
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 18, 2013

TAKE-TWO INTERACTIVE SOFTWARE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-34003
(Commission
File Number)

51-0350842
(I.R.S. Employer
Identification No.)

622 Broadway
New York, New York
(Address of principal executive offices)

10012
(Zip Code)

Registrant's telephone number, including area code: (646) 536-2842

Registrant's Former Name or Address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On November 18, 2013, Take-Two Interactive Software, Inc. (the "Company"), following the approval of its Board of Directors, entered into an amendment (the "Amendment") to the Non-Qualified Stock Option Agreement, dated August 27, 2007 (the "Option Agreement"), by and between the Company and ZelnickMedia Corporation ("ZelnickMedia"). Pursuant to the Option Agreement, and in connection with the Company's Management Agreement with ZelnickMedia, in August 2007, the Company issued stock options to ZelnickMedia to acquire 2,009,075 shares of the Company's common stock at an exercise price of \$14.74 per share, which vested over 36 months and expire 10 years from the date of grant. All of the stock options are currently outstanding.

The Amendment permits ZelnickMedia to exercise the stock options under the Option Agreement on a "net exercise" basis by directing the Company to withhold a number of shares having a fair market value equal to aggregate exercise price. A net exercise of the ZelnickMedia options will result in less dilution to the market. The foregoing summary is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is filed herewith as Exhibit 10.1 and incorporated in this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d)

Exhibits:

10.1 Amendment to Non-Qualified Stock Option Agreement with ZelnickMedia Corporation, dated as of November 18, 2013.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: /s/ Lainie Goldstein

Name: Lainie Goldstein

Title: Chief Financial Officer

Date: November 18, 2013

EXHIBIT INDEX

Exhibits

Description

10.1 Amendment to Non-Qualified Stock Option Agreement with ZelnickMedia Corporation, dated as of November 18, 2013.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

AMENDMENT
TO
NON-QUALIFIED STOCK OPTION AGREEMENT

This Amendment (“**Amendment**”) to the Agreement (defined below) is entered into as of November 18, 2013.

WHEREAS, Take-Two Interactive Software, Inc. (the “**Company**”), and ZelnickMedia Corporation (the “**Participant**”), are parties to that certain non-qualified stock option agreement, dated as of August 27, 2007 (the “**Agreement**”), pursuant to which the Participant received a grant of a non-qualified stock option (the “**Option**”) to purchase shares of the Company’s common stock, par value \$0.01 per share, under the Company’s 2002 Stock Option Plan (the “**Plan**”); and

WHEREAS, Section 15 of the Plan permits the Board of Directors of the Company (the “**Board**”) to amend the terms of any award granted under the Plan, provided that the terms of any such amendment are not inconsistent with any provisions of the Plan and that such amendment does not adversely affect the rights of any person to whom an award has been granted without the consent of such person; and

WHEREAS, the Board desires to amend the Agreement to permit the Participant to utilize a “net exercise” procedure when exercising the Option.

NOW, THEREFORE, pursuant to Section 15 of the Plan, the Agreement is hereby amended as follows:

1. **Capitalized Terms**. Capitalized terms that are not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.
2. **Amendment to the Agreement**. The last sentence of Section 3(b) is hereby amended in its entirety to read as follows:

“Payment of the Purchase Price may be satisfied by (A) a cash payment from the Participant to the Company, which may be paid by check or other instrument acceptable to the Company; (B) the Participant delivering to the Company shares of Common Stock which are already owned by the Participant and have been owned by the Participant for at least six months (or such other period as the Committee may, in its sole discretion, determine), valued at the Fair Market Value thereof on the date of exercise; (C) the Participant delivering to the Company an executed exercise form together with irrevocable instructions to a broker-dealer to sell or margin a sufficient portion of the Common Stock with respect to which the Option is being exercised

sold or margined and deliver the sale or margin loan proceeds directly to the Company to pay for the Purchase Price; or (D) the Participant authorizing the Company to effectuate a “net exercise,” pursuant to which the Participant will receive the number of shares of Common Stock exercised, reduced by the number of shares of Common Stock equal to the Purchase Price divided by the Fair Market Value per share of Common Stock on the date of exercise.”

3. **Ratification and Confirmation.** Except as specifically amended hereby, the Agreement is hereby ratified and confirmed in all respects and remains in full force and effect.

4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

5. **Headings.** Section headings are for convenience only and shall not be considered a part of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed, effective as of November 18, 2013.

TAKE-TWO INTERACTIVE SOFTWARE, INC.

/s/ Lainie Goldstein

Name: Lainie Goldstein

Title: Chief Financial Officer

[Signature Page to Non-Qualified Stock Option Agreement Amendment]