any, pursuant to Section 1(a).

4. Indemnification. The Company agrees to indemnify, defend and hold harmless the Holder from and against any and all losses, claims, damages and liabilities caused by or arising out of any untrue statement of a material fact contained in a registration statement or prospectus included therein or caused by or arising out of any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of circumstances which they are made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission based upon information furnished or required to be

furnished in writing to the Company by the Holder expressly for use therein; provided, however, that the indemnification in this Section shall not inure to the benefit of the Holder on account of any such loss, claim, damage or liability arising from the sale of Shares by the Holder, if a copy of a subsequent prospectus correcting the untrue statement or omission in such earlier prospectus was provided to the Holder by the Company prior to the sale and the subsequent prospectus was not delivered or sent by the Holder to the purchaser prior to such sale. The Holder agrees to indemnify the Company, its directors, each officer signing a registration statement, each person who controls the Company within the meaning of the Act, any underwriter and any person who controls any underwriter within the meaning of the Act from and against any and all losses, claims, damages and liabilities caused by or arising out of any untrue statement of a material fact contained in a registration statement or prospectus included therein, or caused by or arising out of any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case, only insofar as such losses, claims, damages or liabilities are caused by any untrue statement or omissions based upon information furnished in writing to the Company by the Holder expressly for use therein.

5. Governing Law.

(a) This Agreement shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal substantive laws of the State of New York, without giving effect to the choice of law rules thereof.

(b) Each of the Company and the Holder hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of New York and of the United States located in the County of New York, State of New York (the "New York Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the New York Courts and agrees not to plead or claim that such litigation brought in any New York Courts has been brought in an inconvenient forum.

6. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given when delivered by hand or mailed by express, registered or certified mail, postage prepaid, return receipt requested, as follows:

If to the Company, at:

Take-Two Interactive Software, Inc.
575 Broadway

New York, New York 10012
Attn: Ryan A. Brant, Chairman

with a copy of the same to:

Tenzer Greenblatt LLP
405 Lexington Avenue, 23rd Floor
New York, New York 10174
Attn: Barry S. Rutcofsky, Esq.

If to the Holder(s), at that address set forth under their name on the signature page.

with a copy of the same to:

Keating Meuthing & Klekamp, P.L.L.
One East Fourth Street
Cincinnati, Ohio 45202
Attn: Gehl Babinec, Esq.

Or such other address as has been indicated by either party in accordance with a notice duly given in accordance with the provisions of this Section.

7. Amendment. This Agreement may only be amended by a written instrument executed by the Company and the Holders.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

9. Assignment; Benefits. This Agreement and the rights granted hereunder may not be assigned by any Holder and any purported assignment shall be void ab initio; provided that the Holders may assign the rights granted herewith to (i) immediate family members (including in connection with estate planning and family trusts) (ii) the other Holders and (iii) Nicholas A. Alexander. Nothing herein contained, express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

10. Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

11. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction(s) shall be, as

to such jurisdiction(s), ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first above written.

Company: TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Ryan A. Brant

Name: Ryan A. Brant
Title: Chairman

Holders:

/s/ David Rosenbaum

David Rosenbaum

Address: 540 Locust Run Road
Cincinnati, OH 45245

Number of Shares: 1,237,500

/s/ Thomas Rosenbaum

Thomas Rosenbaum

Address: 614 Woodburn Lane
Loveland, OH 45140

Number of Shares: 137,500

/s/ Robert Alexander

Robert Alexander

Address: 1255 Coventry Woods
Cincinnati, OH 45230

Number of Shares: 1,375,000

EMPLOYMENT AGREEMENT

AGREEMENT dated as of August 31, 1998 between Jack of All Games, Inc., an Ohio corporation (the "Employer" or the "Company"), and Robert Alexander (the "Employee").

W I T N E S S E T H :

WHEREAS, the Employer desires to employ the Employee as its President and to be assured of his services as such on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee is willing to accept such employment on such terms and conditions; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Employer and the Employee hereby agree as follows:

1. Term. Employer hereby agrees to employ Employee, and Employee hereby agrees to serve Employer for a five (5) year period commencing as of the date of this Agreement (the "Effective Date") (any year commencing on the Effective Date or any anniversary of the Effective Date being hereinafter referred to as an "Employment Year") unless earlier terminated pursuant to Section 6 hereof.

