

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, \$0.01 par value

(Title of Class of Securities)

874054 10 9

(CUSIP Number)

Robert Zack, Esq.
OppenheimerFunds, Inc.
Two World Financial Center
225 Liberty Street, 11th Floor
New York, NY 10281
(212) 323-0200

D. E. Shaw Valence Portfolios, L.L.C.
Attn: Compliance Department
Tower 45, 39th Floor
120 West 45th Street
New York, NY 10036
(212) 478-0000

Peter Nussbaum, Esq.
S.A.C. Capital Advisors, LLC
72 Cummings Point Road
Stamford, CT 06902
(203) 890-2000

Andrew S. Paul, Esq.
Tudor Investment Corporation
1275 King Street
Greenwich, CT 06831
(203) 863-6700

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

March 4, 2007

(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 that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 249.13d-1(g), check the following box. x (See explanatory note to this Schedule 13D)

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* 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).

Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
OppenheimerFunds, Inc.
 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a) x
 - (b) o
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Colorado
- | | | | | | |
|--|--|--|----------------------------|------------|--|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | | 7. Sole Voting Power | | None | |
| | | 8. Shared Voting
Power | 17,730,046 (See Item 5(b)) | | |
| | | 9. Sole Dispositive Power | | None | |
| | | 10. Shared Dispositive Power | | 17,881,006 | |
| | | 11. Aggregate Amount Beneficially Owned by Each Reporting Person | | 17,881,006 | |
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 24.5% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) IA

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
D. E. Shaw Valence Portfolios, L.L.C.
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) WC
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | | |
|--|-----|--------------------------|-----------|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | | 7. Sole Voting Power | None |
| | 8. | Shared Voting
Power | 6,573,466 |
| | 9. | Sole Dispositive Power | None |
| | 10. | Shared Dispositive Power | 6,573,466 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 6,573,466
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 9.0% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) OO

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
D. E. Shaw & Co., L.P.
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input type="radio"/>
(b)	<input type="radio"/>
 3. SEC Use only
 4. Source of funds (See Instructions) AF
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | | |
|--|--|------------------------------|-----------|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | | 7. Sole Voting Power | None |
| | | 8. Shared Voting
Power | 6,573,466 |
| | | 9. Sole Dispositive Power | None |
| | | 10. Shared Dispositive Power | 6,573,466 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 6,573,466
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 9.0% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) IA, PN

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
David E. Shaw
 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a)
 - (b)
 3. SEC Use only
 4. Source of funds (See Instructions) AF
 5. Check 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 | | None | |
| | | 8. Shared Voting
Power | 6,573,466 | | |
| | | 9. Sole Dispositive Power | | None | |
| | | 10. Shared Dispositive Power | | 6,573,466 | |
| | | 11. Aggregate Amount Beneficially Owned by Each Reporting Person | | | 6,573,466 |
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
 13. Percent of Class Represented by Amount in Row (11) 9.0% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) IN

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 S.A.C. Capital Advisors, LLC
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) AF
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | |
|--|------------------------------|-----------|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | |
| | 8. Shared Voting
Power | 2,701,610 |
| | 9. Sole Dispositive Power | |
| | 10. Shared Dispositive Power | 2,701,610 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 2,701,610
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 3.7% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) OO

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 S.A.C. Capital Management, LLC
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) AF
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | | |
|--|------------------------------|-----------|--|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | | |
| | 8. Shared Voting
Power | 2,701,610 | |
| | 9. Sole Dispositive Power | | |
| | 10. Shared Dispositive Power | 2,701,610 | |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 2,701,610
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 3.7% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) OO

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 Sigma Capital Management, LLC

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	x
(b)	o

3. SEC Use only

4. Source of funds (See Instructions) AF

5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o

6. Citizenship or Place of Organization Delaware

- Number of Shares Beneficially Owned by Each Reporting Person With:

7.	Sole Voting Power	
8.	Shared Voting Power	1,000,000
9.	Sole Dispositive Power	
10.	Shared Dispositive Power	1,000,000

11. Aggregate Amount Beneficially Owned by Each Reporting Person 1,000,000

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o

13. Percent of Class Represented by Amount in Row (11) 1.4% based on 72,838,149 shares outstanding as of February 26, 2007

14. Type of Reporting Person (See Instructions) OO

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 CR Intrinsic Investors, LLC
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) AF
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | | |
|--|------------------------------|-----------|--|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | | |
| | 8. Shared Voting
Power | 2,000,000 | |
| | 9. Sole Dispositive Power | | |
| | 10. Shared Dispositive Power | 2,000,000 | |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 2,000,000
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 2.7% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) OO

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
Steven A. Cohen
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) AF
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization United States
- | | | | |
|--|------------------------------|-----------|--|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | | |
| | 8. Shared Voting
Power | 5,701,610 | |
| | 9. Sole Dispositive Power | | |
| | 10. Shared Dispositive Power | 5,701,610 | |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 5,701,610
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
 13. Percent of Class Represented by Amount in Row (11) 7.8% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) IN

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 Tudor Investment Corporation
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	x
(b)	o
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | |
|--|------------------------------|---------------------------|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | 0 |
| | 8. Shared Voting
Power | 3,183,233 (See Item 5(b)) |
| | 9. Sole Dispositive Power | 0 |
| | 10. Shared Dispositive Power | 3,183,233 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 3,183,233
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x
 13. Percent of Class Represented by Amount in Row (11) 4.4% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) CO

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 Paul Tudor Jones, II
 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a) x
 - (b) o
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization United States
- | | | | | |
|--|--|------------------------------|---------------------------|--|
| Number of Shares Beneficially Owned by Each Reporting Person With: | | 7. Sole Voting Power | 0 | |
| | | 8. Shared Voting Power | 3,475,946 (See Item 5(b)) | |
| | | 9. Sole Dispositive Power | 0 | |
| | | 10. Shared Dispositive Power | 3,475,946 | |
| 11. Aggregate Amount Beneficially Owned by Each Reporting Person | | | 3,475,946 | |
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x
 13. Percent of Class Represented by Amount in Row (11) 4.8% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) IN

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
James J. Pallotta
 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a) x
 - (b) o
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization United States
- | | | | |
|--|--|---|---------------------------|
| Number of Shares Beneficially Owned by Each Reporting Person With: | | 7. Sole Voting Power | 0 |
| | | 8. Shared Voting Power | 3,475,946 (See Item 5(b)) |
| | | 9. Sole Dispositive Power | 0 |
| | | 10. Shared Dispositive Power | 3,475,946 |
| 11. Aggregate Amount Beneficially Owned by Each Reporting Person | | | 3,475,946 |
| 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) | | | x |
| 13. Percent of Class Represented by Amount in Row (11) | | 4.8% based on 72,838,149 shares outstanding as of February 26, 2007 | |
| 14. Type of Reporting Person (See Instructions) | | | IN |

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 Tudor Proprietary Trading, L.L.C.
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | |
|--|------------------------------|-------------------------|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | 0 |
| | 8. Shared Voting
Power | 292,713 (See Item 5(b)) |
| | 9. Sole Dispositive Power | 0 |
| | 10. Shared Dispositive Power | 292,713 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 292,713
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x
 13. Percent of Class Represented by Amount in Row (11) 0.4% based on 72,838,149 shares outstanding as of February 26, 2007
 14. Type of Reporting Person (See Instructions) OO

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
The Raptor Global Portfolio Ltd.
 2. Check the Appropriate Box if a Member of a Group (See Instructions)
 - (a) x
 - (b) o
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Cayman Islands
- | | | | | |
|--|--|------------------------------|---------------------------|---|
| Number of Shares Beneficially Owned by Each Reporting Person With: | | 7. Sole Voting Power | 0 | |
| | | 8. Shared Voting Power | 2,617,307 (See Item 5(b)) | |
| | | 9. Sole Dispositive Power | 0 | |
| | | 10. Shared Dispositive Power | 2,617,307 | |
| 11. Aggregate Amount Beneficially Owned by Each Reporting Person | | | 2,617,307 | |
| 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) | | | | x |
| 13. Percent of Class Represented by Amount in Row (11) | | | | 3.6% based on 72,838,149 shares outstanding as of February 26, 2007 |
| 14. Type of Reporting Person (See Instructions) | | | | CO |

1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only)
 The Altar Rock Fund L.P.
 2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)	<input checked="" type="checkbox"/>
(b)	<input type="checkbox"/>
 3. SEC Use only
 4. Source of funds (See Instructions) OO
 5. Check if disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
 6. Citizenship or Place of Organization Delaware
- | | | |
|--|------------------------------|------------------------|
| Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With: | 7. Sole Voting Power | 0 |
| | 8. Shared Voting
Power | 22,267 (See Item 5(b)) |
| | 9. Sole Dispositive Power | 0 |
| | 10. Shared Dispositive Power | 22,267 |
11. Aggregate Amount Beneficially Owned by Each Reporting Person 22,267
 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) x
 13. Percent of Class Represented by Amount in Row (11) Less than 0.1% based on 72,838,149 shares outstanding as of
February 26, 2007
 14. Type of Reporting Person (See Instructions) PN

EXPLANATORY NOTE

Certain of the shares of the Issuer's Common Stock ("Shares") to which this Schedule 13D relates were previously reported by certain of the Reporting Persons on Schedule 13G as follows:

OppenheimerFunds, Inc. - Schedule 13G, the last amendment of which was filed on February 15, 2007.

D. E. Shaw Valence Portfolios, L.L.C.; D. E. Shaw & Co., L.P. and David E. Shaw - Schedule 13G, the last amendment of which was filed on February 14, 2007.

S.A.C. Capital Advisors, LLC; S.A.C. Capital Management, LLC; Sigma Capital Management, LLC; CR Intrinsic Investors, LLC and Steven A. Cohen - Schedule 13G, filed on January 22, 2007.

This Schedule 13D shall be deemed to be a conversion of each Schedule 13G set forth above pursuant to Rule 13d-1(e) under the Exchange Act.

Item 1. Security and Issuer

(a) Title of Class of Equity Securities to which this Statement relates:

Common Stock, par value \$0.01 per share

(b) Name and Address of Issuer's Principal Executive Offices:

Take-Two Interactive Software, Inc.
622 Broadway, New York, New York, 10012

Item 2. Identity and Background

This Schedule 13D is being filed on behalf of each the following individuals or entities (collectively, the "Reporting Persons"):

<u>Name of Reporting Person</u>	<u>Citizenship (individuals) or Place of Organization (entities)</u>	<u>Address</u>
OppenheimerFunds, Inc.	Colorado	Two World Financial Center 225 Liberty Street, 11th Floor New York, New York 10281
D. E. Shaw Valence Portfolios, L.L.C.	Delaware	Tower 45, 39th Floor 120 West 45th Street New York, New York 10036
D. E. Shaw & Co., L.P.	Delaware	Tower 45, 39th Floor 120 West 45th Street New York, New York 10036
David E. Shaw	United States	Tower 45, 39th Floor 120 West 45th Street New York, New York 10036
S.A.C. Capital Advisors, LLC	Delaware	72 Cummings Point Road Stamford, Connecticut 06902
S.A.C. Capital Management, LLC	Delaware	540 Madison Avenue New York, New York 10022
Sigma Capital Management, LLC	Delaware	540 Madison Avenue New York, New York 10022

Name of Reporting Person	Citizenship (individuals) or Place of Organization (entities)	Address
CR Intrinsic Investors, LLC	Delaware	72 Cummings Point Road Stamford, Connecticut 06902
Steven A. Cohen	United States	72 Cummings Point Road Stamford, Connecticut 06902
Tudor Investment Corporation	Delaware	1275 King Street Greenwich, Connecticut 06831
Paul Tudor Jones, II	United States	c/o Tudor Investment Corporation 1275 King Street Greenwich, Connecticut 06831
James J. Pallotta	United States	c/o Tudor Investment Corporation 50 Rowes Wharf, 6th Floor Boston, Massachusetts 02110
Tudor Proprietary Trading, L.L.C.	Delaware	1275 King Street Greenwich, Connecticut 06831
The Tudor BVI Global Portfolio Ltd.	Cayman Islands	c/o CITCO Fund Services Kaya Flamboyan 9 P.O. Box 4774 Curaçao, Netherlands Antilles
The Raptor Global Portfolio Ltd.	Cayman Islands	c/o CITCO Fund Services Kaya Flamboyan 9 P.O. Box 4774 Curaçao, Netherlands Antilles
The Altar Rock Fund L.P.	Delaware	c/o Tudor Investment Corporation 1275 King Street Greenwich, Connecticut 06831

OppenheimerFunds, Inc.:

This Schedule 13D relates to Shares held for the accounts of various investment companies and separately managed accounts advised by OppenheimerFunds, Inc., a Colorado corporation (“OFI”). The principal business of OFI is management of the investment activities of investment companies and separately managed accounts. OFI serves as investment manager, in each case, under an investment advisory agreement. In such capacity, and pursuant to the terms of the applicable investment advisory agreements, OFI may be deemed to have voting and dispositive power over the Shares referenced in this Schedule 13D as described in Item 5(b).

OFI is a subsidiary of Oppenheimer Acquisition Corporation, a New York corporation (“OAC”), whose principal office is located at the same address as the principal office of OFI. OAC is a holding company. OAC is a wholly owned subsidiary of MassMutual Holdings LLC, a Delaware limited liability company (“MMH LLC”), whose principal office is located at 1295 State Street, Springfield, MA 01111. MMH LLC is a holding company. MMH LLC is a wholly owned subsidiary of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation (“MMLIC”), whose principal office is located at the same address as the principal office of MMH LLC. MMLIC is engaged primarily in the insurance business.

The name, citizenship, business address and present principal employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each natural person that is a director or executive officer of OFI and MMLIC, to the best knowledge and belief of OFI, is set forth on Exhibit 99.5 hereto and is incorporated by reference herein.

During the past five years, none of OFI, OAC, or, to the best knowledge and belief of OFI, MMH LLC, MMLIC or any of the individuals listed on Exhibit 99.5 hereto, has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors), or (ii) 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. None of OFI, OAC, or, to the best knowledge and belief of OFI, MMH LLC, MMLIC, or any of the individuals listed on Exhibit 99.5 hereto, beneficially owns any Shares except as set forth in Exhibit 99.5 hereto.

D. E. Shaw Reporting Persons:

This Schedule 13D is filed on behalf of D. E. Shaw Valence Portfolios, L.L.C., a Delaware limited liability company (“Valence”), D. E. Shaw & Co., L.P., a Delaware limited partnership (“DESCO LP”), and David E. Shaw, a citizen of the United States (David E. Shaw, together with Valence, and DESCO LP, collectively, the “D. E. Shaw Reporting Persons”).

The principal business of D. E. Shaw Valence Portfolios, L.L.C., a Delaware limited liability company (“Valence”), is that of a limited liability company focusing primarily on equity- and equity-linked securities related investment strategies. Valence has no executive officers or directors. The principal business of DESCO LP is to act as an investment adviser to certain funds, including, without limitation, Valence. DESCO LP is also the managing member of Valence. D. E. Shaw & Co., Inc., a Delaware corporation (“DESCO Inc.”), is the general partner of DESCO LP. David E. Shaw is the president and sole shareholder of DESCO Inc.

During the past five years, none of the D. E. Shaw Reporting Persons and DESCO Inc. has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors), or (ii) a party to a civil proceeding of and DESCO Inc. 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.

SAC Reporting Persons:

This Schedule 13D is filed by: (i) S.A.C. Capital Advisors, LLC (“SAC Capital Advisors”), with respect to Shares beneficially owned by S.A.C. Capital Associates, LLC (“SAC Capital Associates”), S.A.C. Meridian Fund, LLC (“SAC Meridian”) and S.A.C. Select Fund, LLC (“SAC Select”); (ii) S.A.C. Capital Management, LLC (“SAC Capital Management”), with respect to Shares beneficially owned by SAC Capital Associates, SAC Meridian and SAC Select; (iii) Sigma Capital Management, LLC (“Sigma Capital Management”) with respect to Shares beneficially owned by Sigma Capital Associates, LLC (“Sigma Capital Associates”); (iv) CR Intrinsic Investors, LLC (“CR Intrinsic Investors”) with respect to Shares beneficially owned by CR Intrinsic Investments, LLC (“CR Intrinsic Investments”); and (v) Steven A. Cohen with respect to Shares beneficially owned by SAC Capital Advisors, SAC Capital Management, Sigma Capital Management, CR Intrinsic Investors, SAC Capital Associates, SAC Meridian, SAC Select, Sigma Capital Associates and CR Intrinsic Investments.

