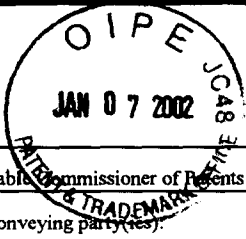


DY

01-14-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101944558

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Infobase Services

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of _____
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Axiom Corporation**
Internal Address: _____
Street Address: **301 Industrial Boulevard**
City: **Conway** State **Arkansas** ZIP: **72032**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Partnership Termination and Asset Purchase Agreement**

Execution Date: **October 1, 1994**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark registration No.(s)
 1,928,402
 2,061,863
 2,061,862
 2,061,861

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Andre M. Szuwalski**
Jenkins & Gilchrist, P.C.
Internal Address: _____

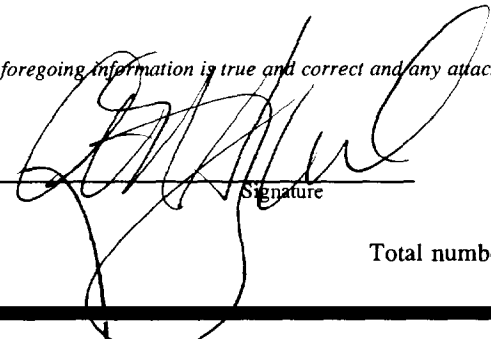
Street Address: **1445 Ross Avenue, Ste. 3200**

City: **Dallas** State: **Texas** Zip: **75202-2799**

6. Total number of applications and registrations involved: **4**
 7. Total fee (37 CFR 3.41): **\$ 115.00**
 Enclosed \$115.00
 Authorized to be charged to deposit account.
 (If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)
 8. Deposit Account number:
10-0447
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre M. Szuwalski  **11/7/01**
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **1**

1/14/2002 DBYRNE 00000332 1928402
01 FC:481 40.00 OP
02 FC:482 75.00 OP

Dallas2 832995 v 1, 12283.00139

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REEL: 002422 FRAME: 0247

NOV 24 2001 4:10PM FROM RICHARD ROSE LEGAL SERVICES 42 3335 TO 9975010.2331 11/24 P.02

PARTNERSHIP TERMINATION and ASSET PURCHASE AGREEMENT

This Partnership Termination and Asset Purchase Agreement ("Agreement") is dated as of the 1st day of October, 1994 ("Effective Date"), by and between Acxiom Corporation, a Delaware corporation, 301 Industrial Boulevard, Conway, Arkansas 72032 ("Acxiom"), Acxiom RM-Tools, Inc., an Arkansas corporation and wholly-owned subsidiary of Acxiom Corporation, 301 Industrial Boulevard, Conway, Arkansas 72032 ("Acxiom RM-T") and ADVO, Inc., a Delaware corporation, One Univac Lane, Windsor, Connecticut 06095 ("ADVO"), and is executed in conjunction with the termination of that certain General Partnership Agreement ("Partnership Agreement") dated as of September 30, 1991, by and between Acxiom and ADVO. All capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Partnership Agreement.

RECITALS

WHEREAS, since September 30, 1991, Acxiom and ADVO have been equal partners in that certain general partnership known as InfoBase Services ("InfoBase"), a business which offers individual, household and business list enhancement technology used by third parties to add telephone numbers and profile information consisting of numerous enhancement elements to lists owned or used by them;

WHEREAS, Acxiom and ADVO desire to terminate the Partnership Agreement;

WHEREAS, ADVO desires to sell to Acxiom RM-T, and Acxiom RM-T desires to purchase from ADVO, ADVO's fifty percent (50%) interest in InfoBase;

WHEREAS, ADVO possesses all of the right, title and interest in and to fifty percent (50%) of InfoBase. A description of the InfoBase assets and liabilities, current as of September 30, 1994, is set forth in Exhibit A attached hereto; and

WHEREAS, Acxiom and Acxiom RM-T desire to continue to operate InfoBase as a general partnership after the Closing Date, as defined below.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises, agreements and conditions stated herein, the parties agree as follows:

1. Termination of Acxiom / ADVO Partnership. Acxiom and ADVO hereby agree that the effective date of the termination ("Termination Date") of the Partnership Agreement shall be October 1, 1994, and that the closing date ("Closing Date") shall be November 10, 1994.