2. Employee Duties.

(a) During the term of this Agreement, the Employee shall have the duties and responsibilities of President reporting directly to the Chief Executive Officer and the Board of Directors (the "Board") of the Employer. It is understood that such duties and responsibilities shall be reasonably related to the Employee's position.

(b) The Employee shall devote substantially all of his business time, attention, knowledge and skills faithfully, diligently and to the best of his ability in furtherance of the business and activities of the Company. The principal place of performance by the Employee of his duties hereunder shall be the Company's principal executive offices located at 2909 Crescentville Road, Ohio, 45069, although the Employee may be required to travel outside of the area where the Company's principal executive offices are located in connection with the business of the Company.

3. Compensation.

(a) During the term of this Agreement, the Employer shall pay the Employee a salary (the "Salary") at a rate of $233,000 per annum in respect of each Employment Year, payable in equal installments bi-weekly, or at such other times as may mutually be agreed upon between the Employer and the Employee. Such Salary may be increased from time to time at the discretion of the Board.

(b) In addition to the foregoing, the Employee shall be eligible for a quarterly incentive bonus (the "Bonus") up to an amount of $25,000 per quarter, based on certain gross margin and earning targets with respect to each quarter of the Company's fiscal year, as mutually agreed to by the parties. Gross margin and earnings shall be calculated in accordance with generally accepted accounting principles applied on a basis consistent with those utilized in the preparation of the Company's financial statements. Gross margin and earnings for each quarter shall be determined no later than 45 days following the end of such quarter and the Bonus attributable thereto shall be paid to Employee within ten (10) business days following the date of such determination, and shall be accompanied by a copy of the determination of such amount, certified by the Chief Financial Officer or Controller of Take-Two Interactive Software, Inc. (the "Parent") as having been determined in accordance with the provisions of this Section 3(b).

(c) In addition to the foregoing, and subject to the terms and conditions of the Parent's 1997 Stock Option Plan (the "Plan"), a copy of which has been made available to the Employee, the Employee shall be granted as a matter of separate agreement, and not in lieu of

Salary or any other compensation for services, the right and option (the "Option"), in the form of incentive stock options to the extent available, to purchase pursuant to the Plan all or any part of an aggregate of up to 125,000 shares of the authorized but unissued common stock, par value $.01 per share, of the Parent (the "Shares"), at the exercise price of $5.625 per Share, exercisable during the five (5) year period, with respect to any incentive stock options, or ten (10) year period (with respect to all other options granted pursuant hereto) commencing as of the date hereof and terminating on the close of business on August 31, 2008 or August 31, 2003, respectively, as follows: (i) 62,500 of the Shares are immediately vested and may be purchased as of the date hereof and (ii) an additional 62,500 of the Shares may be purchased commencing on the first anniversary hereof; and then, only to the extent that the Employee is still eligible under the terms of the Plan; provided, however, in the event that the Employee is terminated by reason of death or disability pursuant to Section 6(b) hereof or in the event of any transaction pursuant to Section 4 of the Plan, any options not vested at the time of termination pursuant thereto shall immediately vest.

4. Benefits.

(a) During the term of this Agreement, the Employee shall have the right to receive or participate in all benefits and plans, as set forth on Schedule A hereto ("Benefits"), or as the Company and Parent may from time to time institute during such period for its senior management employees and for which the Employee is eligible. Nothing paid to the Employee under any plan or arrangement presently in effect or made available in the future shall be deemed to be in lieu of the salary payable to the Employee pursuant to this Agreement.

(b) During the term of this Agreement, the Employee will be entitled to the number of paid holidays, personal days off, vacation days and sick leave days in each calendar year as are available to the Company's senior management employees. Such vacation may be taken in the Employee's discretion with the prior approval of the Employer, and at such time or times as are not inconsistent with the reasonable business needs of the Company.

5. Travel Expenses. All travel and other expenses incident to the rendering of services reasonably incurred on behalf of the Company by the Employee during the term of this Agreement shall be paid by the Employer. If any such expenses are paid in the first instance by the Employee, the Employer shall reimburse him therefor on presentation of appropriate receipts for any such expenses.

