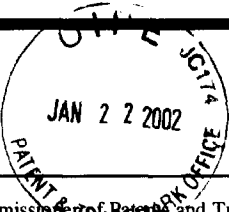


01-28-2002



101960010

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

1. Name of conveying party(ies):

ACXIOM RTC, INC.

1/22/02

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank

Internal Address: _____

Street Address: 2200 Ross Ave., 3rd Floor

City: Dallas State: Texas ZIP: 75201

- Individual(s) citizenship
- Association New York State Chartered Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: September 21, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,907,571	1,930,774	2,335,491	1,890,467	1,879,151
2,087,337	1,909,436	1,621,575	1,249,248	2,331,779
1,868,979	1,669,690	1,705,320	1,880,455	1,653,857
2,363,878	1,874,594	1,874,593	1,879,150	1,872,021
1,697,968				

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: Twenty-One (21)

7. Total fee (37 CFR 3.41):

\$ 540.00

- Enclosed
- 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, Reg. No. 35,701
Name of Person Signing

Signature

11/7/01
Date

Total number of pages comprising cover sheet: -1- Total Pages -8-

01/25/2002 LMUELLER 00000178 1907571

01 FC:481
02 FC:482

40.00 DP
500.00 DP

TRADEMARK SECURITY AGREEMENT

WHEREAS, ACXIOM RTC, INC., a Delaware corporation (hereinafter referred to as "Grantor"), is a subsidiary of ACXIOM CORPORATION, a Delaware corporation ("Parent").

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Parent, certain subsidiaries of Parent, The Chase Manhattan Bank, as collateral agent under the Intercreditor Agreement (as herein defined) (the "Collateral Agent"), and certain other parties have entered that certain Intercreditor Agreement dated as of September 21, 2001 (as the same may be amended or otherwise modified from time to time, the "Intercreditor Agreement").

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 21, 2001 (as the same may be amended and in effect from time to time, the "Security Agreement") between Parent, certain subsidiaries of Parent and the Collateral Agent, Grantor has granted to the Collateral Agent a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Intercreditor Agreement);

WHEREAS, this Trademark Security Agreement is executed pursuant to the terms of the Intercreditor Agreement and the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Collateral Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21ST day of September, 2001.

Acknowledged:

GRANTOR:

ACXIOM RTC, INC.

By: D. Gaskill
Name: Dathan A. Gaskill
Title: Vice President / Assistant Treasurer

COLLATERAL AGENT:

THE CHASE MANHATTAN BANK

By: _____
Name: _____
Title: _____

This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21ST day of September, 2001.

Acknowledged:

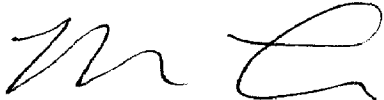
GRANTOR:

ACXIOM RTC, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

THE CHASE MANHATTAN BANK

By:  _____
Name: MICHAEL J. LISTER, VICE PRESIDENT
Title: THE CHASE MANHATTAN BANK

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)


On the ____ day of September, 2001 before me personally appeared Dathan A. Guskil, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VP/Asst. Treas. of Acxiom RTC, Inc. who being by me duly sworn, did depose and say that he is VP/Asst. Treas. of Acxiom RTC, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Karen S Barnes
Notary Public



My commission expires: July 20, 2004

TRADEMARK REGISTRATIONS

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Acxiom RTC, Inc.	US	ACXICOUNTS® <i>Moved</i>	2,454,368 	5/29/01	5/28/11 <i>Previous Serials listed & are still with Acxiom Corp. move to Acxiom?</i>	75/411787	11/15/95	Software to provide access to a remote computer database featuring direct marketing information and the display of query results over a global computer communications network, in class 9 providing access to a remote computer database for the Submission and processing of database queries in the field of direct marketing in class 35
Acxiom RTC, Inc.	US	ACXIOM®	1,907,571	7/25/95	7/25/2005	74/528,735	5/24/1994	Direct marketing services, namely market analysis, business planning, mailing list production, and mailing list utilization, namely consumer response analysis, in class 35
Acxiom RTC, Inc.	US	ACXIOM CHANGEPLUS®	1,907,774	10/31/95	10/31/2005	74/5		Direct marketing database design services, in class 42
Acxiom RTC, Inc.	US	ACXIOM COMPOSER LIST PROCESSING SERVICES® & design	2,335,491	3/28/00	3/24/10	75/6		updating class 35 st and g list preparation er than music n class 35