Each of SAC Capital Associates, SAC Meridian, SAC Select, Sigma Capital Associates and CR Intrinsic Investments (together, the “SAC Portfolio Funds”) is a private investment limited liability company. Each of the SAC Portfolio Funds was organized in Anguilla. The principal business of each of SAC Capital Advisors, SAC Capital Management, Sigma Capital Management and CR Intrinsic Investors (together, the “SAC Management Companies”) is to serve as investment manager to certain investment funds, including the SAC Portfolio Funds, and to control the investing and trading in securities of these investment funds. The principal business of Mr. Cohen is to act as the principal of certain investment managers, including each of the SAC Management Companies. The SAC Portfolio Funds, the SAC Management Companies and Mr. Cohen may be referred to collectively herein as the “SAC Reporting Persons.”

During the past five years, none of the SAC Reporting Persons has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors), or (ii) 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.

Tudor Reporting Persons:

Tudor Investment Corporation, a Delaware corporation (“TIC”), is a money management firm that provides investment advice to The Tudor BVI Global Portfolio Ltd., a Cayman Islands company (“BVI”), The Raptor Global Portfolio Ltd., a Cayman Islands company (“Raptor”), and The Altar Rock Fund L.P., a Delaware limited partnership (“Altar Rock”), among others. TIC is also the sole general partner of Altar Rock.

The principal employment of Mr. Jones, a United States citizen, is as Chairman and Chief Executive Officer of TIC, of which he owns a majority of the capital stock and voting securities, and Tudor Proprietary Trading, L.L.C., a Delaware limited liability company (“TPT”), of which he is the indirect principal equity owner, as described in Item 5(b).

The principal employment of Mr. Pallotta, a citizen of the United States, is as Vice Chairman of TIC and Managing Director of TPT, for both of which he is a Portfolio Manager and may be deemed to have voting and investment authority with respect to the securities of the Issuer as described in Item 5(b).

Each of BVI, Raptor and Altar Rock is an investment fund which principally invests in debt, equity, derivative securities and other financial instruments for the benefit of the holders of its partnership, stock and other capital securities.

TPT is a proprietary trading vehicle which principally invests in debt, equity, derivative securities and other financial instruments for the benefit of the holders of its capital securities.

The name, residence or business address, present principal occupation or employment, the name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each natural person that is a director or executive officer of TIC, TPT, BVI, or Raptor is set forth on Exhibit 99.6 hereto and is incorporated by reference herein.

During the past five years, none of TIC, Mr. Jones, Mr. Pallotta, BVI, TPT, Raptor and Altar Rock (the “Tudor Reporting Persons”), or to the best knowledge and belief of the Tudor Reporting Persons, any of the individuals listed on Exhibit 99.6 hereto, has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors), or (ii) 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.

Item 3. Source and Amount of Funds or Other Consideration

See Item 4.

OFI

OFI owns no Shares directly. All shares beneficially owned by OFI were acquired by its advisory clients, including investment companies and separately managed account clients, using, in the aggregate, approximately \$350,678,680 (excluding commissions) of their own working capital or other resources.

D. E. Shaw Reporting Persons:

In acquiring 6,573,466 Shares beneficially owned by Valence, Valence expended approximately \$106,733,100 (excluding commissions) of its working capital.

SAC Reporting Persons:

The SAC Portfolio Funds expended an aggregate of approximately \$100,868,483 of their investment capital to purchase 5,701,610 Shares (the “SAC Shares”). All of the SAC Shares were acquired in open market purchases on NASDAQ. The SAC Shares are held by the SAC Portfolio Funds in cash accounts maintained at Goldman Sachs & Co., Morgan Stanley & Co. and Credit Suisse Securities (USA) LLC.

Tudor Reporting Persons:

See Item 5(c). The Tudor Reporting Persons expended an aggregate of approximately \$46,198,850 of their investment capital to purchase 3,475,946 Shares. The sources of funds used to purchase Shares by each of the Tudor Reporting Persons were (i) capital contributions to such Tudor Reporting Person and (ii) the proceeds of transactions with respect to prior investments held by such Tudor Reporting Persons.

Item 4. Purpose of Transaction

The Reporting Persons originally acquired the Shares subject to this Schedule for investment purposes, in the Reporting Persons’ ordinary course of business, and not with the purpose nor with the effect of changing or influencing the control or management of the Issuer and without any agreement with any third party to act together for the purpose of acquiring, holding, voting or disposing of equity securities of the Issuer. Other than as set forth in this Item 4, the Reporting Persons may, from time to time, acquire or cause to acquire additional Shares or dispose or cause to dispose some or all of their Shares, engage in lending, short-selling or hedging or similar transactions with some or all of their Shares, or may continue to hold the Shares, depending on business and market conditions, their continuing evaluation of the business and prospects of the Issuer, general investment and trading policies of the Reporting Persons, and other factors, including changing their intention with respect to any or all matters referred to in this Item 4, except as may be prohibited by the Agreement (as defined below).

On February 28, 2007, the Issuer filed a definitive proxy statement on Schedule 14A (the "Issuer Proxy Statement") with the Securities and Exchange Commission ("SEC"), which contained a Notice of Annual Meeting of Stockholders of the Issuer (the "Meeting Notice"), announcing that such meeting will be held on Friday, March 23, 2007, at 4:00 P.M. local time at the Hotel Gansevoort, 18 Ninth Avenue, New York, New York 10014. Such meeting, including any adjournments or postponements thereof, is referred to herein as the "Annual Meeting" and the date of the Annual Meeting is referred to herein as the "Annual Meeting Date." The Meeting Notice set forth the purposes of the Annual Meeting, one of which is the election of six directors to hold office until the Issuer's next Annual Meeting of Stockholders and until their respective successors have been duly elected and qualified. The Issuer Proxy Statement indicates that the Board of Directors of the Issuer (the "Board") has nominated six incumbent directors to stand for re-election to the Board, and that the remaining three incumbent directors have declined to stand for re-election.

A written agreement (the "Agreement") was entered into as of March 4, 2007 by OppenheimerFunds, Inc., D. E. Shaw Valence Portfolios, L.L.C., S.A.C. Capital Management, LLC and Tudor Investment Corporation (collectively, the "Group"), and ZelnickMedia Corporation ("ZelnickMedia"), thereby forming a group under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which consists of the Reporting Persons. Pursuant to the rules of the SEC promulgated under the Exchange Act, the Group was deemed to have acquired beneficial ownership, for purposes of Sections 13(d) and 13(g) of the Exchange Act, of all equity securities of the Issuer beneficially owned by each member of the Group. None of the members of the Group purchased any additional Shares in connection with the Agreement. The description of the Agreement in this Schedule 13D is qualified in its entirety by reference to the full text of the Agreement, a copy of which is filed with this Schedule 13D as [Exhibit 99.2](#). The members of the Group and others held a series of meetings before March 4, 2007 to discuss the transactions contemplated by the matters described in this Item 4, but no agreement was reached among the parties as a result of such meetings, and no group was formed under the Exchange Act, until March 4, 2007.

Under the Agreement, each member of the Group has agreed to attend the Annual Meeting, in person or by proxy, such that all Shares (other than Shares which, on the Record Date, were lent by members of the Group to third parties in the ordinary course of business and as to which the applicable member did not have the right to vote ("Loaned Shares")) held by such Group member and its affiliates are represented at the Annual Meeting, and to vote such Shares (other than Loaned Shares) at the Annual Meeting, in person or by proxy, in favor of the election of six director candidates who are specified by the Agreement, and to vote as set forth in the Agreement with respect to other actions. The purpose of the Agreement is for the Group to affirmatively vote for the Group's slate of director candidates instead of the incumbent directors. If the Group's slate of director candidates receive the affirmative vote of a plurality of the Shares present in person or represented by proxy at the Annual Meeting, provided a quorum exists, the effect of the Agreement will be the election of the director candidates proposed by the Group. In addition, pursuant to the Agreement and in accordance with the by-laws of the Issuer, the Group will affirmatively vote at the Annual Meeting to reduce the size of the Board from nine to six. As a result, the six director candidates proposed by the Group would constitute the entire Board of Directors. See Item 5(b).

Pursuant to the Agreement, the Group will not vote any Shares at the Annual Meeting other than as set forth in the Agreement. The Agreement provides that the Group will affirmatively vote at the Annual Meeting in favor of proposal 3 listed in the Meeting Notice (a proposal to ratify the appointment of Ernst & Young LLP as the Issuer's independent registered public accounting firm for its fiscal year ending October 31, 2007), in favor of proposal 2 listed in the Meeting Notice (a proposal to amend the Issuer's Incentive Stock Plan to increase the number of Shares reserved for issuance thereunder by 2,000,000), and against proposal 4 listed in the Meeting Notice (a stockholder proposal requesting that the Board's Compensation Committee, when setting executive compensation, include social responsibility as well as corporate governance financial criteria in the evaluation).

NEITHER THE AGREEMENT NOR THIS SCHEDULE 13D IS A SOLICITATION AND NO STOCKHOLDER OF THE ISSUER IS REQUESTED TO JOIN THE AGREEMENT. THE REPORTING PERSONS ARE NOT HEREBY SOLICITING, AND DO NOT INTEND TO SOLICIT, ANY STOCKHOLDER TO VOTE, WITHHOLD A VOTE, GRANT A PROXY WITH REGARD TO, OR IN ANY OTHER WAY TAKE ACTION WITH REGARD TO THE ELECTION OF DIRECTORS OR ANY OTHER MATTER TO BE VOTED UPON AT THE ANNUAL MEETING. THE REPORTING PERSONS WILL NOT ACCEPT PROXIES FROM ANY STOCKHOLDER IN CONNECTION WITH THE ACTIONS CONTEMPLATED BY THE AGREEMENT. The Reporting Persons do not intend to make any public statements regarding these matters or respond to inquiries by other stockholders regarding these matters. The Reporting Persons believe that all stockholders should make independent decisions regarding the election of directors and any other matter to be voted upon at the Annual Meeting.

The Group's director candidates are currently expected to be Strauss Zelnick, Benjamin Feder, Jon J. Moses, Michael Dornemann, Michael James Sheresky and a sixth person who will be identified in an amendment to this Schedule 13D, which will be filed before the Annual Meeting. Each candidate named above was recommended to the Group by ZelnickMedia (in the case of Mr. Sheresky, upon the recommendation of OppenheimerFunds, Inc.). Either of Grover C. Brown and John Levy, who are incumbent, independent directors of the Issuer, may be included among the Group's six director candidates pursuant to the Agreement, as selected by a majority of Group members, assuming such director's willingness to serve. If neither of the foregoing incumbent directors selected by a majority of the Group members is willing to serve, another director shall be selected by a majority of the Group members.

Under the Agreement, each Group member has agreed:

- not to sell, assign, transfer or otherwise dispose of (any such transaction being herein collectively called a "Transfer"), or to advise any of its affiliates to Transfer, all or any of the securities of the Issuer beneficially owned by it, unless as a condition to any such Transfer the transferee agrees to be bound by the terms and provisions of the Agreement; and
- to retain, and not in any way compromise or encumber, the right to vote all securities (other than Loaned Shares) of the Issuer beneficially owned by such member as of the Record Date and the Annual Meeting Date.

In addition, pursuant to the Agreement, the Group will vote at the Annual Meeting in favor of a resolution recommending to the Board that the following actions be taken:

- adoption and approval of the amended and restated by-laws of the Issuer, in the form that is attached to the Agreement and filed with this Schedule 13D as Exhibit 99.3;
- approval of the execution, delivery and performance by the Issuer of a Management Agreement with ZelnickMedia, in the form that is attached to the Agreement and filed with this Schedule 13D as Exhibit 99.4;
- approval of the Issuer's reimbursement of ZelnickMedia, upon request, for all of its reasonable expenses, costs and other third party fees (including, without limitation, reasonable fees and disbursements of counsel) incurred or to be incurred by ZelnickMedia, its directors, officers, employees, counsel, agents and representatives in connection with, relating to or arising out of its work related to the Issuer, the matters relating to the Annual Meeting or any actions taken at the Annual Meeting by the Group or any filings made or to be made in respect thereof; and
- approval of the appointment of Strauss Zelnick as non-executive chairman of the Issuer.

Pursuant to the Management Agreement:

- the Issuer will engage ZelnickMedia as its financial and management consultant;
- ZelnickMedia will consult with the Board and management of the Issuer and its subsidiaries in such manner and on such business and financial matters as may be reasonably requested from time to time by the Board;
- Mr. Zelnick will be entitled to serve as the non-executive chairman of the Issuer; and
- Mr. Zelnick, in his capacity as non-executive chairman, will report to the full Board, and will be delegated authority to hire and/or terminate the employment of, from time to time, the Chief Executive Officer and the Chief Financial Officer of the Issuer.

Mr. Zelnick currently intends to ask the Board to delegate to him the power to replace Paul Eibeler, the Chief Executive Officer of the Issuer, and review the employment status of (and to retain or terminate the employment of) Karl Winters, the Chief Financial Officer of the Issuer, promptly after Mr. Zelnick's appointment as non-executive chairman.

Under the Management Agreement, ZelnickMedia will receive a monthly management fee of \$62,500 (beginning on the execution date of the Management Agreement and on the first day of each month during the Management Agreement's term), an annual bonus of up to \$750,000 upon achievement by the Issuer of certain financial performance thresholds, an option to purchase a number of shares of the Issuer's common stock equal to 2.5% of the Shares on a fully diluted basis (which shall vest in equal monthly installments over three years), and a specified number of shares of restricted stock of the Issuer, in each case as more fully described in the Management Agreement. ZelnickMedia will also be entitled to the reimbursement of expenses in connection with the Management Agreement and any and all transactions relating thereto, whether incurred before or after the execution date of the Management Agreement. The Management Agreement will have a term ending October 31, 2011, unless earlier terminated by either ZelnickMedia or the Issuer in accordance with the terms of the Management Agreement, with automatic renewal for successive one-year periods unless either party terminates upon 90 days' prior written notification.

The description of the Management Agreement in this Schedule 13D is qualified in its entirety by reference to the full text of such document.

Under the Agreement, each of the members of the Group excluding OppenheimerFunds, Inc. has agreed to reimburse or advance ZelnickMedia, upon request, for such Group member's Share (as defined below) of all reasonable out-of-pocket, third-party expenses (including, without limitation, fees and disbursements of counsel) incurred or to be incurred by ZelnickMedia, its directors, officers, employees, counsel, agents and representatives in connection with, relating to or arising out of the matters described by the Agreement, this Schedule 13D or the actions or transactions contemplated by its work related to the Issuer, the Agreement or this Schedule 13D (in each case to the extent not reimbursed by the Issuer). The Group members' aggregate reimbursement obligations under the Agreement will not exceed \$1,500,000 unless at least all of the Group members, other than OppenheimerFunds, Inc. and other than one other Group member, consent to any increase in such amount. Notwithstanding anything to the contrary, each Group member shall be fully responsible for all such expenses arising out of such member's (or its affiliate's) gross negligence, fraud, bad faith or willful misconduct. For the purposes of the Agreement, a Group member's "Share" shall be a fraction, expressed as a percentage, the numerator of which is one and the denominator of which is the number of Group members party to the Agreement (with affiliated entities (as noted on the signature pages thereto) treated as a single Group member for such purposes), excluding OppenheimerFunds, Inc.

The Agreement will terminate upon the earlier to occur of (x) March 28, 2007, unless such date is extended by agreement of all of the parties thereto other than one of the Group members, and (y) the date of the consummation of each of the actions specified in the Agreement with respect to which the Group will vote in favor at the Annual Meeting (including, without limitation, the execution of the Management Agreement), provided that no matter shall be considered consummated under the Agreement while any claim or action of any kind, at law or equity, or any appeal of any decision thereof, is threatened in writing, initiated or pending which in any manner attempts to prevent, forestall or invalidate any such actions or matters contemplated thereby.

ZelnickMedia is a New York corporation and its principal office is located at 650 Fifth Avenue, New York, NY 10019. ZelnickMedia is a group of experienced media and communications executives who provide management expertise to a diverse group of media enterprises. Exhibit 99.10 sets forth, with respect to each executive officer and director of ZelnickMedia, the business address, citizenship and the present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. During the past five years, neither ZelnickMedia, nor any present executive officer or director of ZelnickMedia (together with ZelnickMedia, the "Zelnick Parties"), has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors), or (ii) 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.