2. Conditions of Termination. In lieu of the provisions of Article IX of the Partnership Agreement, the parties hereby agree to the following termination conditions:

(a) Purchase and Sale. ADVO hereby agrees to sell, assign, transfer and convey to Acxiom RM-T all of its right, title and ownership of InfoBase, and Acxiom RM-T hereby agrees to purchase same from ADVO. ADVO hereby relinquishes to Acxiom RM-T all claims of ownership, license or any other entitlement to the use of or monetary gain from Acxiom and/or Acxiom RM-T's use of the InfoBase and EDGE files.

(b) Cash Payment. Acxiom RM-T shall remit, upon the Closing Date, Nine Million Dollars (\$9,000,000) to ADVO by wire transfer of immediately available funds to an account to be designated by ADVO. Such payment includes the repayment to ADVO of certain loans previously made by ADVO to InfoBase for the development of the EDGE file.

(c) Processing Discounts. As additional consideration for the sale of ADVO's fifty percent (50%) interest in InfoBase to Acxiom RM-T, Acxiom RM-T shall provide the following discounts and guarantees:

(i) From the Termination Date through September 30, 1998, Acxiom RM-T shall provide, through Acxiom, certain annual service discounts ("Discounts") to ADVO in connection with ADVO's use of Acxiom's data processing services. The parties shall enter into a Services Agreement ("Services Agreement") in substantially the same form as Exhibit B attached hereto and made a part hereof on or before December 15, 1994, or such other date upon which the parties may agree. Such Services Agreement shall supercede and replace that certain Data Processing Agreement dated as of September 30, 1991, between ADVO and Acxiom. The Discounts will be based upon the difference between Acxiom's "most favored nation" pricing and Acxiom's out-of-pocket cost to its vendors, but in no case will the Discounts be smaller than fifty percent (50%), of the most favored nation price. In the case of any new services and/or data royalties for which there are currently no standard prices, the parties shall agree on the fair market pricing, as well as the Discount amount, consistent with the provisions of this Section 2(c).

(ii) As indicated in the chart below, for each of the four (4) twelve-month periods between the Termination Date and September 30, 1998, there will be a "minimum" and "maximum" amount of Discounts. If, in any twelve-month period, ADVO should receive less in Discounts than the amount indicated as a minimum for that period, Acxiom RM-T shall pay ADVO the difference in cash by no later than November 15 of each year. To the extent that ADVO exceeds the minimum in Discounts in any given period, that cumulative excess shall be applied in calculating subsequent annual minimums. The maximum shall be the amount of Discounts to which ADVO will be entitled in each twelve-month period. To the extent that Discounts in any one twelve-month period do not reach the maximum, credit for that shortfall will be rolled forward cumulatively for the duration of the four-year period in calculating the maximum. In no case shall the shortfall related to the maximum for any one twelve-month period be greater than the difference between the cumulated maximum and the minimum for such period.

(In Thousands)

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Total</u>
Minimum	\$ 618	\$ 764	\$ 810	\$ 368	\$ 2,560
Maximum	\$1,030	\$ 1,092	\$ 1,157	\$ 859	\$ 4,138

(d) License to ADVO's Resident List. On or before December 15, 1994, the parties shall enter into an agreement that shall be a limited license for the use of ADVO's resident list by InfoBase and/or Acxiom/Acxiom RM-Tools. Such agreement shall follow the terms of that certain Data Supply Agreement dated as of August 1, 1992 ("DSA") between ADVO and InfoBase, to the extent that the DSA reflects the current intentions of the parties. The pricing contained in such agreement shall be at recent or standard "most favored nation" pricing and at terms and conditions acceptable to ADVO; provided, however, that ADVO will not approve of any use of its resident list that puts Acxiom, Acxiom RM-T and/or InfoBase or any of their customers in competition with ADVO's list business. During each year of the extended DSA, the net royalties thereunder (after deducting ADVO's costs) shall be attributed to the minimums set forth in Section 2(c) above, up to a total of \$200,000 per year, the unused portion of which may be applied against future periods.