6. Termination. Notwithstanding the provisions of Section 1 hereof, the Employee's employment with the Employer may be earlier terminated as follows:

(a) By action taken by the Board, the Employee may be discharged for cause (as hereinafter defined), effective as of such time as the Board shall determine. Upon discharge of the Employee pursuant to this Section 6(a), the Employer shall have no further obligation or duties to the Employee and the Employee shall have no further obligations or duties to the Employer, except as provided in Section 7.

(b) In the event of (i) the death of the Employee or (ii) the inability of the Employee, by reason of physical or mental disability, to continue substantially to perform his duties hereunder for a period of 100 consecutive days, (the "Disability Period") during which Disability Period Salary and any other benefits hereunder shall not be suspended or diminished. Upon any termination of the Employee's employment under this Section 6(b), (y) any options granted pursuant to Section 3(c) hereof and not yet vested shall immediately vest in the Employee and (z) the Employer shall have no further obligations or duties to the Employee, except payment of Salary

and such incentive compensation and Benefits, if any, having accrued to the Employee pursuant to Section 3(b) hereof through the date of death or the expiration of the Disability Period, as applicable, and as provided in Sections 5.

(c) In the event that Employee's employment with the Employer is terminated by action taken by the Board without cause, then the Employer shall have no further obligation or duties to Employee, except for (i) payment of Salary and such incentive compensation, if any, having accrued to the Employee (or having vested, in the case of the Options) as provided in Section 3 hereof through the date of termination and as provided in Section 5, and (ii) payment of Salary and health and life insurance benefits as indicated on Schedule A hereto for 30 months following the date of such termination or the remaining term of this Agreement, whichever is less, and Employee shall have no further obligations or duties to the Employer, except as provided in Section 7.

(d) For purposes of this Agreement, the Company shall have "cause" to terminate the Employee's employment under this Agreement upon (i) the failure by the Employee to substantially perform his duties under this Agreement, (ii) the engaging by the Employee in criminal misconduct (including embezzlement and criminal fraud) which is materially injurious to the Company, monetarily or otherwise, (iii) the conviction of the Employee of a felony, (iv) gross negligence on the part of the Employee resulting in material harm to the Company or (v) willful other misconduct of the Employee in the performance of his duties hereunder resulting in harm to the Company. The Company shall give written notice to the Employee, which notice shall specify the grounds for the proposed termination and the Employee shall be given thirty (30) days to cure if the grounds arise under clauses (i) or (iv) above.

(e) Notwithstanding anything to the contrary contained in this Section 6, in the event that the Employee terminates his employment for any reason during the term of this Agreement (other than in the event of death), the provisions of Sections 7(b) (non-compete) and 7(c) (non-solicitation) (the "Restrictive Covenants") shall be extended from one (1) year to 30 months after the date of termination; provided, however, in no event shall the period of the Restrictive Covenants be extended beyond the six (6) year anniversary of the Effective Date.

7. Confidentiality; Noncompetition. In addition to and supplementing the covenants contained in Section 5.2 of the Agreement and Plan of Merger (the "Merger Agreement"), dated August 22, 1998, among the Parent, JAG Acquisition Corp., Jack of All Games, Inc. and Employee, the Employer and Employee agree as follows:

(a) The Employer and the Employee acknowledge that the services to be performed by the Employee under this Agreement may result in the Employee being in possession of confidential information relating to the business practices of the Company and the Parent. The term "confidential information" shall mean any and all information (verbal and written) relating to the Company, the Parent or any of their respective affiliates, or any of their respective activities, other than such information which can be shown by the Employee to be in the public domain other than as the result of breach of the provisions of this Section 7(a), including, but not limited to, information relating to: existing and proposed projects, source codes, object codes, forecasts, assumptions, trade secrets, personnel lists, financial information, research projects, services, pricing, customers, customer lists and prospects, product sourcing, marketing and selling and servicing. The Employee agrees that he will not, at any time during or after the termination of his employment, directly or indirectly, use, communicate, disclose or disseminate to any person, firm or corporation any confidential information.