None of the Zelnick Parties owns any securities of the Issuer on the date of the filing of this Schedule 13D, nor has any intention to acquire any such securities, other than pursuant to the Management Agreement. The filing of this Schedule 13D should not be construed as an admission by any of the Zelnick Parties that such person is, for purposes of Section 13(d) or 13(g) of the Exchange Act, the beneficial owner of any securities covered by this Schedule 13D, and each of the Zelnick Parties expressly disclaims beneficial ownership of any securities of the Issuer covered by this Schedule 13D, and membership in any group under Section 13(d) or 13(g) of the Exchange Act, including in the group consisting of the Reporting Persons.

There are no contracts, arrangements, understandings or relationships (legal or otherwise) between any Zelnick Party and (A) any Reporting Person, or (B) any other person with respect to any securities of the Issuer, except with respect to the transactions described in this Item 4.

Other than as set forth in this Item 4, neither the Reporting Persons nor the Zelnick Parties have any current plans, proposals or negotiations that relate to or would result in any of the matters referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D. The Zelnick Parties have the same plans and proposals as are set forth above with respect to the Reporting Persons.

Each Reporting Person and ZelnickMedia provided only the information as to itself and its affiliates and did not independently verify the information contained in this Schedule 13D provided by any other Reporting Person or ZelnickMedia.

Under Rule 13d-1(e) of the Exchange Act, until the expiration of the tenth day from the date of the filing of a Schedule 13D by those members of the Group who have previously filed a Schedule 13G with respect to the Issuer, those members of the Group may not vote or direct the voting of their shares of common stock of the Issuer. The members of the Group subject to Rule 13d-1(e) intend for the filing of this Schedule 13D to satisfy their filing requirement under such rule.

Item 5. Interest in Securities of the Issuer

(a) Aggregate Number and Percentage of Class Beneficially Owned:

Name of Reporting Person	Aggregate Number of Shares Owned	Percentage of Class Beneficially Owned (1)(2)	Notes
OppenheimerFunds, Inc. (2)	17,881,006	24.5%	Includes ownership reported for Oppenheimer Quest Opportunity Value Fund on Schedule 13G filed on February 15, 2007.
D. E. Shaw Valence Portfolios, L.L.C.	6,573,466	9.0%	Comprised of (i) 6,464,166 Shares in the name of D. E. Shaw Valence Portfolios, L.L.C., (ii) 51,600 Shares in the name of D. E. Shaw Valence L.L.C. ("Valence LLC") and (iii) 57,700 Shares that Valence LLC has the right to acquire through the exercise of listed call options.
D. E. Shaw & Co., L.P.	6,573,466	9.0%	Comprised of (i) 6,464,166 Shares in the name of D. E. Shaw Valence Portfolios, L.L.C., (ii) 51,600 Shares in the name of Valence LLC and (iii) 57,700 Shares that Valence LLC has the right to acquire through the exercise of listed call options.

Name of Reporting Person	Aggregate Number of Shares Owned	Percentage of Class Beneficially Owned (1)	Notes
David E. Shaw	6,573,466	9.0%	Comprised of (i) 6,464,166 Shares in the name of D. E. Shaw Valence Portfolios, L.L.C., (ii) 51,600 Shares in the name of Valence LLC and (iii) 57,700 Shares that Valence LLC has the right to acquire through the exercise of listed call options.
S.A.C. Capital Advisors, LLC	2,701,610	3.7%	Consists of (A) 2,450,010 Shares owned by SAC Capital Associates, (B) 48,200 Shares owned by SAC Meridian and (C) 203,400 Shares owned by SAC Select.
S.A.C. Capital Management, LLC	2,701,610	3.7%	Consists of (A) 2,450,010 Shares owned by SAC Capital Associates, (B) 48,200 Shares owned by SAC Meridian and (C) 203,400 Shares owned by SAC Select.
Sigma Capital Management, LLC	1,000,000	1.4%	Consists of 1,000,000 Shares owned by Sigma Capital Associates.
CR Intrinsic Investors, LLC	2,000,000	2.7%	Consists of 2,000,000 Shares owned by CR Intrinsic Investments.
Steven A. Cohen	5,701,610	7.8%	See explanatory notes for the SAC Reporting Persons.
Tudor Investment Corporation (2)	3,183,233	4.4%	See explanatory notes for the Tudor Reporting Persons.
Paul Tudor Jones, II (2)	3,475,946	4.8%	See explanatory notes for the Tudor Reporting Persons.
James J. Pallotta (2)	3,475,946	4.8%	See explanatory notes for the Tudor Reporting Persons.
Tudor Proprietary Trading, L.L.C. (2)	292,713	0.4%	See explanatory notes for the Tudor Reporting Persons.
The Tudor BVI Global Portfolio Ltd. (2)	543,659	0.7%	See explanatory notes for the Tudor Reporting Persons.
The Raptor Global Portfolio Ltd. (2)	2,617,307	3.6%	See explanatory notes for the Tudor Reporting Persons.
The Altar Rock Fund L.P. (2)	22,267	Less than 0.1%	See explanatory notes for the Tudor Reporting Persons.

(1) Based on 72,838,149 shares outstanding as of February 26, 2007 as reported in the Issuer Proxy Statement.

(2) See Item 5(b) for a description of the limitations on the rights of OppenheimerFunds, Inc. and the Tudor Reporting Persons, respectively, to vote certain Shares beneficially owned by them.

(b) Number of Shares as to which such person has:

Name of Reporting Person	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition of	Shared power to dispose or to direct the disposition of
OppenheimerFunds, Inc.	None	17,730,046	None	17,881,006
D. E. Shaw Valence Portfolios, L.L.C.	None	6,573,466	None	6,573,466
D. E. Shaw & Co., L.P.	None	6,573,466	None	6,573,466
David E. Shaw	None	6,573,466	None	6,573,466
S.A.C. Capital Advisors, LLC	None	2,701,610	None	2,701,610
S.A.C. Capital Management, LLC	None	2,701,610	None	2,701,610
Sigma Capital Management, LLC	None	1,000,000	None	1,000,000
CR Intrinsic Investors, LLC	None	2,000,000	None	2,000,000
Steven A. Cohen	None	5,701,610	None	5,701,610
Tudor Investment Corporation	None	3,183,233	None	3,183,233
Paul Tudor Jones, II	None	3,475,946	None	3,475,946
James J. Pallotta	None	3,475,946	None	3,475,946
Tudor Proprietary Trading, L.L.C.	None	292,713	None	292,713
The Tudor BVI Global Portfolio Ltd.	None	543,659	None	543,659
The Raptor Global Portfolio Ltd.	None	2,617,307	None	2,617,307
The Altar Rock Fund L.P.	None	22,267	None	22,267

OFI

Pursuant to investment management agreements, OFI shares the investment, and in certain cases, voting power with respect to securities held by its advisory clients. Certain of its registered investment company advisory clients have entered into securities lending arrangements under which securities owned by those clients may be lent to third parties. To the extent Shares were on loan on the Record Date and to the extent that such Shares are not recalled and, subject to compliance with applicable laws, a proxy acquired to vote such Shares at the Annual Meeting, neither the advisory client nor OFI, to the extent it shares voting power with such client, may vote those shares at the Annual Meeting. As of February 26, 2007, OFI advisory clients with whom OFI shared the power to vote or direct the vote, had 7,097,228 Shares out on loan. On behalf of its advisory clients, OFI is taking steps to recall the Shares on loan as of February 26, 2007 and to acquire a proxy to vote those Shares at the Annual Meeting. No assurance can be given that the Shares will be recalled or that proxies to vote such Shares at the Annual Meeting will be acquired.

OFI owns no Shares directly. Pursuant to investment management agreements, OFI shares the investment and, in certain case, voting power with respect to securities held by its advisory clients, including investment companies and separately managed account clients. By reason of the provisions of Rule 13d-3 of the Securities Exchange Act of 1934, as amended, OFI may be deemed to beneficially own 17,881,006 Shares (constituting approximately 24.5% of the Shares outstanding).

D. E. Shaw Reporting Persons:

Valence will have the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the 6,573,466 Shares beneficially owned by Valence (the "Valence Shares"). Valence disclaims beneficial ownership of any of the Shares, other than the Valence Shares, covered by this Schedule 13D.

DESCO LP as Valence's investment adviser may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Valence Shares. As general partner of DESCO LP, DESCO, Inc. may be deemed to have the shared power to vote or to direct the vote of (and the shared power to dispose or direct the disposition of) the Valence Shares. None of DESCO LP or DESCO, Inc., owns any Shares directly and each such entity disclaims beneficial ownership of the Valence Shares and of any of the Shares covered by this Schedule 13D.

David E. Shaw does not own any Shares directly. By virtue of David E. Shaw's position as president and sole shareholder of DESCO, Inc., which is the general partner of DESCO LP, David E. Shaw may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) the Valence Shares, and therefore, David E. Shaw may be deemed to be the beneficial owner of the Valence Shares. David E. Shaw disclaims beneficial ownership of the Valence Shares and of any of the Shares covered by this Schedule 13D.

SAC Reporting Persons:

The SAC Management Companies and Mr. Cohen own directly no Shares. Pursuant to investment management agreements, each of SAC Capital Advisors and SAC Capital Management share all investment and voting power with respect to the securities held by SAC Capital Associates, SAC Meridian and SAC Select. Pursuant to an investment management agreement, Sigma Capital Management maintains investment and voting power with respect to the securities held by Sigma Capital Associates. Pursuant to an investment management agreement, CR Intrinsic Investors maintains investment and voting power with respect to the securities held by CR Intrinsic Investments. Mr. Cohen, through one or more intermediary holding companies, controls each of the SAC Management Companies. By reason of the provisions of Rule 13d-3 of the Securities Exchange Act of 1934, as amended, each of (i) SAC Capital Advisors, SAC Capital Management and Mr. Cohen may be deemed to own beneficially 2,701,610 Shares (constituting approximately 3.7% of the Shares outstanding), (ii) Sigma Capital Management and Mr. Cohen may be deemed to own beneficially 1,000,000 Shares (constituting approximately 1.4% of the Shares outstanding) and (iii) CR Intrinsic Investors and Mr. Cohen may be deemed to own beneficially 2,000,000 Shares (constituting approximately 2.7% of the Shares outstanding). Each of the SAC Management Companies and Mr. Cohen disclaim beneficial ownership of any of the securities covered by this Schedule 13D.

Tudor Reporting Persons:

The Shares reported herein as beneficially owned are owned directly by TPT (292,713 Shares), BVI (543,659 Shares), Raptor (2,617,307 Shares) and Altar Rock (22,267 Shares).

Because TIC is sole general partner of Altar Rock and provides investment advisory services to BVI, Raptor and Altar Rock, TIC may be deemed to beneficially own the Shares owned by each such Tudor Reporting Person. Because Mr. Jones is the controlling shareholder of TIC and the indirect principal equity owner of TPT, Mr. Jones may be deemed to beneficially own the Shares deemed beneficially owned by each such Tudor Reporting Person. Because Mr. Pallotta is a portfolio manager of TIC and TPT with respect to the Shares held by the Tudor Reporting Persons and may be deemed to have voting and investment authority with respect to the Shares, Mr. Pallotta may be deemed to beneficially own the Shares deemed beneficially owned by each such Tudor Reporting Person.

Pursuant to its prime brokerage agreements, the Tudor Reporting Persons have entered into securities lending arrangements under which securities owned by the Tudor Reporting Persons may be lent to third parties. To the extent that any Shares were on loan on the Record Date and such shares were not recalled and, subject to compliance with applicable laws, a proxy acquired to vote such Shares at the Annual Meeting, the Tudor Reporting Persons may not vote such Shares at the Annual Meeting. On the Record Date, 2,867,401 of the Shares deemed to be beneficially owned by the Tudor Reporting Persons were subject to such lending arrangements and, thus, may not be voted by the Tudor Reporting Persons. Of the 608,545 Shares deemed to be beneficially owned by the Tudor Reporting Persons on the Record Date, TIC is deemed to beneficially own 557,299 Shares, Mr. Jones is deemed to beneficially own 608,545 Shares, Mr. Pallotta is deemed to beneficially own 608,545 Shares, TPT is deemed to beneficially own 51,246 Shares, BVI is deemed to beneficially own 95,180 Shares, Raptor is deemed to beneficially own 458,221 Shares and Altar Rock is deemed to beneficially own 3,898 Shares.

Pursuant to Rule 13d-4 of the Exchange Act, each of the Tudor Reporting Persons expressly declares that the filing of this Schedule 13D shall not be construed as an admission that any such person is, for purposes of Section 13(d) and/or Section 13(g) of the Exchange Act or otherwise, (i) the beneficial owner of any Shares held by any other person, or (ii) the beneficial owner of any Shares held or beneficially owned by any member of the Group other than such Tudor Reporting Person.

The filing of this Schedule 13D by each of the Tudor Reporting Persons shall not be considered an admission that such Tudor Reporting Person, for the purposes of Section 13(d) of the Exchange Act, is the beneficial owner of any Shares in which such Tudor Reporting Person does not have a pecuniary interest.

(c) Description of transactions in the Shares that were effected during the past sixty days by the persons named in response to paragraph (a):

OFI

Information concerning transactions in the Shares effected by OFI on behalf of its advisory clients during the past sixty days is set forth in Exhibit 99.7 and is incorporated by reference.

D. E. Shaw Reporting Persons:

Information concerning transactions in the Shares effected by the D. E. Shaw Reporting Persons during the past sixty days is set forth in Exhibit 99.8 and is incorporated by reference.

SAC Reporting Persons:

Information concerning transactions in the Shares effected by the SAC Reporting Persons during the past sixty days is set forth in Exhibit 99.9 and is incorporated by reference. Except for the transactions by the SAC Reporting Persons set forth on Exhibit 99.9 hereto, during the last sixty days there were no transactions in the Shares effected by the SAC Portfolio Funds, nor, to the best of the knowledge of the SAC Management Companies any of the SAC Management Companies' executive officers or members. All of the transactions in Shares listed on Exhibit 99.9 hereto were effected in open market purchases on NASDAQ through various brokerage entities.

Tudor Reporting Persons:

The Tudor Reporting Persons have not engaged in any transactions in the Issuer's securities in the past sixty days, other than monthly rebalancing solely between the Tudor Reporting Persons in the ordinary course of business.

(d) Not applicable.

(e) Not applicable.

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

See Item 4 and Item 5.

Pursuant to Rule 13d-1(k) promulgated under the Exchange Act, the Reporting Persons have entered into a Joint Filing Agreement, a copy of which is filed with this Schedule 13D as Exhibit 99.1, with respect to the joint filing of this Schedule 13D and any amendment or amendments thereto.

D. E. Shaw Reporting Persons:

Valence has sold listed put option contracts based upon the value of the Shares. In addition to the Shares that it beneficially owns without reference to these contracts, Valence currently has long economic exposure to 265,700 Shares through such contracts. These contracts do not give the D. E. Shaw Reporting Persons direct or indirect voting, investment or dispositive control over any securities of the Issuer. Accordingly, the D. E. Shaw Reporting Persons disclaim any beneficial ownership in any securities that may be referenced in such contracts.

David E. Shaw has granted a Power of Attorney relating to D. E. Shaw & Co., Inc., in favor of the signatory hereto, among others, dated February 24, 2004, a copy of which is filed with this Schedule 13D as [Exhibit 24.1](#).

SAC Reporting Persons:

The SAC Reporting Persons may, from time to time, enter into and dispose of cash-settled equity swap or other similar derivative transactions with one or more counterparties that are based upon the value of the Shares, which transactions may be significant in amount. The profit, loss and/or return on such contracts may be wholly or partially dependent on the market value of the Shares, the relative value of the Shares in comparison to one or more other financial instruments, indexes or securities, a basket or group of securities in which the Shares may be included, or a combination of any of the foregoing. In addition to the Shares that they beneficially own without reference to these contracts, SAC Capital Associates and SAC Select currently have long economic exposure to 850,000 Shares and 78,462 Shares, respectively, through such contracts. These contracts do not give the SAC Reporting Persons direct or indirect voting, investment or dispositive control over any securities of the Issuer and do not require the counterparties thereto to acquire, hold, vote or dispose of any securities of the Issuer. Accordingly, the SAC Reporting Persons disclaim any beneficial ownership in any securities that may be referenced in such contracts or that may be held from time to time by any counterparties to such contracts.