*Change Plus - #
75/6 changed below other
serials & is still with
Acxiom Corp.
10/31/05
10/31/05*

Corrected

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Acxiom RTC, Inc.	US	ACXIOM EXPLORER™  <i>completed</i>	2,444,453	4/17/01	4/17/01 <i>4/17/01</i>	74/031020 <i>74/031020</i>	4/17/00	Computer software to build mailing lists; build, execute, and track marketing campaigns; provide customer service by allowing individual record lookups; and provide data analysis and reporting, and manuals sold together as a unit therewith, in class 9.
Acxiom RTC, Inc.	US	ACXIOM INFOBASE & BUSINESS LISTING (InfoBase Logo)  <i>completed</i>	2,460,830	6/19/01			99	Preparing mailing lists and target customer lists, and the enhancement of existing customer lists with additional data, in class 35.
Acxiom RTC, Inc.	US	ACXIOM MARKETREADY®	1,890,467	4/18/95	4/19/2005	74/432,761	8/25/93	Computer software in the field of direct mail marketing, in class 9
Acxiom RTC, Inc.	US	ACXIOM MARKETSELECT®	1,879,151	2/14/95	2/14/2005	74/432,763	8/25/93	Computer software in the field of direct mail marketing, in class 9
Acxiom RTC, Inc.	US	ACXIOM RM-TOOLS®	2,087,337	8/12/97	8/12/2007	75/113,489	6/3/96	Commercial information services, namely, providing underwriting, claim, and marketing data to insurance companies, in class 35
Acxiom RTC, Inc.	US	ACXIOM TARGETQUEST®	1,909,436	8/1/95	8/1/2005	74/409,781	6/22/93	Computer-aided market research and market data analysis rendered to others, in class 35
Acxiom RTC, Inc.	US	ADDRESSABILITY®	1,621,575	11/3/90	11/3/2000	74/025439	2/5/90	Coding of mailing lists with respect to four-digit sub-codes for zip codes provided to direct mail marketers, in class 35
Acxiom RTC, Inc.	US	CCX®	1,249,248	8/23/83	8/23/93	364,995	5/17/82	Information storage and retrieval services - namely,

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Untl:	Serial No.	Filing Date	Goods or Services
								providing list order fulfillment services for mailing list rentals and updating list order management services for the direct mailing industry, in class 35
Axiom RTC, Inc.	US	COMPOSER®	2,331,779	3/21/00	3/21/10	75/610,306	12/22/98	Mailing and telemarketing list preparation for those other than music composers, in class 35
Axiom RTC, Inc.	US	DATATRUST®	1,868,979	12/20/94	12/20/2004	74/420,006	7/22/93	Operating and maintaining a computerized database incorporating security features for storage and retrieval of information for others, in class 35
Axiom RTC, Inc.	US	DEMODUP®	1,669,690	12/24/91	12/24/2001	74/106,252	10/15/90	Mail list preparation services via computer, in class 35
Axiom RTC, Inc.	US	LOFS®	1,705,320	8/4/92	8/4/2002	74/106,236	10/15/90	Computerized mail list preparation services via dial-up or lease-line access, in class 35
Axiom RTC, Inc.	US	MELODY®	1,880,455	2/28/95	2/28/2005	74/478,800	1/13/94	Computer software, namely, an output program that provides basic sorting, segmenting and counting of business records in the nature of mailing lists, in class 9
Axiom RTC, Inc.	US	RAPIDUS®	2,359,797			4	3/19/99	Database management software for use in the fields of selection, analysis, and extraction of name, address, and demographic data concerning customers and prospective customers, in class 9

10/15/90 to 10/15/90

completed

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Axiom RTC, Inc.	US	RELATIONBASE®	1,653,857	8/13/91	8/13/2001	74,032,393	2/26/90	Computerized mail list preparation services for direct mail marketers, in class 35
Axiom RTC, Inc.	US	SOLVITUR®	2,363,878	7/4/00	7/4/10	75,568,294	10/13/98	Computer services for others, namely, database manipulation, database development, database creation, database enhancement, namely, maintenance and updating computer databases containing marketing information for others, in class 42

TRADEMARK APPLICATIONS

NONE.

TRADEMARK LICENSES

NONE.