(b) The Employee hereby agrees that he shall not, during the period of his employment and for a period of one (1) year following such employment (subject to Sections 6(c) and 6(e) hereof), directly or indirectly, within any county (or adjacent county) in the States of Ohio and New York or in any State within the United States or territory outside the United States in which the Company is engaged in business during the period of the Employee's employment or on the date of termination of the Employee's employment, engage, have an interest in or render any services to any business (whether as owner, manager, operator, licensor, licensee, lender, partner, stockholder, joint venturer, employee, consultant or otherwise) competitive with the Parent's or the Company's business activities engaged in business during the period of the Employee's employment or on the date of termination of the Employee's employment.

(c) The Employee hereby agrees that he shall not, during the period of his employment and for a period of one (1) year following such employment (subject to Sections 6(c) and 6(e) hereof), directly or indirectly, take any action which constitutes an interference with or a disruption of any of the Parent's or Company's business activities including, without limitation, the solicitations of the Parent's or Company's customers, or persons listed on the personnel lists of the Parent or Company. At no time during the term of this Agreement, or thereafter shall the Employee directly or indirectly, disparage the commercial, business or financial reputation of the Parent or Company.

(d) For purposes of clarification, but not of limitation, the Employee hereby acknowledges and agrees that the provisions of subparagraphs 7(b) and (c) above shall serve as a prohibition against him, during the period referred to therein,

directly or indirectly, hiring, offering to hire, enticing, soliciting or in any other manner persuading or attempting to persuade any officer, employee, agent, lessor, lessee, licensor, licensee or customer who has been previously contacted by either a representative of the Parent or Company, including the Employee, to discontinue or alter his or its relationship with the Parent or Company.

(e) Upon the termination of the Employee's employment for any reason whatsoever, all documents, records, notebooks, equipment, price lists, specifications, programs, customer and prospective customer lists and other materials which refer or relate to any aspect of the business of the Company or Parent which are in the possession of the Employee including all copies thereof, shall be promptly returned to the Company.

(f) The Company shall be the sole owner of all products and proceeds of the Employee's services hereunder, including, but not limited to, all materials, ideas, concepts, formats, suggestions, developments, arrangements, packages, programs and other intellectual properties that the Employee may acquire, obtain, develop or create in connection with and during the term of the Employee's employment hereunder, free and clear of any claims by the Employee (or anyone claiming under the Employee) of any kind or character whatsoever (other than the Employee's right to receive payments hereunder). The Employee shall, at the request of the Company, execute such assignments, certificates or other instruments as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend its right, or title and interest in or to any such properties.

(g) The parties hereto hereby acknowledge and agree that (i) the Company would be irreparably injured in the event of a breach by the Employee of any of his obligations under this Section 7, (ii) monetary damages would not be an adequate remedy for any such breach, and (iii) the Company shall be entitled to injunctive relief, in addition to any other remedy which it may have, in the event of any such breach.

(h) The rights and remedies enumerated in Section 7(g) shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity.

(i) If any provision contained in this Section 7 is found to be unenforceable by reason of the extent, duration or scope thereof, or otherwise, then the court making such determination shall have the right to reduce such extent, duration, scope or other provision and in its reduced form any such restriction shall thereafter be enforceable as contemplated hereby.

(j) It is the intent of the parties hereto that the covenants contained in this Section 7 shall be enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which enforcement is sought (the Employee hereby acknowledging that said restrictions are reasonably necessary for the protection of the Company). Accordingly, it is hereby agreed that if any of the provisions of this Section 7 shall be adjudicated to be invalid or unenforceable for any reason whatsoever, said provision shall be (only with respect to the operation thereof in the particular jurisdiction in which such adjudication is made) construed by limiting and reducing it so as to be enforceable to the extent permissible, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of said provision in any other jurisdiction.

8. General. This Agreement is further governed by the following provisions:

(a) Notices. All notices relating to this Agreement shall be in writing and shall be either personally delivered, sent by telecopy (receipt confirmed) or mailed by certified mail, return receipt requested, to be delivered at such address as is indicated below, or at such other address or to the attention of such other person as the recipient has specified by prior written notice to the sending party. Notice shall be effective when so personally delivered, one business day after being sent by telecopy or three (3) days after being mailed.