Steven A. Cohen has granted a Power of Attorney in favor of the signatory hereto, among others, dated May 24, 2000, a copy of which is filed with this Schedule 13D as [Exhibit 24.2](#).

Tudor Reporting Persons:

The Tudor Reporting Persons may from time to time engage in securities lending transactions with respect to the Shares pursuant to which they may not have the right to vote with respect to any Shares so lent during the term of such loan or with respect to votes the record date for which occur during the period of such loan. As of the Record Date, the Tudor Reporting Persons had engaged in securities lending transactions (and consequently do not have voting rights with respect to the Annual Meeting) with respect to approximately 2,867,401 of the 3,475,946 Shares beneficially owned by the Tudor Reporting Persons.

Item 7. Material to Be Filed as Exhibits

The following are filed as exhibits to this Schedule 13D:

Exhibit 24.1	Power of Attorney, granted by David E. Shaw relating to D. E. Shaw & Co., Inc., in favor of the signatory hereto, among others, dated February 24, 2004
Exhibit 24.2	Power of Attorney, granted by Steven A. Cohen, in favor of the signatory hereto, among others, dated May 24, 2000
Exhibit 99.1	Joint Filing Agreement dated March 6, 2007 by and among the Reporting Persons
Exhibit 99.2	Agreement dated as of March 4, 2007 by and among OppenheimerFunds, Inc., D. E. Shaw & Co., L.P., S.A.C. Capital Management, LLC, Tudor Investment Corporation and ZelnickMedia Corporation
Exhibit 99.3	Amended and Restated By-laws of the Issuer in the form proposed to be adopted by the Board of Directors of the Issuer
Exhibit 99.4	Form of Management Agreement
Exhibit 99.5	Information Concerning OFI
Exhibit 99.6	Information Concerning the Tudor Reporting Persons
Exhibit 99.7	Description of Transactions in the Shares that were Effected During the Past 60 Days - OFI
Exhibit 99.8	Description of Transactions in the Shares that were Effected During the Past 60 Days - D. E. Shaw Reporting Persons
Exhibit 99.9	Description of Transactions in the Shares that were Effected During the Past 60 Days - SAC Reporting Persons
Exhibit 99.10	Executive Officers and Directors of ZelnickMedia Corporation

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that that information set forth in this statement is true, complete and correct.

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power or attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (See 18 U.S.C. 1001)

Date: March 6, 2007

OPPENHEIMERFUNDS, INC.

By: /s/ Christopher Leavy

Name: Christopher Leavy
Title: Senior Vice President

Date: March 6, 2007

D. E. SHAW VALENCE PORTFOLIOS, L.L.C.

By: D. E. Shaw & Co., L.P., as managing member

By: /s/ ERIC WEPSIC

Name: Eric Wepsic
Title: Managing Director

Date: March 6, 2007

D. E. SHAW & CO., L.P.

By: /s/ ERIC WEPSIC

Name: Eric Wepsic
Title: Managing Director

Date: March 6, 2007

DAVID E. SHAW

By: /s/ ERIC WEPSIC

Name: Eric Wepsic, Attorney-in-fact for David E. Shaw

Date: March 6, 2007

S.A.C. CAPITAL ADVISORS, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

S.A.C. CAPITAL MANAGEMENT, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

SIGMA CAPITAL MANAGEMENT, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

CR INTRINSIC INVESTORS, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

STEVEN A. COHEN

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum, Authorized Signatory

Date: March 6, 2007

TUDOR INVESTMENT CORPORATION

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

/s/ PAUL TUDOR JONES, II

PAUL TUDOR JONES, II

Date: March 6, 2007

/s/ JAMES J. PALLOTTA

JAMES J. PALLOTTA

Date: March 6, 2007

TUDOR PROPRIETARY TRADING, L.L.C.

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

THE TUDOR BVI GLOBAL PORTFOLIO LTD.

By: Tudor Investment Corporation, its trading advisor

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

THE RAPTOR GLOBAL PORTFOLIO LTD.

By: Tudor Investment Corporation, its investment adviser

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

THE ALTAR ROCK FUND L.P.

By: Tudor Investment Corporation, its general partner

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

EXHIBIT 24.1

POWER OF ATTORNEY
FOR CERTAIN FILINGS
UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, David E. Shaw, hereby make, constitute and appoint each of:

Anne Dinning,
Julius Gaudio,
Lou Salkind,
Stuart Steckler, and
Eric Wepsic,

acting individually, as my agent and attorney-in-fact, with full power of substitution, for the purpose of, from time to time, executing in my name and/or my capacity as President of D. E. Shaw & Co., Inc. (acting for itself or as the general partner of D. E. Shaw & Co., L. P. and general partner or managing member of other entities, any which in turn may be acting for itself or other entities) all documents, certificates, instruments, statement, other filings, and amendments to the forgoing (collectively, "documents") determined by such person to be necessary or appropriate to comply with ownership or control-person reporting requirements imposed by any United States or non-United States governmental or regulatory authority, including without limitation Forms 3, 4, 5, 13D, 13F, and 13G required to be filed with the Securities and Exchange Commission; and delivering, furnishing or filing any such documents with the appropriate governmental or regulatory authority. Any such determination shall be conclusively evidenced by such person's execution, delivery, furnishing, and/or filing of the applicable document.

This power of attorney shall be valid from the date hereof and replaces the power granted on February 5, 2001, which is hereby cancelled.

IN WITNESS HEREOF, I have executed this instrument as of the date set forth below.

Date: February 24, 2004

DAVID E. SHAW, as President of
D. E. Shaw & Co., Inc.

/s/David E. Shaw

New York, New York

EXHIBIT 24.2

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints Brian Cohn and Peter Nussbaum, and each of them, the true and lawful agents and attorneys-in-fact of the undersigned, with full power of substitution and resubstitution, for the undersigned and in his name, place and stead, in any and all capacities, to sign any and all statements on Schedule 13D and Schedule 13G and filings on Form 13F prepared pursuant to the Securities Exchange Act of 1934, as amended, and all amendments to such statements and filings, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said agents and attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing requisite, necessary or advisable to be done, as fully to all intents and purposes as the undersigned might or could do himself. The undersigned hereby ratifies and confirms all that said agents and attorneys-in-fact, or any substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

WITNESS the due execution hereof in Stamford, Connecticut this 24 day May, 2000.

/s/ STEVEN A. COHEN

Steven A. Cohen

Sworn to before me this
24 day of May, 2000

/s/ LISA A. SUHR

LISA A. SUHR
Notary Public, State of Connecticut
Commission Expires January 31, 2004

EXHIBIT 99.1

Joint Filing Agreement

The undersigned hereby agree that the statement on Schedule 13D with respect to the Common Stock of Take-Two Interactive Software, Inc. dated as of March 6, 2007 is, and any amendments thereto (including amendments on Schedule 13G) signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Date: March 6, 2007

OPPENHEIMERFUNDS, INC.

By: /s/ Christopher Leavy

Name: Christopher Leavy
Title: Senior Vice President

Date: March 6, 2007

D. E. SHAW VALENCE PORTFOLIOS, L.L.C.

By: D. E. Shaw & Co., L.P., as managing member

By: /s/ ERIC WEPSIC

Name: Eric Wepsic
Title: Managing Director

Date: March 6, 2007

D. E. SHAW & CO., L.P.

By: /s/ ERIC WEPSIC

Name: Eric Wepsic
Title: Managing Director

Date: March 6, 2007

DAVID E. SHAW

By: /s/ ERIC WEPSIC

Name: Eric Wepsic, Attorney-in-fact for David E. Shaw

Date: March 6, 2007

S.A.C. CAPITAL ADVISORS, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

S.A.C. CAPITAL MANAGEMENT, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

SIGMA CAPITAL MANAGEMENT, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

CR INTRINSIC INVESTORS, LLC

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum
Title: Authorized Signatory

Date: March 6, 2007

STEVEN A. COHEN

By: /s/ PETER NUSSBAUM

Name: Peter Nussbaum, Authorized Signatory

Date: March 6, 2007

TUDOR INVESTMENT CORPORATION

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

/s/ PAUL TUDOR JONES, II

PAUL TUDOR JONES, II

Date: March 6, 2007

/s/ JAMES J. PALLOTTA

JAMES J. PALLOTTA

Date: March 6, 2007

TUDOR PROPRIETARY TRADING, L.L.C.

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

THE TUDOR BVI GLOBAL PORTFOLIO LTD.

By: Tudor Investment Corporation, its trading advisor

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

THE RAPTOR GLOBAL PORTFOLIO LTD.

By: Tudor Investment Corporation, its investment adviser

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Date: March 6, 2007

THE ALTAR ROCK FUND L.P.

By: Tudor Investment Corporation, its general partner

By: /s/ ANDREW S. PAUL

Name: Andrew S. Paul
Title: Managing Director and General Counsel

**ZelnickMedia Corporation
650 5th Avenue
New York, New York 10019**

Ladies and Gentlemen:

In connection with the proposed changes in the board of directors of Take-Two Interactive Software, Inc. ("Take-Two") and the engagement of ZelnickMedia Corporation ("ZelnickMedia") to provide financial and management consulting services to Take-Two, each of the undersigned (each an "Interested Party" and collectively, the "Interested Parties") severally agrees as of March 4, 2007 with ZelnickMedia as follows:

1. Take-Two Securities.

(a) As of each of the date hereof and February 26, 2007, each Interested Party represents that the Affiliated Current Shareholders set forth on such Interested Party's signature page hereto or such Interested Party beneficially owns and, as of February 26, 2007, owned, and has and, as of February 26, 2007, had the right to vote the securities of Take-Two set forth opposite such Interested Party's name on its signature page hereto (the "Current Shareholder Securities").

(b) Each Interested Party agrees not, for itself or on behalf of any of its Affiliated Current Shareholders, to sell, assign, transfer or otherwise dispose of (any such transaction being herein collectively called a "Transfer"), or to advise any of its Affiliated Current Shareholders to Transfer, during the term of this letter agreement, all or any of the Current Shareholder Securities beneficially owned by such Interested Party or Affiliated Current Shareholder, as applicable, unless as a condition to any such Transfer the transferee agrees to be bound by the terms and provisions of this letter agreement.

For purposes of this letter agreement, "Meeting Date" shall mean the date of the Meeting. "Meeting" shall mean that certain meeting of the stockholders of Take-Two currently contemplated to be held on March 23, 2007 and any adjournments or postponements thereof. "Record Date" shall mean February 26, 2007.

2. Voting of Current Shareholder Securities. Each Interested Party shall, for itself and on behalf of its Affiliated Current Shareholders:

(a) during the term of this letter agreement, retain, and not in any way compromise or encumber, the right to vote any Current Shareholder Securities beneficially owned by such Interest Party or Affiliated Current Shareholder, as applicable, as of the Record Date and Meeting Date;

(b) take such actions as may be required so that it may vote its Current Shareholder Securities at the Meeting; and

(c) on the Meeting Date, (x) attend the Meeting in person or by proxy such that all Current Shareholder Securities held by such Interested Party and its Affiliated Current Shareholders are represented at such meeting, (y) at the Meeting, vote such Current Shareholder Securities in person or by proxy as set forth in Exhibit A hereto with respect to each of the actions described therein (the "Actions"), and in favor of any ancillary or procedural actions or matters related to giving effect to the Actions or required to effect the approval of the Actions (but in no event in contravention of any of the Actions), and (z) at the Meeting, not vote any such Current Shareholder Securities other than as set forth in Exhibit A hereto and any ancillary or procedural actions or matters related to the Actions or required to effect the approval of the Actions (but in no event in contravention of any of the Actions).

3. Expenses. Each Interested Party, excluding OppenheimerFunds, Inc., shall reimburse or advance ZelnickMedia, upon request, for its Share (as defined below) of all reasonable out-of-pocket, third-party expenses (including, without limitation, fees and disbursements of counsel) incurred or to be incurred by ZelnickMedia, its directors, officers, employees, counsel, agents and representatives in connection with, relating to or arising out of its work related to Take-Two, the matters described by this letter agreement or the Group Schedule 13D (as hereinafter defined) or the Actions or transactions contemplated hereby or thereby (in each case, to the extent not reimbursed by Take-Two); *provided* that the Interested Parties' aggregate reimbursement obligations hereunder shall not exceed \$1,500,000 unless all of the Interested Parties other than OppenheimerFunds, Inc. and other than one other Interested Party consent to any increase in such amount. Notwithstanding anything to the contrary, each Interested Party shall be fully responsible for all such expenses arising out of such Interested Party's (or its Affiliated Current Shareholder's or any of their respective affiliate's) gross negligence, fraud, bad faith or willful misconduct. For the purposes of this letter agreement, an Interested Party's Share shall be a fraction, expressed as a percentage, the numerator of which is one and the denominator of which is the number of Interested Parties, excluding OppenheimerFunds, Inc.

4. Cooperation. ZelnickMedia and each Interested party shall (a) use reasonable efforts to assist each other and provide such information to each other and (b) to execute and deliver such additional documents, in each case, as may be reasonably required in order to effect the Actions and transactions contemplated by this letter agreement and the Group Schedule 13D. In addition, to the extent requested by ZelnickMedia, each Interested Party shall promptly, and in no event later than two days following such request, provide such information as is reasonably necessary with respect to the filing or any amendment of the Schedule 13D in respect of the parties' collective beneficial ownership of securities of Take-Two (as a "group") (the "Group Schedule 13D") to the extent applicable. Until October 4, 2007, ZelnickMedia and each of the Interested Parties agrees to cooperate, to the extent reasonable, including without limitation in a joint defense, with respect to any claim or action of any kind, at law or equity, or any appeal of any decision thereof, threatened in writing, initiated or pending which in any manner attempts to prevent, forestall or invalidate the consummation of any of the Actions or any matter contemplated by this letter agreement or the Group Schedule 13D, or in a joint prosecution or other declaratory action which attempts to effectuate any matter contemplated by this letter agreement or the Group Schedule 13D. ZelnickMedia agrees to convey to each Interested Party information in ZelnickMedia's possession which ZelnickMedia believes may be required to be reflected in the Group Schedule 13D with respect to any litigation pending on the date of, or commenced after, termination of this letter agreement, but only while ZelnickMedia is directing such litigation for such Interested Party.

5. Liability. Except as set forth in Sections 3 and 12, or resulting from any breach of any party's representations, warranties or covenants hereunder, (a) neither ZelnickMedia nor any of its respective affiliates, partners, employees, counsel, agents or representatives shall be liable to any Interested Party or Affiliated Current Shareholder or any of their respective affiliates, (b) neither any Interested Party nor any Affiliated Current Shareholder nor any of their respective affiliates, partners, employees, counsel, agents or representatives shall be liable to ZelnickMedia or any of its respective affiliates, and (c) no Interested Party nor any of its Affiliated Current Shareholders or any of their respective affiliates, partners, employees, counsel, agents or representatives shall be liable to any other Interested Party or Affiliated Current Shareholder or any of their respective affiliates, in each case for any loss, liability, damage or expense arising out of or in connection with this letter agreement or the Group Schedule 13D or the Actions or transactions contemplated hereby or thereby, except to the extent such loss, liability, damage or expense is caused by such party's gross negligence, fraud, bad faith or willful misconduct.

6. Power; Binding Agreement; Non-Contravention; Misstatements; Omissions. Each party to this letter agreement represents, as to itself only, that: (a) it has the full right, power and authority to enter into this letter agreement and perform all of its obligations hereunder; (b) neither the execution, delivery nor performance of this letter agreement by such party will violate the charter, by-laws or other organizational or constitutive documents of such party, or any other agreement, contract or arrangement to which such party is a party or is bound, including any voting agreement, stockholders agreement or voting trust; (c) this letter agreement has been duly executed and delivered by such party and constitutes a legal, valid and binding agreement of such party, enforceable in accordance with its terms; and (d) neither the execution or delivery of this letter agreement by such party will (i) require any material consent or approval of or filing with any governmental or other regulatory body, other than filings required under the federal or state securities laws, or (ii) constitute a violation of, conflict with or constitute a default under (A) any material law, rule or regulation applicable to such party, or (B) any material order, judgment or decree to which such party is bound.