3. Representations and Warranties / Indemnity.

(a) ADVO hereby makes the following representations and warranties:

(i) **ADVO is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, and has the corporate power and authority to conduct the activities being conducted by it and to own or lease the assets owned or leased by it;**

(ii) **ADVO has the corporate power and authority to enter into this Agreement, the Services Agreement and the DSA (collectively, the "Agreements") and to carry out its obligations thereunder. The execution and delivery of the Agreements, and the consummation of the transactions contemplated thereunder, are duly authorized, and no other corporate proceedings on the part of ADVO are necessary to authorize the Agreements and the consummation of the transactions provided for thereunder. The execution and delivery of the Agreements, and the consummation of the transactions provided for therein, will not violate any provision of the certificate of incorporation or bylaws of ADVO and will not effect a breach or default, or cause an event of default under, or create a state of facts which, after notice or the passage of time, or both, would constitute a breach or default or event of default under any mortgage, lease, agreement, instrument, order, judgment or decree to which ADVO is a party or by which any of its assets may be bound or affected; and**

(iii) **ADVO has good and marketable title to, or license to use, as the case may be, all of the assets comprising InfoBase to be transferred to Acxiom RM-T hereunder, free and clear of any mortgage, pledge, lien, security interest, conditional sale agreement, or encumbrance or charge of any kind or character.**

(b) **Acxiom and Acxiom RM-T hereby make the following representations and warranties:**

(i) **Acxiom and Acxiom RM-T are corporations duly organized, validly existing and in good standing under the laws of Delaware and Arkansas, respectively, and have the corporate power and authority to conduct all of the activities being conducted by them and to own or lease the assets owned or leased by them; and**

(ii) **Acxiom and Acxiom RM-T have the corporate power and authority to enter into the Agreements and to carry out their obligations thereunder. The execution and delivery of the Agreements, and the consummation of the transactions contemplated thereunder, are duly authorized, and no other corporate proceedings on the part of Acxiom or Acxiom RM-T are necessary to authorize the Agreements and the consummation of the transactions provided for thereunder. The execution and delivery of the Agreements, and the consummation of the transactions provided for therein, will not violate any provision of the certificate of incorporation or bylaws of Acxiom or Acxiom RM-T and will not effect a breach or default, or cause an event of default under, or create a state of facts which, after notice or the passage of time, or both, would constitute a breach or default or event of default under any mortgage, lease, agreement, instrument, order, judgment, or decree to which Acxiom or Acxiom RM-T is a party or by which any of their assets may be bound or affected.**

(c) **Each party agrees to indemnify and hold the other harmless from and against all claims, losses, liabilities, damages, expenses and costs (including reasonable attorneys' fees) which directly result from a breach of any of the warranties contained in Sections 3(a) and (b) above.**

4. **Operation of InfoBase.** In lieu of the provisions relating thereto in the Partnership Agreement, the parties hereby agree to the continued operation of InfoBase by Acxiom and Acxiom RM-T under the following conditions:

(a) **ADVO agrees that Acxiom and Acxiom RM-T shall have the right to continue the operation of InfoBase in any manner deemed by Acxiom and Acxiom RM-T to be in their best interests, and that Acxiom and ADVO shall have no obligations to each other except for those specified in the Agreements. Acxiom and ADVO agree that any other obligations previously set forth in the Partnership Agreement or**

otherwise between the parties are hereby rendered null and void. In particular, all rights and obligations, past, present or future, of both Acxiom and ADVO created pursuant to the following additional agreements between the parties dated as of September 30, 1991 are hereby nullified: InfoBase Asset Purchase Agreement; Edge Asset Purchase Agreement; Research and Development Agreement; and Software License Agreement.

(b) ADVO hereby assigns to Acxiom RM-T all right, title and interest ADVO may have in any existing and pending contracts, agreements or arrangements of InfoBase with any of its suppliers, customers or other third parties; provided, however, that each party hereby retains its right to any tax refund which may be due it.

(c) ADVO agrees that Acxiom and Acxiom RM-T shall have exclusive rights to all InfoBase property of any kind, including but not limited to all furniture, office equipment, computer equipment, data, software, intellectual property (including all InfoBase tradenames, trademarks, service marks and copyrights, whether registered or unregistered rights under common law), licenses, leases, works in process, accounts receivable, cash, bank accounts, tax refunds or credits and any other tangible or intangible InfoBase property of any kind.

5. Partnership Liabilities. The parties hereby agree to assume the following responsibilities with respect to InfoBase:

(a) Acxiom and Acxiom RM-T shall assume sole responsibility for all InfoBase liabilities which had accrued by the Termination Date or which may accrue thereafter, and shall indemnify and hold ADVO harmless from any loss, cost, damage or expense, including reasonable attorneys' fees and expenses, arising out of any claim relating thereto or any breach of any of the representations or warranties set forth in Section 5(b) below.