To the Employer:

Jack of All Games, Inc.
2909 Crescentville Road
Cincinnati, Ohio 45069
Attention: Chief Executive Officer
Telecopier: (513) 326-3026

With copies to:

Take-Two Interactive Software, Inc.
575 Broadway
New York, New York 10012
Attention: Ryan A. Brant, Chief Executive Officer
Telecopier:

and

Tenzer Greenblatt LLP
405 Lexington Avenue
New York, New York 10174
Attention: Kenneth Selterman, Esq.
Telecopier: 212-885-5001

To the Employee:

Robert Alexander
Jack of All Games, Inc.
2909 Crescentville Road
Cincinnati, Ohio 45069
Telecopier:

With a copy to:

Keating Muething & Klekamp, P.L.L.
One East Fourth Street
Cincinnati, Ohio 45202
Attention: Gehl Babinec, Esq.
Telecopier: (513) 579-6457

(b) Parties in Interest. Employee may not delegate his duties or assign his rights hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(c) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the Employee by the Employer and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever; provided that the provisions of Section 5.2 of the Merger Agreement shall also apply to Employee. Any modification or termination of this Agreement will be effective only if it is in writing signed by the party to be charged.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Employee agrees to and hereby does submit to jurisdiction before any state or federal court of record in New York City, New York, or in the state and county in which such violation may occur, at Employer's election.

(e) Employee Warranty. Employee hereby warrants and represents as follows:

(i) That the execution of this Agreement and the discharge of Employee's obligations hereunder will not breach or conflict with any other contract, agreement, or understanding between Employee and any other party or parties.

(ii) Employee has ideas, information and know-how relating to the type of business conducted by Employer, and Employee's disclosure of such ideas, information and know-how to Employer will not conflict with or violate the rights of any third party or parties.

(f) Company Warranty. The Company hereby warrants and represents that the execution of this Agreement and the discharge of the Company's obligations hereunder will not breach or conflict with any other contract, agreement, or understanding between the Company and any other party or parties.

(g) Severability. In the event that any term or condition in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or condition of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable term or condition had never been contained herein.

(h) Execution in Counterparts. This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto.

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

JACK OF ALL GAMES, INC.

By: /s/ Ryan A. Brant

Name: Ryan A. Brant
Title: Chairman of the Board

/s/ Robert Alexander

Robert Alexander

JACK OF ALL GAMES, INC.
2909 Crescentville Road
West Chester, OH 45069

September 10, 1998

Robert Alexander
1255 Coventry Woods
Cincinnati, Ohio 45230

Re: Amendment to Employment Agreement

Dear Mr. Alexander:

Reference is made to the employment agreement, dated August 31, 1998, between you and Jack of All Games, Inc.

This letter confirms our agreement that Section 3(c) of the Employment Agreement, with respect to Options granted to the employee, is hereby amended in its entirety to provide for 100,000 Options in lieu of 125,000 Options, to read as follows:

"(c) In addition to the foregoing, and subject to the terms and conditions of the Parent's 1997 Stock Option Plan (the "Plan"), a copy of which has been made available to the Employee, the Employee shall be granted as a matter of separate agreement, and not in lieu of Salary or any other compensation for services, the right and option (the "Option"), in the form of incentive stock options to the extent available, to purchase pursuant to the Plan all or any part of an aggregate of up to 100,000 shares of the authorized but unissued common stock, par value $.01 per share, of the Parent (the "Shares"), at the exercise price of $5.625 per Share, exercisable during the five (5) year period, with respect to any incentive stock options, or ten (10) year period (with respect to all other options granted pursuant hereto) commencing as of the date hereof and terminating on the close of business on August 31, 2008 or August 31, 2003, respectively, as follows: (i) 50,000 of the Shares are immediately vested and may be purchased as of the date hereof and (ii) an additional 50,000 of the Shares may be purchased commencing on the first anniversary hereof; and then, only to the extent that the Employee is still eligible under the terms of the Plan; provided, however, in the event

that the Employee is terminated by reason of death or disability pursuant to Section 6(b) hereof or in the event of any transaction pursuant to Section 4 of the Plan, any options not vested at the time of termination pursuant thereto shall immediately vest."

Except as set forth herein, the Employment Agreement shall remain in full force and effect.

Very truly yours,

JACK OF ALL GAMES, INC.

By: /s/ Nicolas A. Alexander

Nicolas A. Alexander
Chief Executive Officer

AGREED AND ACCEPTED:

/s/ Robert A. Alexander
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Robert A. Alexander