7. Notices. All notices, correspondence and information related to this letter agreement should be sent,

If to ZelnickMedia:

ZelnickMedia Corporation
650 5th Avenue
New York, NY 10019
Telephone: (212) 223-1383
Facsimile: (212) 223-1384
Attention: Benjamin Feder

If to an Interested Party:

To the address set forth under such Interested Party's name on the signature pages hereto.

8. Amendments; Successors and Assigns. No waiver, amendment or other modification of this letter agreement shall be effective unless in writing and signed by each of ZelnickMedia and each Interested Party, to the extent any of them are to be bound thereby. This letter agreement shall inure to the benefit of and be binding on ZelnickMedia, each Interested Party and their respective successors (except that no party may assign this letter agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld).

9. Termination. This letter agreement will terminate upon the earlier to occur of (x) March 28, 2007, unless such date is extended by agreement of all of the Interested Parties other than one, and (y) the date of the consummation of each of the Actions (including, without limitation, the execution of the Management Agreement); *provided* that no matter shall be considered consummated hereunder while any claim or action of any kind, at law or equity, or any appeal of any decision thereof, is threatened in writing, initiated or pending which in any manner attempts to prevent, forestall or invalidate any of the Actions or matters contemplated thereby. Any termination of this letter agreement pursuant to this Section 9 shall occur without any liability or continuing obligation of any party to any other party; *provided*, that the reimbursement obligations set forth in Section 3, and the obligations to cooperate and provide information set forth in Section 4 shall survive any such termination. Notwithstanding anything to the contrary, including any continuing obligations to cooperate hereunder, upon termination of this letter agreement, neither ZelnickMedia nor any Interested Party intends to be, and shall no longer be, a "group" for any purpose, including for purposes of the federal securities laws.

10. ZelnickMedia Representations and Warranties. ZelnickMedia hereby represents and warrants to each Interested Party that (a) ZelnickMedia and, to its knowledge, its affiliates have not solicited more than ten persons and, therefore, fall within the exception to the proxy solicitation rules set forth in Rule 14a-2(b)(2) of the Securities Exchange Act of 1934, as amended, (b) to its knowledge, ZelnickMedia has not violated any applicable federal securities laws in connection with the transactions contemplated hereby or by Exhibit A, and (c) as of the date hereof, neither ZelnickMedia nor, to its knowledge, any of its affiliates owns any securities of Take-Two.

11. Public Announcements. No party hereto shall issue any written press release or make any other public statement regarding the transactions contemplated by this letter agreement or the Group Schedule 13D without the prior consent of the parties hereto.

12. Representation. Each Interested Party represents and agrees that to the best of its knowledge the information about such Interested Party or any of its any of its Affiliated Current Shareholders contained or which is required to be contained in the Group Schedule 13D or any amendment thereto is accurate, correct and complete in all material respects as of date of the applicable filing. Damages for any breach of the foregoing representation shall include not only judgments and amounts paid in settlement (with the approval of the misrepresenting Interested Party), but also other losses (excluding loss of value of the securities held or to be held) incurred by any other party to this letter agreement.

13. Counterparts. This letter agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute one and the same agreement.

14. Choice of Law. This letter agreement shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

15. Severability. If any term, provision, covenant or restriction contained in this letter agreement is held by a court of competent jurisdiction or other authority by judgment or order no longer subject to review, to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this letter agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. Duty to Update. Each party to this letter agreement agrees, to the extent required by, and in accordance with, applicable federal securities laws, to update any information pertaining to such party in the Group Schedule 13D or any amendments thereto.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be duly executed and delivered on the date and year first above written.

ZELNICKMEDIA CORPORATION

By: /s/ Ben Feder

Name: Ben Feder
Title: Vice President

INTERESTED PARTY**Interested Party Securities**

	<u>Security</u>	<u>Total Number of Shares</u>
OPPENHEIMERFUNDS, INC.	Common Stock	17,881,289*

By: /s/ Christopher Leavy

Name: Christopher Leavy
Title: Senior Vice President

Interested Party Address:

Two World Financial Center
225 Liberty Street, 11th Floor
New York, NY 10281
Attn: Robert Zack, Esq.
Phone: (212) 323-0200
Facsimile:

AFFILIATED CURRENT SHAREHOLDERS:SecurityNumber of Shares

* To the extent that any shares were on loan on the Record Date and such shares are not recalled and, subject to compliance with applicable laws, a proxy acquired to vote such shares at the Annual Meeting, notwithstanding Section 2 of this Agreement, OppenheimerFunds, Inc. may not vote those shares at the Annual Meeting. As of February 26, 2007, OppenheimerFunds, Inc. advisory clients with whom OppenheimerFunds, Inc. shared the power to vote or direct the vote, had 7,097,228 shares out on loan, and an additional 1,348,414 shares for which, notwithstanding Section 2 of this Agreement, OppenheimerFunds, Inc. may be unable to vote.

INTERESTED PARTY**Interested Party Securities**

	Security	Total Number of Shares
D. E. SHAW VALENCE PORTFOLIOS, L.L.C.	Common Stock	6,573,466

By: D. E. Shaw & Co., L.P., as managing member

By: /s/ Eric Wepsic

Name: Eric Wepsic
Title: Managing Director

Interested Party Address:

Tower 45, 39th Floor
120 West 45th Street
New York, NY 10036
Attn: Compliance Department
Phone: (212) 478-0000
Facsimile:

AFFILIATED CURRENT SHAREHOLDERS:	Security	Number of Shares
D. E. SHAW VALENCE L.L.C.	Common Stock	6,573,466

INTERESTED PARTY**Interested Party Securities**

	<u>Security</u>	<u>Total Number of Shares</u>
S.A.C. CAPITAL ADVISORS, LLC	Common Stock	5,701,610*

By: /s/ Peter Nussbaum

Name: Peter Nussbaum
Title: Authorized Signatory

Interested Party Address:

72 Cummings Point Road
Stamford, CT 06902
Attn: Peter Nussbaum
Phone: (203) 890-2000
Facsimile:

AFFILIATED CURRENT SHAREHOLDERS:	<u>Security</u>	<u>Number of Shares</u>
S.A.C. CAPITAL MANAGEMENT, LLC	Common Stock	2,701,610
SIGMA CAPITAL MANAGEMENT, LLC	Common Stock	1,000,000
CR INTRINSIC INVESTORS, LLC	Common Stock	2,000,000
STEVEN A. COHEN	Common Stock	5,701,610

* This figure represents the total number of shares of Take-Two's Common Stock, \$0.01 par value per share, over which the Interested Party and its affiliates have investment discretion

INTERESTED PARTY**Interested Party Securities**

	Security	Total Number of Shares
TUDOR INVESTMENT CORPORATION	Common Stock	3,183,233*

By: /s/ Andrew S. Paul

Name: Andrew S. Paul
Title: Managing Director and General Counsel

Interested Party Address:

1275 King Street
Greenwich, CT 06831
Attn: Stephen N. Waldman, Esq.
Phone: (203) 863-6700
Facsimile:

AFFILIATED CURRENT SHAREHOLDERS:	Security	Number of Shares
PAUL TUDOR JONES, II	Common Stock	3,475,946*
JAMES J. PALLOTTA	Common Stock	3,475,946*
TUDOR PROPRIETARY TRADING, L.L.C.	Common Stock	292,713*
THE TUDOR BVI GLOBAL PORTFOLIO LTD.	Common Stock	543,659*
THE RAPTOR GLOBAL PORTFOLIO LTD.	Common Stock	2,617,307*
THE ALTAR ROCK FUND L.P.	Common Stock	22,267*

* To the extent that any shares were on loan on the Record Date and such shares are not recalled and, subject to compliance with applicable laws, a proxy acquired to vote such shares at the Annual Meeting, none of the parties above may vote those shares at the Annual Meeting. As of February 26, 2007, 2,867,401 of the shares deemed to be beneficially owned by the parties above were subject to such lending arrangements and, thus, may not be voted by the parties above.

EXHIBIT A

Actions

1. The Meeting shall not be adjourned until a vote has occurred on each of the items below.
2. The size of the board of directors of Take-Two shall be reduced at the Meeting to six.
3. The following persons shall be nominated and elected at the Meeting as directors of Take-Two:

Strauss Zelnick
Benjamin Feder
Jon J. Moses
Michael Dornemann
Michael James Sheresky

4. Either of the following incumbent, independent directors of Take-Two, assuming such director's willingness to serve, as selected by a majority of the Interested Parties, may be included on the ballot setting forth the nominees in item 3 above and elected at the Meeting as a director:

Grover C. Brown
John Levy

If neither of the foregoing directors selected by a majority of the Interested Parties is willing to serve, another director shall be selected by a majority of the Interested Parties.

5. Ernst & Young LLP shall be appointed at the Meeting as Take-Two's independent registered public accounting firm. Accordingly, the Interested Parties will vote or cause to be voted all shares over which they have voting power in favor of this proposal.
 6. The proposed amendment to Take-Two's Incentive Stock Plan shall be approved at the Meeting. Accordingly, the Interested Parties will vote or cause to be voted all shares over which they have voting power in favor of this proposal.
 7. The Take-Two stockholder proposal that social responsibility and corporate governance financial criteria be considered when determining executive compensation shall not be approved at the Meeting. Accordingly, the Interested Parties will vote or cause to be voted all shares over which they have voting power against this proposal.
 8. The Interested Parties shall propose and adopt at the Meeting a resolution recommending to the board of directors of Take-Two that the following actions be taken: (i) the By-laws in the form attached hereto as Exhibit 1 shall be adopted and approved, (ii) the execution, delivery and performance by Take-Two of the Management Agreement in the form attached hereto as Exhibit 2 shall be adopted and approved, (iii) Take-Two shall reimburse ZelnickMedia Corporation, upon request, for all of its reasonable expenses, costs and other third party fees (including reasonable fees and disbursements of counsel) incurred or to be incurred by ZelnickMedia Corporation, its directors, officers, employees, counsel, agents and representatives in connection with, relating to or arising out of its work related to Take-Two, the matters relating to the Meeting or any of the foregoing actions or any filings made or to be made in respect thereof, and (iv) Strauss Zelnick shall be appointed as non-executive chairman of Take-Two.
 9. Any procedural or ancillary actions required to effectuate any of the foregoing actions at the Meeting shall be approved.
-

EXHIBIT 99.3

[Amended and Restated By-laws of the Issuer in the form proposed to be adopted by the Board of Directors of the Issuer]

TAKE-TWO INTERACTIVE SOFTWARE, INC.

* * * * *

AMENDED AND RESTATED BY-LAWS

* * * * *

ARTICLE I.

OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II.

MEETING OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held in the City of Wilmington, State of Delaware, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders, commencing with the year 1994, shall be held on the Thursday following the second Tuesday in April if not a legal holiday, and if a legal holiday, then on the next secular day following, at 4:00 P.M., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the non-executive chairman, president or secretary at the request in writing of, a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III.

DIRECTORS

a) The number of directors which shall constitute the whole board shall be not less than one nor more than eight. Within such specified limits, the number of directors shall be determined by resolution, of the board of directors, or by the stockholders at the annual meeting or by consent. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by or under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting or by written consent and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the non-executive chairman or the president on 24 hours' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the non-executive chairman, the president or secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director; in which case special meetings shall be called by the non-executive chairman or secretary in like manner and on like notice on the written request of the sole director.

Section 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 10. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

COMMITTEES OF DIRECTORS

Section 11. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the board of directors as provided in Section 151(a) fix any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation) adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 12. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 13. Unless otherwise restricted by the certificate of incorporation or these by-laws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

REMOVAL OF DIRECTORS

Section 14. Unless otherwise restricted by the certificate of incorporation or by law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV.

NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V.

OFFICERS

Section 1. The officers of the corporation shall be a president, a vice-president, a secretary and a treasurer. The secretary and treasurer shall be chosen by the board of directors. The president shall be appointed and may be removed at any time, with or without cause, by the non-executive chairman. The holders of a majority of the outstanding shares of the corporation or the board of directors may elect a non-executive chairman, who need not be a director and, unless otherwise determined by the board of directors, shall not be an officer of the corporation and who shall preside at all meetings of the stockholders and the board of directors. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARY

Section 9. The secretary shall attend all meetings of the board or directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI.

CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by, or in the name of the corporation by, the chairman or vice-chairman of the board of directors, or the president or a vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation.

Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218 (a) or a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Any of or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF STOCK

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares such uncertificated shares shall be canceled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting: provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII.

GENERAL PROVISIONS DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

INDEMNIFICATION

Section 7. The corporation shall indemnify its officers and directors and any employees and agents to the extent permitted by the General Corporation Law of Delaware.

ARTICLE VIII.

AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal by-laws is conferred upon the board of directors by the certificate of incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal by-laws.

EXHIBIT 99.4

[Form of Management Agreement]

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement"), dated as of March ____, 2007, is by and between ZelnickMedia Corporation, a New York corporation ("ZelnickMedia"), and Take-Two Interactive Software, Inc., a Delaware corporation (the "Company").

WHEREAS, the Company desires to receive financial and management consulting services from ZelnickMedia, and to obtain the benefit of the experience of ZelnickMedia in business and financial management of companies engaged in businesses similar to the Company's; and

WHEREAS, ZelnickMedia desires to provide financial and management consulting services to the Company and the compensation arrangements set forth in this Agreement are designed to compensate ZelnickMedia for such services.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements hereinafter set forth, and the mutual benefits to be derived herefrom, ZelnickMedia and the Company agree as follows:

1. Engagement. The Company hereby engages ZelnickMedia as its financial and management consultant, and ZelnickMedia hereby agrees to provide financial and management consulting services to the Company, all on the terms and subject to the conditions set forth below.

2. Services of ZelnickMedia. ZelnickMedia hereby agrees during the term of this engagement to consult with the board of directors (the "Board") and management of the Company and its subsidiaries in such manner and on such business and financial matters as may be reasonably requested from time to time by the Board, including but not limited to:

- (i) oversee and supervise the operations of the Company and its subsidiaries in accordance with policies established by the Board and usual and customary standards of efficient operation and maintenance;
 - (ii) assist in the preparation of operating budgets and business plans;
 - (iii) advise and assist the Company and its subsidiaries regarding their corporate and financial structure;
 - (iv) advise and assist the Company and its subsidiaries in formulating long-term business strategies;
 - (v) assist the Company in recruiting senior management;
 - (vi) advise and assist the Company in securing equity and/or debt financing and negotiating and structuring the terms of such financing;
 - (vii) assist the Company and its subsidiaries with controlled mergers and acquisitions with, and of, third party entities;
 - (viii) advise and assist the Company in evaluating potential sale or exit opportunities, structuring and negotiating a sale of the Company, or leveraged recapitalization;
-

- (ix) assist the Company in its attempts to resolve the investigations and litigations currently pending against the Company; and
- (x) respond to Board requests concerning, and perform any other management services incidental to, the foregoing, or any other management or advisory services reasonably requested by the Board from time to time and to which ZelnickMedia agrees.

3. Personnel; Non-Executive Chairman. ZelnickMedia shall provide and devote to the performance of this Agreement such employees, agents and representatives of ZelnickMedia, and for such time, as ZelnickMedia shall deem appropriate for the furnishing of the services required hereunder. In addition, during the term of this Agreement, Strauss Zelnick will be entitled to serve as the non-executive chairman of the Company so long as (x) he is alive and not incapacitated and (y) this Agreement has not been terminated for Cause (as defined below); provided that nothing herein shall prohibit the removal of Mr. Zelnick for Cause at any time. As non-executive chairman, Mr. Zelnick will interact with the full Board, and will be delegated authority to hire and/or terminate the employment of, from time to time, the chief executive officer and the chief financial officer of the Company. The chief executive officer of the Company will report to the non-executive chairman, as well as to the Board. At the request of ZelnickMedia, the Company will take all actions as may be permitted under applicable law to cause two designees of ZelnickMedia, initially Strauss Zelnick and Benjamin Feder, to be elected to the Board.

4. Management Fee. On the date hereof and on the first day of each month during the term of this Agreement (each, a "Payment Date"), the Company shall pay to ZelnickMedia a monthly management fee of \$62,500 (\$750,000 per annum) in immediately available funds (the "Management Fee"). During the first 12 months of the term of this Agreement, neither the Management Fee nor the Annual Bonus payable in respect thereof shall be increased, except as provided in Section 18 below; provided, however, that nothing in the preceding clause shall require the Company to increase either of such payments following the end of such 12-month period.