(b) Attached hereto as part of Exhibit A is a schedule of the accounts payable of InfoBase as of September 30, 1994. Acxiom and Acxiom RM-T represent and warrant to the best of their knowledge and belief, (i) that Exhibit A is complete and correct, and fairly and accurately presents the liabilities of InfoBase as of September 30, 1994; (ii) that as of the Termination Date there are no liabilities of InfoBase other than as disclosed in Exhibit A; and (iii) that since September 30, 1994, there has been no material change in the liabilities of InfoBase. The parties acknowledge that all accounts payable will be paid out of InfoBase's current operating funds.

(c) If, within one (1) year after the Termination Date, Acxiom and/or Acxiom RM-T first becomes aware of a liability, or any series of related liabilities, in the aggregate amount of \$15,000 or more of InfoBase arising out of InfoBase's operations prior to the Termination Date which was not disclosed in Exhibit A, and if, as of the Termination Date, Acxiom and Acxiom RM-T did not know about the liability and did not possess sufficient information relating to it that they should reasonably have known it would accrue or was probable of assertion, then ADVO will reimburse Acxiom / Acxiom RM-T for fifty percent (50%) of the amount Acxiom / Acxiom RM-T actually pays in satisfaction of such liability.

(d) Acxiom and Acxiom RM-T shall be responsible for preparing and submitting all future tax returns on behalf of InfoBase. The parties shall make a good faith effort to agree upon an arms' length fair market valuation as of the Termination Date for all of the InfoBase assets, both tangible and intangible, by December 15, 1994.

(e) Except as otherwise expressly provided in this Agreement, Acxiom and ADVO hereby release and forever discharge each other from all claims, causes of action, debts or liabilities of any kind which might be brought against one party by the other arising out of the parties' operation of or termination of the Partnership.

6. **Acxiom Guaranty.** Acxiom hereby guarantees the full and complete performance by Acxiom RM-T of Acxiom RM-T's obligations and liabilities under the Agreements. In the event that Acxiom RM-T fails to perform any of its obligations or liabilities under the Agreements, Acxiom shall perform, or shall cause to be performed, such obligations and liabilities upon written demand of ADVO.

7. **Publicity.** Any release of public information concerning the Agreements will be coordinated among the parties.

8. **Liability.** EXCEPT AS OTHERWISE STATED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE.

9. **Applicable Law.** The Agreement shall be governed and construed in accordance with the laws of the State of Arkansas, and shall benefit and be binding upon the parties hereto and their respective successors and assigns.

10. **Dispute Resolution.** In the event of any dispute between the parties pertaining to the Agreement, the parties agree to proceed in accordance with the provisions of that certain Dispute Resolution Agreement dated as of September 30, 1991 between Acxiom and ADVO.

11. **Modification/Severance/Waiver.** The Agreement, or any of the Exhibits attached hereto, may only be amended by a separate writing signed by both parties. If any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any of the other portions of the Agreement. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power.

12. **Assignment.** Neither party may assign its rights and obligations hereunder without the prior written consent of the other party; provided, however, that no consent shall be required for assignment by either party, upon written notice to the other, to an affiliated corporation or other entity under common control with such party, provided that the assigning party shall remain fully liable for performance hereunder, unless the parties agree otherwise in writing.

13. **Force Majeure.** Neither party shall bear any responsibility or liability for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any act of God, act of governmental authority, act of public enemy, or due to war, riot, flood, civil commotion, insurrection, severe weather conditions, or any other cause beyond the reasonable control of the party delayed.

14. **Notices.** Any notice or other communication required hereunder shall be made in writing and addressed to the parties at their addresses set forth above.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same agreement.

16 Further Documentation. Each of the parties shall, from time to time, make, execute and deliver, or cause to be made, executed and delivered, such other documents, instruments, acts, consents and assurances as may be necessary and appropriate for the effective consummation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

ADVO, INC.

By: David M. Stigler
David M. Stigler
Sr. Vice President

ACXIOM CORPORATION

By: Charles D. Morgan, Jr.
Charles D. Morgan, Jr.
Chairman of the Board and
President

als/cat-acxiom/advo/buyback