Schedule 1
to
Trademark
Security Agreement

Revised Schedule

TRADEMARK REGISTRATIONS

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Acxiom RTC, Inc.	US	ACXIOM®	1,907,571	7/25/95	7/25/2005	74/528,735	5/24/1994	Direct marketing services, namely market analysis, business planning, mailing list production, and mailing list utilization, namely consumer response analysis, in class 35
Acxiom RTC, Inc.	US	ACXIOM CHANGEPLUS®	1,930,774	10/31/95	10/31/2005	74/503,478	3/15/94	Direct marketing database design services, in class 42
Acxiom RTC, Inc.	US	ACXIOM COMPOSER LIST PROCESSING SERVICES® & design	2,335,491	3/28/00	3/24/10	75/661,775	3/16/99	Marketing list and telemarketing list preparation for those other than music composers, in class 35
Acxiom RTC, Inc.	US	ACXIOM MARKETREADY®	1,890,467	4/18/95	4/19/2005	74/432,761	8/25/93	Computer software in the field of direct mail marketing, in class 9
Acxiom RTC, Inc.	US	ACXIOM MARKETSELECT®	1,879,151	2/14/95	2/14/2005	74/432,763	8/25/93	Computer software in the field of direct mail marketing, in class 9
Acxiom RTC, Inc.	US	ACXIOM RM-TOOLS®	2,087,337	8/12/97	8/12/2007	75/113,489	6/3/96	Commercial information services, namely, providing underwriting, claim, and marketing data to insurance companies, in class 35
Acxiom RTC, Inc.	US	ACXIOM	1,909,436	8/1/95	8/1/2005	74/409,781	6/22/93	Computer-aided market

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
		TARGETQUEST®						research and market data analysis rendered to others, in class 35
Acxiom RTC, Inc.	US	ADDRESSABILITY®	1,621,575	11/3/90	11/3/2000	74/025439	2/5/90	Coding of mailing lists with respect to four-digit sub-codes for zip codes provided to direct mail marketers, in class 35
Acxiom RTC, Inc.	US	CCX®	1,249,248	8/23/83	8/23/93	364,995	5/17/82	Information storage and retrieval services - namely, providing list order fulfillment services for mailing list rentals and updating list order management services for the direct mailing industry, in class 35
Acxiom RTC, Inc.	US	COMPOSER®	2,331,779	3/21/00	3/21/10	75/610,306	12/22/98	Mailing and telemarketing list preparation for those other than music composers, in class 35
Acxiom RTC, Inc.	US	DATATRUST®	1,868,979	12/20/94	12/20/2004	74/420,006	7/22/93	Operating and maintaining a computerized database incorporating security features for storage and retrieval of information for others, in class 35
Acxiom RTC, Inc.	US	DEMODOUP®	1,669,690	12/24/91	12/24/2001	74/106,252	10/15/90	Mail list preparation services via computer, in class 35
Acxiom RTC, Inc.	US	LOFS®	1,705,320	8/4/92	8/4/2002	74/106,236	10/15/90	Computerized mail list preparation services via dial-up or lease-line access, in class 35
Acxiom RTC, Inc.	US	MELODY®	1,880,455	2/28/95	2/28/2005	74/478,800	1/13/94	Computer software, namely, an output program that provides basic sorting, segmenting and counting of

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Acxiom RTC, Inc.	US	RELATIONBASE®	1,653,857	8/13/91	8/13/2001	74/032,393	2/26/90	business records in the nature of mailing lists, in class 9
Acxiom RTC, Inc.	US	SOLVITUR®	2,363,878	7/4/00	7/4/10	75,568,294	10/13/98	Computerized mail list preparation services for direct mail marketers, in class 35
Acxiom-RTC, Inc.	US	ACXIOM MARKETTRANSFER	1,874,594	1/17/95	1/17/05	74/437,004	9/17/93	Computer services for others, namely, database manipulation, database development, database creation, database enhancement, namely, maintenance and updating computer databases containing marketing information for others, in class 42
Acxiom-RTC, Inc.	US	ACXIOM MARKETSCORE	1,874,593	1/17/95	1/17/05	74/437,003	9/17/93	Computer software in the field of direct mail marketing.
Acxiom-RTC, Inc.	US	ACXIOTRACK EDA	1,879,150	2/14/95	2/14/05	74/432,760	8/25/93	Computer software in the field of direct mail marketing.
Acxiom-RTC, Inc.	US	ACXIOTRACK	1,872,021	1/3/95	1/3/05	74/371,451	3/24/93	On-line computer services for obtaining individual telephone numbers.
Acxiom-RTC, Inc.	US	ACXIOTRACK	1,697,968	6/30/92	6/30/02	74/192,759	8/8/91	Location of people by computer for others for collection of overdue accounts.