5. Annual Bonus. In addition to the Management Fee, ZelnickMedia shall receive an annual bonus of up to \$750,000 per year (the "Annual Bonus"), determined with respect to each fiscal year ending after the date hereof, and payable within 15 days of the Company's receipt of its audited financial statements for the applicable fiscal year, as follows:

- (i) In the event actual results in a given fiscal year during the term of this Agreement are less than 80% of the Target (as defined below), the Annual Bonus shall be zero.
- (ii) In the event actual results in a given fiscal year during the term of this Agreement are equal to or greater than 80% of the Target but less than 100% of the Target, the Annual Bonus shall be between zero and \$375,000, pro rated on a straight-line basis between 80% and 100% based upon the actual percentage of Target achieved.
- (iii) In the event actual results in a given fiscal year during the term of this Agreement are equal to or greater than 100% of the Target but less than 120% of the Target, the Annual Bonus shall be between \$375,000 and \$750,000, pro rated on a straight-line basis between 80% and 100% based upon the actual percentage of Target achieved.
- (iv) In the event actual results in a given fiscal year during the term of this Agreement are equal to or greater than 120% of the Target, the Annual Bonus shall be \$750,000.

The term "Target" shall mean budgeted EBITDA of the Company (or other measurement of financial performance reasonably determined by the members of the Board, excluding the designees of ZelnickMedia pursuant to Section 3 above, and agreed with ZelnickMedia for a particular year), determined within 30 days of the beginning of that year (and with respect to the current year, within 60 days from the date Strauss Zelnick takes office as non-executive chairman) by mutual agreement of the Company and ZelnickMedia, each acting reasonably and in good faith, and measured without giving effect to any payments under this Agreement.

6. Equity Award. No earlier than [90] days nor later than [150] days from March 23, 2007, the Company shall simultaneously issue to ZelnickMedia or any designated affiliate thereof:

(i) an option, transferable to any affiliate of ZelnickMedia, to purchase a number of shares of common stock of the Company representing 2.5% of the outstanding common stock of the Company on a fully diluted basis on the date of issuance, such options to have a ten (10)-year term, to vest monthly in equal portions over three (3) years (with accelerated vesting in full upon (x) a Change of Control, (y) termination of this Agreement by the Company (except for Cause (as defined below), in which case the unvested portion of such options shall not vest and shall automatically terminate), or (z) termination of this Agreement by ZelnickMedia (except without Good Reason (as defined below), in which case the unvested portion of such options shall not vest and shall automatically terminate)), to have a strike price equal to the closing price of the common stock on the date of issuance and to have such other customary terms as are reasonably acceptable to ZelnickMedia; and

(ii) a number of shares (not less than zero) of restricted common stock equal to the quotient of $A[B-C]/B$, where $A=2.5\%$ of the outstanding common stock of the Company on a fully diluted basis on the date of issuance, B = the closing price of the common stock on the date of issuance of the restricted common stock and $C=\$16.00$ (A and C to be adjusted proportionately for any stock split, stock combination or similar event prior to the date of issuance), such shares to be subject to vesting upon the earliest to occur of (w) three (3) years from the date hereof, (x) a Change of Control, (y) termination of this Agreement by the Company (except for Cause (as defined below), in which case such shares shall not vest and shall automatically terminate), or (z) termination of this Agreement by ZelnickMedia (except without Good Reason (as defined below), in which case such shares shall not vest and shall automatically terminate).

Until October 31, 2011 or earlier if this Agreement is earlier terminated pursuant to Section 8 below, ZelnickMedia shall not sell or otherwise dispose of any shares of common stock of the Company acquired upon exercise of its option granted pursuant to clause (i) above or vested pursuant to clause (ii) above and the preceding restriction shall not be waivable by the Company without the approval of stockholders holding a majority of the Company's outstanding voting securities at the time such approval is given. For the avoidance of doubt, the option issued pursuant to clause (i) above and the shares issued pursuant to clause (ii) above shall be issued on the same day.

7. Expenses. The Company shall promptly reimburse ZelnickMedia for all reasonable travel expenses (business class airfare in the case of domestic travel and first class airfare in the case of any international travel, if applicable) and other reasonable out-of-pocket fees and expenses as have been or may be incurred (before or after the date of this Agreement) by ZelnickMedia, its directors, officers, employees, counsel, agents and representatives in connection with any and all transactions relating to this Agreement, ZelnickMedia's engagement hereunder, and the rendering of services hereunder (including, but not limited to, attorneys' fees, other advisors' fees and fees and expenses incurred in attending Company-related meetings).

8. Term. This Agreement will continue from the date hereof until October 31, 2011, unless earlier terminated by either ZelnickMedia or the Company in accordance with this Section 8, with automatic renewal for successive one-year periods unless either party gives written notice to the other at least 90 days prior to the expiration of the initial term or any one-year period, as applicable, of such party's intention to terminate this Agreement at the end of such initial term or one-year period. This Agreement may be terminated by the Company for Cause (as defined below) or by ZelnickMedia for Good Reason (as defined below) or upon a Change in Control and may be terminated upon 30 days' written notice by the Company without Cause or by ZelnickMedia without Good Reason. If this Agreement is terminated by the Company or ZelnickMedia prior to October 31, 2011, ZelnickMedia will be entitled to the following: (a) if this Agreement is terminated by the Company for Cause or by ZelnickMedia without Good Reason, ZelnickMedia shall be paid on the date of termination all earned but unpaid Management Fees and all accrued but unpaid Annual Bonus, and shall retain the vested portion of the equity described in Section 6 above; (b) if this Agreement is terminated by the Company without Cause, by ZelnickMedia for Good Reason or upon a Change in Control (as defined below), ZelnickMedia shall be paid on the date of termination all earned but unpaid Management Fees and accrued but unpaid Annual Bonus, all Management Fees that would have been paid through October 31, 2011, and the amount of the Annual Bonus that would have been paid for the current year based on the year-to-date performance of the Company, and all unvested equity described in Section 6 above shall vest. In addition, if this Agreement is terminated in connection with a Change in Control, ZelnickMedia shall be paid on the date of termination all Annual Bonus payments that would have been payable through October 31, 2011, assuming 50% of the maximum Annual Bonus would be payable in each future fiscal year. If this Agreement is terminated on or after October 31, 2011, ZelnickMedia shall be paid on the date of termination all earned but unpaid Management Fees and accrued but unpaid Annual Bonus, all Management Fees that would have been paid through the end of the then current term, and the amount of the Annual Bonus that would have been paid for the current year based on the year-to-date performance of the Company. Notwithstanding the foregoing, upon any termination for Cause pursuant to clause (a) of the definition thereof all equity granted under Section 6 above shall be unvested and subject to forfeiture.

For purposes of this Section 8, "Cause" means (a) the conviction of, or a plea of guilty or nolo contendere by, either Strauss Zelnick or Benjamin Feder of any felonious criminal act (other than traffic-related offenses or as a result of vicarious liability), (b) fraud, or (c) any act or omission involving malfeasance or gross negligence by ZelnickMedia in the performance of its obligations hereunder, in the case of each of clauses (b) through (c) above, that relates to and damages the Company and, if capable of being cured so that the Company is not materially damaged, is not so cured within 15 days after receipt by ZelnickMedia of written notice thereof. "Good Reason" means (x) a condition that materially impairs the ability of ZelnickMedia or Strauss Zelnick to perform the duties or responsibilities of ZelnickMedia or Strauss Zelnick, as applicable, as contemplated herein, (y) the failure by the Company to perform any of its material obligations under this Agreement (including without limitation its obligations to cause two designees of ZelnickMedia to be elected to the Board, if requested by ZelnickMedia), or (z) the requirement that ZelnickMedia's place of service be located outside a 10-mile radius of New York City, NY. A "Change in Control" means any transaction or occurrence (or series of related transactions or occurrences) which results at any time in any of (i) a sale of all or substantially all of the consolidated assets of the Company and of its subsidiaries, or a consolidation, reorganization, merger, or other business combination of the Company with or into, any other person or entity if, after such transaction the stockholders of the Company immediately prior to such transaction beneficially hold, directly or indirectly, less than a majority of the outstanding voting units of the purchasing or surviving parent entity in such transaction, on a fully diluted basis, (ii) a change in the majority of the members of the board of directors of the Company to Persons who were neither (x) nominated or appointed by the current board of directors of the Company nor (y) nominated or appointed by directors so nominated or appointed, or (iii) an acquisition by any individual, general partnership, limited partnership, limited liability company, corporation, trust, estate, real estate investment trust association or any other entity (each, a "Person") or group of Persons (other than the Company or any subsidiary of the Company or any of their affiliates) of the outstanding securities of the Company in a transaction or series of transactions, if immediately thereafter such acquiring Person or group has, or would have, beneficial ownership of more than fifty percent (50%) of the combined equity interests or voting power of the Company; provided that mere formation of a group will not itself constitute a Change of Control. A Change of Control shall be deemed to occur as of the effective date of the first event, action or transaction leading to one of the results described above. Notwithstanding the foregoing, the actions taken at the annual meeting of the Company to be held on or about March 23, 2007 (or any adjournment thereof) shall not constitute a Change in Control under this Agreement.

No termination of this Agreement, whether pursuant to this paragraph or otherwise, shall affect the Company's obligations with respect to any and all reasonable fees, costs and expenses incurred by ZelnickMedia in rendering services hereunder and not reimbursed by the Company as of the effective date of such termination or the Company's indemnification and contribution obligations.

9. Confidentiality; Non-Solicitation. ZelnickMedia shall not at any time during or after the term of this Agreement, directly or indirectly, except as in good faith deemed necessary or desirable to perform any of its obligations hereunder, to defend its own rights or as required by applicable law or legal process, disclose or use for its own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, information, data, or other information, including, without limitation, relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, manufacturing processes, financing methods, plans, or the business and affairs of the Company, or of any subsidiary or affiliate of the Company; provided, that the foregoing shall not apply to information which is generally known to the industry or the public other than as a result of ZelnickMedia's breach of this covenant or information obtained by ZelnickMedia prior to the execution of this Agreement or not in connection with its performance of its obligations under this Agreement. ZelnickMedia agrees that upon termination of this Agreement, upon the Company's request, it shall immediately return to the Company all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that ZelnickMedia may retain such personal notes, notebooks and diaries that do not contain confidential information of the type described above. For a period beginning on the date hereof and ending one year after the date of termination of this Agreement, except in the event this Agreement is terminated upon a Change in Control, by the Company without Cause or by ZelnickMedia for Good Reason, ZelnickMedia shall not in any capacity, either individually or in association with others, employ or solicit for employment (other than in any general solicitation) any person who is an employee of the Company or its affiliates at the level of vice president or higher immediately prior to such employment or during such solicitation.

10. Liability. Neither ZelnickMedia nor any of its affiliates, directors, officers, employees, counsel, agents or representatives shall be liable to the Company or its subsidiaries or affiliates for any loss, claim, liability, damage or expense arising out of or in connection with the performance of services contemplated by this Agreement, other than any loss, claim, liability, damage or expense to the extent determined by the final judgment of a court of competent jurisdiction to have been caused from the gross negligence, fraud, bad faith or willful misfeasance of ZelnickMedia or its affiliates.

11. Indemnification; D&O Insurance. To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless ZelnickMedia and its affiliates, and each of their respective members, managers, directors, officers, employees, counsel, agents, representatives, contractors and affiliates (each such individual or entity to be referred to hereinafter as an "Indemnified Person"), from and against any loss, claim, damage or liability, joint or several, and any action in respect thereof, whether or not involving a third party, to which an Indemnified Person may be subject, insofar as such loss, claim, damage, liability or action relates to, arises out of or results from any Covered Event (as such term is defined below) or alleged Covered Event, and will reimburse such Indemnified Person upon request for all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by such Indemnified Person in connection with investigating, defending or preparing to defend against any such loss, claim, damage, liability or action, as such expenses are incurred or paid. The term "Covered Event" shall mean (a) any action taken, or services performed, by an Indemnified Person, related to or consistent with the terms of this Agreement, or (b) any action taken, or omitted to be taken, by the Company or any of its managers, directors, officers, employees, agents or affiliates, in connection with any matter in which an Indemnified Person has been involved pursuant to this Agreement; provided, that the term "Covered Event," with respect to an Indemnified Person, shall exclude any loss, claim, damage, liability or expense to the extent determined by the final judgment of a court of competent jurisdiction to have been caused from the gross negligence, fraud, bad faith or willful misfeasance of such Indemnified Person or any affiliate thereof. The Company shall cover the designees of ZelnickMedia under directors and officers liability insurance both during and, while potential liability exists, after the term of the Agreement in amounts reasonably requested by ZelnickMedia.

12. Independent Contractor. ZelnickMedia and the Company agree that ZelnickMedia shall perform services hereunder as an independent contractor, retaining control and direction over and responsibility for its own operations and personnel. Neither ZelnickMedia nor their directors, officers or employees shall be considered employees or agents of the Company or its subsidiaries as a result of this Agreement nor shall any of them have authority to contract in the name of or bind the Company, except as expressly agreed to in writing by the Company, including as provided in this Agreement.

13. Notices. Any notice, report or payment required or permitted to be given or made under this Agreement by one party to the other shall be deemed to have been duly given or made if personally delivered or, if mailed, when mailed by registered or certified mail, postage prepaid, to the other party at the following addresses (or at such other address as shall be given in writing by one party to the other):

If to ZelnickMedia:

ZelnickMedia Corporation
650 5th Avenue
New York, NY 10019
Telephone: (212) 223-1383
Facsimile: (212) 223-1384
Attention: Benjamin Feder

If to the Company:

Take-Two Interactive Software, Inc.
622 Broadway
New York, NY 10012
Telephone: (646) 536-2842
Facsimile:
Attention:

14. Entire Agreement; Modification. This Agreement (a) contains the complete and entire understanding and agreement of ZelnickMedia and the Company with respect to the subject matter hereof; and (b) supersedes all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, respecting the engagement of ZelnickMedia in connection with the subject matter hereof. This Agreement may not be amended or modified except by written instrument executed by both ZelnickMedia and the Company.

15. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision hereof.

16. Assignment. ZelnickMedia may assign its rights or obligations under this Agreement only with the express written consent of the Company, such consent not to be unreasonably withheld. The Company may not assign its rights or obligations under this Agreement.

17. Successors. This Agreement and all the obligations and benefits hereunder shall inure to the successors and permitted assigns of the parties.

18. Failure to Pay. If for any reason the Company does not pay the Management Fee, Annual Bonus or any other amount due under this Agreement when due, then such amount shall accrue interest at a rate of 1% per month and shall continue to be payable and shall be paid by the Company as soon as it can be paid. The preceding sentence shall not limit any other remedies of ZelnickMedia in the event amounts are not paid when due.

19. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute one and the same agreement.

20. Choice of Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party consents to the *in personam* jurisdiction of the Court of Chancery or other courts of the State of Delaware and the United States District Court located in the State of Delaware in connection with any claim or dispute arising under or in connection with this Agreement.

21. Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any law or regulation of any jurisdiction, it shall, as to such jurisdiction, be deemed modified to the least degree necessary to conform to the requirements of such law or regulation, or if for any reason it is not deemed so modified, it shall be illegal, invalid or unenforceable only to the extent set forth in the law or regulation without affecting the legality, validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement.

22. Section 409A. Notwithstanding anything to the contrary contained in this Agreement, in the event that one or more payments under this Agreement are subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and would cause ZelnickMedia to incur any additional tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, the Company shall, at no additional cost to the Company, after consulting with ZelnickMedia and receiving ZelnickMedia's approval, reform and appropriately adjust such provision; provided that the Company agrees to maintain, to the maximum extent practicable without any such additional cost to the Company, the original intent and economic benefit to ZelnickMedia of the applicable provision without violating the provisions of Section 409A of the Code.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Management Agreement to be duly executed and delivered on the date and year first above written.

ZELNICKMEDIA CORPORATION

By: _____

Name:

Title:

TAKE-TWO INTERACTIVE SOFTWARE, INC.

By: _____

Name:

Title:

[Management Agreement]

EXHIBIT 99.5

Information Concerning the Oppenheimer Reporting Persons

OFI

Name OppenheimerFunds, Inc.*
State of Organization Colorado
Principal Business Investment Management
Principal Office Address Two World Financial Center, 225 Liberty Street, 11th Floor, New York, NY 10281

* OFI beneficially owns 17,881,006 Shares.

OAC

Name Oppenheimer Acquisition Corporation
State of Organization New York
Principal Business Holding Company
Principal Office Address Two World Financial Center, 225 Liberty Street, 11th Floor, New York, NY 10281

MassMutual Holding LLC

Name MassMutual Holdings LLC
State of Organization Delaware
Principal Business Holding Company
Principal Office Address 1295 State Street, Springfield, Massachusetts 01111

Massachusetts Mutual Life Insurance Company*

Name Massachusetts Mutual Life Insurance Company
State of Organization Massachusetts
Principal Business Insurance
Principal Office Address 1295 State Street, Springfield, Massachusetts 01111

* MMLIC beneficially owns 1,896,300 Shares (including 1,887,500 Shares beneficially owned by OFI)

OFI - Executive Officers and Directors

<u>Name</u>	<u>Citizenship</u>	<u>Business Address</u>	<u>Principal Occupation</u>	<u>Name, Business and Address of Employer</u>
John V. Murphy	US	Two World Financial Center, 225 Liberty Street, 11 th Floor, New York, NY 10281	Chairman, CEO and President	OppenheimerFunds, Inc., Two World Financial Center, 225 Liberty Street, 11 th Floor, New York, NY 10281 (Investment Management)
Richard Knott	US	“	President of OFDI	“
Kurt J. Wolfgruber	US	“	CIO	“
David Pfeffer	US	“	CFO	“
Robert G. Zack	US	“	EVP and General Counsel	“
Donna Winn*	US	“	President of OFIPI	“
Michael Baldwin	US	6803 South Tucson Way, Centennial, CO 80112	President of OFS	“
Chuck McKenzie	US	470 Atlantic Avenue, 11th Floor Boston, MA 02210	CEO and CIO of OFII	“

* Ms. Winn beneficially owns 1,254 Shares.

Massachusetts Mutual Life Insurance Co. - Executive Officers and Directors

Name	Citizenship	Business Address	Principal Occupation	Name, Business and Address of Employer
OFFICERS				
V. Vanessa Williams	US	1295 State St, Springfield, MA 01111	VP, Retirement Services	Massachusetts Mutual Life Insurance Co., 1295 State St., Springfield, MA 0111 (Financial Services)
Mark Roelling	US	“	EVP and General Counsel	“
Stephen L. Kuhn	US	“	Senior Vice President and Corporate Secretary	“
E. Thomas Johnson Jr.	US	“	SVP, Retirement Income Group	“
William B. Fisher	US	“	VP, Associates General Counsel	“
Elaine Sarsynski	US	“	EVP and Chief Administrative Officer	“
Isadore Jermyn	US	“	SVP and Actuary	“
M. Dale Janes	US	“	SVP, Retirement Services	“
David Carlson	US	“	VP, Actuary	“
Ronald Copes	US	“	VP, Chief Administrative Office	“
John Spencer Williams	US	“	SVP, IIG	“
Gregory E. Deavens	US	MassMutual, 100 Bright Meadow Blvd., Enfield, CT 06082	SVP and CFO	“
Burvin E. Pugh	US	1295 State St, Springfield, MA 01111	SVP, Sales and Distribution	“

William F. Glavin, Jr.	US	“	EVP, IIG	“
Jerome S. Golden	US	340 Madison Avenue, New York, NY 10017	President, Income Management Strategy	“
Melissa Millan	US	1295 State St, Springfield, MA 01111	SVP, Product Management	“
James S. Collins	US	“	VP and Actuary	“
Pamela Delaney	US	“	VP, Sales	“
Douglas J. Jangraw	US	“	VP and Actuary	“
Ricky Swaye	US	“	VP, Corporate Services	“
William F. O’Grady, Jr.	US	“	SVP, Distribution	“
John Skar	US	“	SVP, Chief Actuary	“
Mary Trish Robinson	US	“	SVP, Strategic Communications	“
Rich Bourgeois	US	“	SVP, CFO	“
Peter J. Bautz	US	“	VP, Tax	“
John Miller Jr.	US	“	SVP and CFO, MassMutual Intl	“
Frederick C. Castellani	US	“	EVP, Retirement Services	“
Donald B. Robitaille	US	“	SVP, Gen Auditor	“
Michael Rollings	US	“	EVP and CFO	“
Norman Smith	US	“	VP and Corporate Controller	“

Robert Haran	US	MassMutual, 100 Bright Meadow Blvd., Enfield, CT 06082	VP and Chief Underwriter	“
Larry N. Port	US	1295 State St, Springfield, MA 01111	SVP, Corporate Development	“
Rodney J. Dillman	US	1500 Main St., 28 th Fl., Springfield, MA 01115	VP and Assoc General Counsel	“
Kennedy W. Lane	US	1295 State St, Springfield, MA 01111	VP and CFO, IIG	“
Edward M. Kline	US	“	VP and Treasurer	“
Debra A. Palermino	US	“	VP, Financial Group	“
Anne Kandilis	US	“	VP, Gov’t Relations	“
Michael Fanning	US	“	SVP, Chief Operating Officer	“
Kenneth S. Cohen	US	“	SVP, Deputy General Counsel	“
Margaret Sperry	US	“	SVP, Chief Compliance Officer	“
Michael L. Kerley	US	“	VP, Chief Compliance Officer, USIG	“
Roger W. Crandall	US	1500 Main St., Suite 2200, Springfield, MA 01115	EVP and Chief Inv Officer	“

Steven Holstein	US	100 Bright Meadow Blvd., Enfield, CT 06082	SVP, Marketing	“
Gary J. Bacchiocchi	US	1500 Main St., Suite 1400, Springfield, MA 01115	VP, Financial Products Div.	“
Johnathan Picoult	US	100 Bright Meadow Blvd., Enfield, CT 06082	SVP, Marketing	“
Beverly A. Holmes	US	1295 State St, Springfield, MA 01111	SVP, Retirement Services	“
Anne Melissa Dowling	US	100 Bright Meadow Blvd., Enfield, CT 06082	SVP, USIG	“
John W. Chandler	US	1295 State St, Springfield, MA 01111	SVP, USIG	“
Marie Augsberger	US	“	SVP and COO, Retirement Services	“
DIRECTORS				
Roger G. Ackerman	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Chairman and CEO (Retired)	Corning Inc. One Riverfront Plaza, Corning, New York 14831 (Manufacturing)
James R. Birle	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Chairman	Resolute Partners LLC 767 FIFTH AVENUE, 48TH FLOOR NEW YORK NY 10153 (Investment Management)

Gene Chao	US	c/o MassMutual 1295 State St, Springfield, MA 01111	President (Retired)	Computer Projections, Inc. 8 West 40th Street 7th Floor New York, NY 10018 (Graphics Services and Equipment)
James H. DeGraffenreidt, Jr.	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Chairman and Chief Executive Officer	Washington Gas Light Company 101 Constitution Avenue NW Washington, DC 20080 (Utility)
Patricia Diaz Dennis	US	c/o MassMutual 1295 State St, Springfield, MA 01111	SVP and Asst General Counsel	AT&T Services, Inc. 175 East Houston San Antonio, TX 78205 (Telecommunications)
James L. Dunlap	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Vice Chairman (Retired)	Ocean Energy, Inc. 1001 Fannin, Suite 1600 Houston, TX 77002 (Energy)
William B. Ellis	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Chairman and CEO (Retired)	Northeast Utilities ONE FEDERAL STREET BUILDING 111-4 SPRINGFIELD MA 01105 (Utility)
Robert A. Essner	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Chairman and Chief Executive Officer	Wyeth 5 Giralda Farms Madison, NJ 07940 (Pharmaceutical)
Robert M. Furek	US	c/o MassMutual 1295 State St, Springfield, MA 01111	President and CEO (Retired)	Heublein, Inc. Farmington, CT (Agriculture)
Carol A. Leary	US	c/o MassMutual 1295 State St, Springfield, MA 01111	President	Bay Path College 588 Longmeadow Street Longmeadow, MA 0116 (Education)

William B. Marx, Jr.	US	c/o MassMutual 1295 State St, Springfield, MA 01111	SEVP (Retired)	Lucent Technologies, Inc. 600 Mountain Avenue Murray Hill, NJ 07947 (Telecommunications)
John F. Maypole	US	c/o MassMutual 1295 State St, Springfield, MA 01111	Managing Partner	Peach State Real Estate Holdings P.O. Box 1223 Toccoa, GA 30577 (Real Estate)
Marc Racicot	US	c/o MassMutual 1295 State St, Springfield, MA 01111	President	American Insurance Association 1130 Connecticut Avenue NW Suite 1000 Washington, DC 20036 (Insurance)
Stuart H. Reese	US	1295 State St, Springfield, MA 01111	President and CEO	MassMutual 1295 State St Springfield, MA 01111 (Insurance)

John Murphy (see OFI listing)

EXHIBIT 99.6

Information Concerning the Tudor Reporting Persons

I. Tudor Investment Corporation

The name, residence or business address, present principal occupation or employment, the name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each executive officer or director of TIC is set forth below. Unless otherwise indicated (i) the principal occupation or employment of such person is as an executive officer or director of TIC, (ii) the business address of such person is c/o TIC at the King Street address of TIC set forth under Item 2 of this Schedule 13D, (iii) such person is a citizen of the United States and (iv) to the knowledge of the Tudor Reporting Persons, such person does not beneficially own and has not had any transactions in the Shares.

<u>Name</u>	<u>Principal Occupation/ Business Address</u>
Paul Tudor Jones, II*	Chairman of the Board, Chief Executive Officer of TIC.
Mark F. Dalton	Vice Chairman, Director, and President of TIC.
John G. Macfarlane, III	Director, Chief Operating Officer and Managing Director of TIC.
James J. Pallotta**	Vice Chairman, Director, and Managing Director of TIC. Principal business address at Tudor Investment Corporation, 50 Rowes Wharf, 6th Floor, Boston, MA 02110.
Andrew S. Paul	Director, Managing Director, General Counsel and Corporate Secretary of TIC.
Robert P. Forlenza	Director and Managing Director of TIC. Principal business address at Tudor Investment Corporation, 50 Rowes Wharf, 6th Floor, Boston, MA 02110.
John R. Torell	Director, Managing Director and Chief Financial Officer of TIC.
Mark V. Houghton-Berry	Director of TIC; Managing Director of Tudor Capital (U.K.), L.P., an affiliate of TIC located at The Great Burgh, Epsom, Surrey KT17 5XT, England. Mr. Houghton-Berry is a citizen of the United Kingdom.
Mark Nicholson	Director of TIC; Chief Executive Officer of Tudor Capital Australia Pty. Ltd., an affiliate of TIC located at Suite 11, 2-3 Shore Building, 13 Hickson Road, Sydney NSW, Australia 2000. Mr. Nicholson is a citizen of Australia.
Richard L. Fisher	Director of TIC. Mr. Fisher is Managing Director of Investments and Acquisitions and a Managing Director of Dunavant Enterprises, Inc., 3797 Getwell Road, Memphis, TN 38118.

II. Tudor Proprietary Trading, L.L.C.

The name, residence or business address, present principal occupation or employment, the name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each executive officer or director of TPT is set forth below. Unless otherwise indicated (i) the principal occupation or employment of such person is as an executive officer or director of TIC, (ii) the business address of such person is c/o TIC at the address of TIC set forth under Item 2 of this Schedule 13D, (iii) such person is a citizen of the United States and (iv) to the knowledge of the Tudor Reporting Persons, such person does not beneficially own and has not had any transactions in the Shares.

<u>Name</u>	<u>Principal Occupation/ Business Address</u>
Paul Tudor Jones, II*	Chairman of the Board, Chief Executive Officer of TIC.
Mark F. Dalton	Vice Chairman, Director and President of TIC.
John G. Macfarlane, III	Director, Chief Operating Officer and Managing Director of TIC.
Andrew S. Paul	Director, Managing Director, General Counsel and Corporate Secretary of TIC.
John R. Torell	Director, Managing Director and Chief Financial Officer of TIC.
Robert P. Forlenza	Director and Managing Director of TIC. Principal business address at Tudor Investment Corporation, 50 Rowes Wharf, 6th Floor, Boston, MA 02110.
Mark V. Houghton-Berry	Director of TIC; Managing Director of Tudor Capital (U.K.), L.P., an affiliate of TIC located at The Great Burgh, Epsom, Surrey KT17 5XT, England. Mr. Houghton-Berry is a citizen of the United Kingdom.

III. The Raptor Global Portfolio Ltd.

The name, residence or business address, present principal occupation or employment, the name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each executive officer or director of Raptor is set forth below. To the knowledge of the Tudor Reporting Persons, such person does not beneficially own and has not had any transactions in the Shares.

<u>Name</u>	<u>Principal Occupation/ Business Address</u>
InterCaribbean Services Ltd.	Director of Raptor and other non-U.S. investment funds. The principal place of business of InterCaribbean Services Ltd. is Kaya Flamboyan 9, Curacao, Netherlands Antilles.
Karl Erbo Graf Kageneck	Director of Raptor and other non-U.S. investment funds. Managing Partner of Jargonant Partners S.A.R.L., an international real estate advisory and management firm with offices in Munich, Germany; Geneva, Switzerland; and Luxembourg. Mr. Kageneck is a citizen of Germany.

David d'Ambrumenil	Director of Raptor and other non-U.S. investment funds. Chairman of Lionspring Enterprises Limited, a privately held consulting firm in London, England
	Mr. d'Ambrumenil is a citizen of Great Britain.
Jean-Pierre Jacquemoud	Director of Raptor and other non-U.S. investment funds. Attorney, Jacquemoud & Stanislas, 2, rue Bellow, Geneva 1206, Switzerland.
	Mr. Jacquemoud is a citizen of Switzerland.
Ben C. Grigsby	Director of Raptor and other non-U.S. investment funds.
	Mr. Grigsby was formerly the CEO of Swiss Re Capital Management and Advisory, Tokai Bank Europe, and Barclays de Zoete Wedd. Mr. Grigsby resides in both Virginia and the United Kingdom.
	Mr. Grigsby is a citizen of the United Kingdom and the United States of America.

IV. The Tudor BVI Global Portfolio Ltd.

The name, residence or business address, present principal occupation or employment, the name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each executive officer or director of BVI is set forth below. To the knowledge of the Tudor Reporting Persons, such person does not beneficially own and has not had any transactions in the Shares.

<u>Name</u>	<u>Principal Occupation/ Business Address</u>
InterCaribbean Services Ltd.	Director of BVI and other non-U.S. investment funds. The principal place of business of InterCaribbean Services Ltd. is Kaya Flamboyan 9, Curacao, Netherlands Antilles.
Karl Erbo Graf Kageneck	Director of BVI and other non-U.S. investment funds. Managing Partner of Jargonant Partners S.A.R.L., an international real estate advisory and management firm with offices in Munich, Germany; Geneva, Switzerland; and Luxembourg.
	Mr. Kageneck is a citizen of Germany.
David d'Ambrumenil	Director of BVI and other non-U.S. investment funds. Chairman of Lionspring Enterprises Limited, a privately held consulting firm in London, England
	Mr. d'Ambrumenil is a citizen of Great Britain.
Jean-Pierre Jacquemoud	Director of BVI and other non-U.S. investment funds. Attorney, Jacquemoud & Stanislas, 2, rue Bellow, Geneva 1206, Switzerland.
	Mr. Jacquemoud is a citizen of Switzerland.
Ben C. Grigsby	Director of BVI and other non-U.S. investment funds.
	Mr. Grigsby was formerly the CEO of Swiss Re Capital Management and Advisory, Tokai Bank Europe, and Barclays de Zoete Wedd. Mr. Grigsby resides in both Virginia and the United Kingdom.

Mr. Grigsby is a citizen of the United Kingdom and the United States of America.

* See Item 5 of this Schedule 13D for a discussion of Mr. Jones' potential beneficial ownership of Shares.

** See Item 5 of this Schedule 13D for a discussion of Mr. Pallotta's potential beneficial ownership of Shares.

EXHIBIT 99.7**Description of Transactions in the Shares that were Effected During the Past 60 Days - OFI**

The identity of the person who effected the transaction, trading dates, number of shares of Common Stock sold and the price per share for all transactions in the shares of Common Stock within the last 60 days, which were all brokered transactions, are set forth below:

	Trade Date	Shares	Price Per Share
OFI, on behalf of an advisory client	1/5/07	165	16.70
“	1/8/07	90	16.01
“	1/8/07	126	16.04
“	1/10/07	70	16.75
“	1/10/07	267	16.83
“	1/10/07	156	16.58
“	1/10/07	31	16.72
“	1/12/07	62	17.27
“	1/12/07	14	17.32
“	1/16/07	319	17.63
“	1/18/07	249	17.19
“	1/19/07	115	17.43
“	1/19/07	3499	17.70
“	2/5/07	74	17.95
“	2/6/07	24	17.22
“	2/6/07	89	16.83
“	2/6/07	101	17.15
“	2/7/07	278	17.86
“	2/7/07	1560	17.88
“	2/8/07	17	18.36
“	2/8/07	47	18.22
“	2/15/07	925	20.52
“	2/15/07	1130	20.58
“	2/26/07	229	19.26
“	2/26/07	162	19.29
“	2/26/07	158	19.23
“	2/26/07	35	19.30
“	2/26/07	12	19.32
“	2/26/07	16	19.29
“	2/27/07	78	18.65
“	2/27/07	99	18.20
“	2/27/07	1034	18.75
“	2/28/07	53	17.86
“	3/1/07	334	17.06
“	3/2/07	249	17.03
“	3/5/07	27	17.00
“	3/5/07	117	17.01
“	3/5/07	139	17.47

EXHIBIT 99.8**Description of Transactions in the Shares that were Effected During the Past 60 Days -
D. E. Shaw Reporting Persons**

The identity of the person who effected the transaction, trading dates, number of shares of Common Stock purchased or sold and the price per share for all transactions by the Reporting Persons in the shares of Common Stock within the last 60 days, which were all brokered transactions, are set forth below:

Entity	Date	No. of Shares Purchased/(Sold)	Price Per Share
Valence	1/3/2007	500	17.87
Valence	1/3/2007	1,700	17.90
Valence	1/3/2007	1,200	17.94
Valence	1/3/2007	900	17.97
Valence	1/5/2007	(6,500)	16.89
Valence	1/8/2007	1,900	16.08
Valence	1/8/2007	700	16.09
Valence	1/8/2007	300	16.10
Valence	1/8/2007	1,700	16.11
Valence	1/8/2007	300	16.12
Valence	1/8/2007	500	16.13
Valence	1/8/2007	600	16.14
Valence	1/8/2007	500	16.19
Valence	1/16/2007	(3,300)	17.43
Valence	1/16/2007	(1,700)	17.44
Valence	1/16/2007	(8,100)	17.45
Valence	1/16/2007	(3,400)	17.46
Valence	1/16/2007	(2,200)	17.47
Valence	1/16/2007	(2,300)	17.50
Valence	1/16/2007	(1,200)	17.51
Valence	1/16/2007	(300)	17.52
Valence	1/16/2007	(2,900)	17.53
Valence	1/16/2007	(2,100)	17.54
Valence	1/16/2007	(8,000)	17.55
Valence	1/16/2007	(11,500)	17.56
Valence	1/16/2007	(13,630)	17.57
Valence	1/16/2007	(2,600)	17.58
Valence	1/16/2007	(1,800)	17.59
Valence	1/16/2007	(9,500)	17.60
Valence	1/16/2007	(1,600)	17.61
Valence	1/16/2007	(4,000)	17.62
Valence	1/16/2007	(1,800)	17.63
Valence	1/16/2007	(4,700)	17.65
Valence	1/16/2007	(3,500)	17.66
Valence	1/16/2007	(2,000)	17.67
Valence	1/17/2007	1,200	17.57

Valence	1/17/2007	(1,000)	17.61
Valence	1/17/2007	3,100	17.61
Valence	1/17/2007	900	17.62
Valence	1/17/2007	(800)	17.64
Valence	1/17/2007	(3,200)	17.67
Valence	1/17/2007	(200)	17.68
Valence	1/17/2007	(500)	17.69
Valence	1/17/2007	(600)	17.70
Valence	1/17/2007	(500)	17.72
Valence	1/17/2007	(900)	17.73
Valence	1/17/2007	(2,200)	17.74
Valence	1/17/2007	(5,494)	17.75
Valence	1/17/2007	(100)	17.76
Valence	1/17/2007	(500)	17.77
Valence	1/17/2007	(2,000)	17.78
Valence	1/17/2007	(300)	17.80
Valence	1/17/2007	(1,000)	17.81
Valence	1/17/2007	(1,200)	17.81
Valence	1/17/2007	(350)	17.82
Valence	1/17/2007	(2,800)	17.83
Valence	1/17/2007	(700)	17.84
Valence	1/17/2007	(500)	17.85
Valence	1/18/2007	10,000	17.19
Valence	1/18/2007	10,000	17.32
Valence	1/18/2007	11,000	17.46
Valence	1/18/2007	69,000	17.50
Valence	1/19/2007	11,500	17.39
Valence	1/30/2007	(7,700)	17.16
Valence	1/31/2007	600	17.00
Valence	1/31/2007	300	17.01
Valence	1/31/2007	700	17.03
Valence	1/31/2007	1,600	17.08
Valence	1/31/2007	200	17.12
Valence	1/31/2007	200	17.13
Valence	1/31/2007	500	17.15
Valence	1/31/2007	500	17.21
Valence	1/31/2007	1,000	17.22
Valence	1/31/2007	400	17.24
Valence	1/31/2007	800	17.26
Valence	1/31/2007	800	17.28
Valence	2/1/2007	500	17.20
Valence	2/1/2007	500	17.34
Valence	2/1/2007	100	17.35
Valence	2/1/2007	200	17.37
Valence	2/1/2007	(1,000)	17.40
Valence	2/1/2007	700	17.41
Valence	2/1/2007	(1,000)	17.48
Valence	2/1/2007	(1,000)	17.60
Valence	2/1/2007	(2,400)	17.62
Valence	2/1/2007	(500)	17.65

Valence	2/1/2007	(1,100)	17.66
Valence	2/1/2007	(1,200)	17.67
Valence	2/2/2007	(500)	17.86
Valence	2/2/2007	(800)	17.88
Valence	2/2/2007	(500)	17.92
Valence	2/2/2007	(800)	18.06
Valence	2/2/2007	(1,500)	18.07
Valence	2/2/2007	(1,900)	18.16
Valence	2/2/2007	(400)	18.17
Valence	2/2/2007	(1,900)	18.19
Valence	2/2/2007	(1,400)	18.20
Valence	2/2/2007	(1,600)	18.21
Valence	2/2/2007	(2,400)	18.22
Valence	2/2/2007	(5,000)	18.24
Valence	2/2/2007	(15,000)	18.25
Valence	2/2/2007	(2,700)	18.26
Valence	2/2/2007	(900)	18.27
Valence	2/2/2007	(5,300)	18.28
Valence	2/2/2007	(2,600)	18.29
Valence	2/2/2007	(9,100)	18.30
Valence	2/2/2007	(3,000)	18.31
Valence	2/2/2007	(1,200)	18.32
Valence	2/2/2007	(2,200)	18.33
Valence	2/2/2007	(4,600)	18.34
Valence	2/2/2007	(4,200)	18.35
Valence	2/2/2007	(1,000)	18.36
Valence	2/2/2007	(1,400)	18.39
Valence	2/5/2007	23,600	17.91
Valence	2/5/2007	(900)	17.99
Valence	2/5/2007	(600)	18.00
Valence	2/5/2007	(1,300)	18.03
Valence	2/5/2007	(500)	18.08
Valence	2/5/2007	(1,200)	18.11
Valence	2/5/2007	(1,100)	18.15
Valence	2/5/2007	(400)	18.16
Valence	2/5/2007	(600)	18.17
Valence	2/6/2007	25,000	16.80
Valence	2/6/2007	22,788	17.16
Valence	2/6/2007	74,050	17.20
Valence	2/6/2007	70,000	17.22
Valence	2/7/2007	25,000	17.30
Valence	2/7/2007	13,361	17.49
Valence	2/7/2007	1,400	17.83
Valence	2/7/2007	300	17.84
Valence	2/7/2007	2,000	17.85
Valence	2/7/2007	2,970	17.86
Valence	2/7/2007	3,600	17.87
Valence	2/7/2007	5,600	17.88
Valence	2/7/2007	7,400	17.89
Valence	2/7/2007	17,200	17.90

Valence	2/7/2007	4,000	17.91
Valence	2/7/2007	3,500	17.92
Valence	2/7/2007	1,700	17.93
Valence	2/7/2007	1,400	17.94
Valence	2/7/2007	4,700	17.95
Valence	2/7/2007	1,500	17.96
Valence	2/7/2007	43,652	17.98
Valence	2/7/2007	1,800	18.00
Valence	2/8/2007	12,296	17.93
Valence	2/8/2007	59,400	18.09
Valence	2/8/2007	650	18.23
Valence	2/8/2007	3,900	18.24
Valence	2/8/2007	2,800	18.25
Valence	2/8/2007	5,000	18.26
Valence	2/8/2007	3,500	18.27
Valence	2/8/2007	1,500	18.28
Valence	2/8/2007	1,000	18.29
Valence	2/8/2007	2,000	18.31
Valence	2/8/2007	32,000	18.32
Valence	2/8/2007	1,100	18.32
Valence	2/8/2007	1,900	18.33
Valence	2/8/2007	2,000	18.35
Valence	2/8/2007	1,200	18.36
Valence	2/8/2007	1,700	18.38
Valence	2/8/2007	(1,000)	18.39
Valence	2/8/2007	5,200	18.39
Valence	2/8/2007	1,600	18.42
Valence	2/8/2007	4,500	18.45
Valence	2/8/2007	(300)	18.46
Valence	2/8/2007	1,300	18.47
Valence	2/8/2007	1,300	18.51
Valence	2/9/2007	19,700	18.33
Valence	2/9/2007	64,000	18.74
Valence	2/9/2007	36,500	18.76
Valence	2/9/2007	10,500	18.77
Valence	2/9/2007	(54,837)	18.89
Valence	2/12/2007	300	18.75
Valence	2/12/2007	23,211	18.85
Valence	2/12/2007	5,000	18.95
Valence	2/12/2007	2,000	19.00
Valence	2/12/2007	17,900	19.06
Valence	2/12/2007	2,800	19.09
Valence	2/12/2007	36,700	19.25
Valence	2/12/2007	11,700	19.35
Valence	2/12/2007	11,219	19.38
Valence	2/12/2007	3,503	19.40
Valence	2/12/2007	27,275	19.49
Valence	2/12/2007	30,719	19.50
Valence LLC	1/28/2007	(20,500)	17.50
Valence LLC	1/26/2007	(22,500)	16.91

The identity of the person who effected the transaction, trading dates, number of shares of Common Stock purchased or sold as a result of options contract assignments, and the price per share for all such transactions by the Reporting Persons in the shares of Common Stock within the last 60 days, which were all brokered transactions, are set forth below:

Entity	Trade Date	Quantity (+ buy, (sell))	Price
Valence LLC	1/19/2007	122,900	20.00

The identity of the person who effected the transaction, trading dates, options transactions, exercises and assignments, and the price per share implied by the transaction, for all such transactions by the Reporting Persons in the options of the issuer within the last 60 days are set forth below. (Note: All sales were brokered transactions.)

Entity	Date	Security Description	Action	Notional number of shares	Price
Valence LLC	1/18/2007	\$17.5 June 2007 put	Sale	(50,000)	2.60
Valence LLC	1/19/2007	\$33.375 January 2007 call	Expiry	(54,200)	0
Valence LLC	1/19/2007	\$36.625 January 2007 call	Expiry	(37,500)	0
Valence LLC	1/19/2007	\$20 January 2007 put	Expiry	122,900	0
Valence LLC	1/26/2007	\$17.5 June 2007 put	Sale	(50,000)	2.58
Valence LLC	2/5/2007	\$20 June 2007 put	Sale	(15,400)	3.60
Valence LLC	2/6/2007	\$17.5 June 2007 put	Sale	(13,100)	2.55
Valence LLC	2/6/2007	\$20 June 2007 put	Sale	(3,300)	4.00
Valence LLC	2/6/2007	\$20 June 2007 put	Sale	(7,200)	4.10
Valence LLC	2/6/2007	\$22.5 June 2007 put	Sale	(7,100)	5.90
Valence LLC	2/6/2007	\$22.5 June 2007 put	Sale	(6,000)	6.00

TradeDate	AccountingGroupID	Action	Quantity	TradePrice	Product
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.45	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-100	16.45	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-200	16.45	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-200	16.41	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.33	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.36	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-100	16.31	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-100	16.49	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.49	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.45	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.41	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.41	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-200	16.42	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-100	16.48	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.48	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-100	16.04	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-200	16.04	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.09	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-100	16.1	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-200	16.1	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.07	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-300	16.09	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-104	16.12	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-196	16.11	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	14329	16.1342	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	50000	16.3097	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	100000	16.3953	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	50000	16.2983	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Sell	-75000	16.3	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	5825	16.10477	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	1300	16.1	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Sell	-125,000	1.7387	Put Option
1/9/2007	CR Intrinsic Investments, LLC	Buy	21250	16.215	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	50000	16.05	Common Stock
1/9/2007	CR Intrinsic Investments, LLC	Buy	7296	16.4088	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	21250	16.215	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	14329	16.1342	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	7296	16.4088	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Sell	-125,000	1.7387	Put Option
1/9/2007	S.A.C. Capital Associates, LLC	Buy	1300	16.1	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	5825	16.10477	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	75000	16.3	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	50000	16.3097	Common Stock
1/9/2007	S.A.C. Capital Associates, LLC	Buy	50000	16.05	Common Stock
1/10/2007	Sigma Capital Associates, LLC	Buy	50000	16.7043	Common Stock
1/10/2007	S.A.C. Capital Associates, LLC	Buy	200000	16.6537	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	50	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	50	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	50	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	250	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	200	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	50	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	100	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	50	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	200	16.95	Common Stock
1/10/2007	CR Intrinsic Investments, LLC	Buy	150	16.95	Common Stock

TradeDate	AccountingGroupID	Action	Quantity	TradePrice	Product
1/18/2007	CR Intrinsic Investments, LLC	Sell	-126000	17.38	Common Stock
1/18/2007	S.A.C. Capital Associates, LLC	Buy	126000	17.38	Common Stock
1/19/2007	Sigma Capital Associates, LLC	Buy	50000	17.5804	Common Stock
1/22/2007	Sigma Capital Associates, LLC	Buy	250000	17.4784	Common Stock
1/22/2007	Sigma Capital Associates, LLC	Buy	50000	17.4694	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	250	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	500	17.69	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	356	17.69	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	400	17.54	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.54	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.55	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	700	17.55	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.55	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.54	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.54	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.57	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	600	17.57	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.44	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	500	17.48	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.48	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.48	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	301	17.47	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.47	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.47	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	99	17.47	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.49	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.49	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.49	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.48	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.38	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.44	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.43	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.43	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.43	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.43	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	500	17.46	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.69	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.69	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	500	17.69	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	194	17.69	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.6	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	400	17.45	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	18	17.44	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	200	17.44	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	300	17.44	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	82	17.44	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	600	17.47	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	100	17.47	Common Stock
1/22/2007	CR Intrinsic Investments, LLC	Buy	3440	17.2	Common Stock

TradeDate	AccountingGroupID	Action	Quantity	TradePrice	Product
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	200	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	300	17.54	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	64	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	500	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	136	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	200	17.54	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	300	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	36	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.55	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	200	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.52	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.53	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.45	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	100	17.45	Common Stock
2/7/2007	S.A.C. Capital Associates, LLC	Buy	200	17.45	Common Stock

EXHIBIT 99.10

Executive Officers and Directors of ZelnickMedia Corporation

<u>Name</u>	<u>Business Address</u>	<u>Citizenship</u>	<u>Present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted</u>
Strauss Zelnick	650 Fifth Avenue New York, New York 10019	United States	President, Treasurer and sole director of ZelnickMedia Corporation
Ben Feder	650 Fifth Avenue New York, New York 10019	United States	Vice President of ZelnickMedia Corporation
George Vogel	650 Fifth Avenue New York, New York 10019	United States	Secretary of ZelnickMedia Corporation
