

01-30-2002



101964566

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET

1.18.02

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

1. Name of conveying party(ies):

Axciom/May & Speh, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: September 21, 2001

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- _____
- 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)

~~2,281,388~~
2,356,667
2,013,591
2,000,413

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)

1729/2002 (01/02) 0000231 0001388

DO NOT USE THIS SPACE

1 FD-401 40.00 01
2 FD-402 10.00 01

9. Statement and signature.

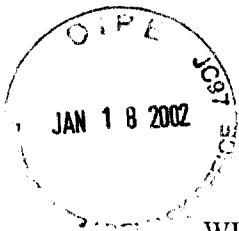
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andre M. Szuwalski
Name of Person Signing

Signature

11/7/01
Date

Total number of pages comprising cover sheet: 1



TRADEMARK SECURITY AGREEMENT

WHEREAS, ACXIOM / MAY & SPEH, 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 / MAY & SPEH, INC.

By: _____

Name: _____

Title: _____

COLLATERAL AGENT:

THE CHASE MANHATTAN BANK

By:  _____

Name: Michael J. Lister

Title: Vice President

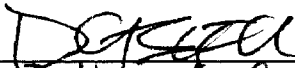
This security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 / MAY & SPEH, INC.

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

COLLATERAL AGENT:

THE CHASE MANHATTAN BANK

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

On the ____ day of September, 2001 before me personally appeared Dathan A. Gaskill 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 / May & Speh, Inc. who being by me duly sworn, did depose and say that he is VP/Asst. Treas. of Acxiom / May & Speh, 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



Schedule 1
to
Trademark
Security Agreement

TRADEMARK REGISTRATIONS

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Axiom / May & Speh, Inc.	US	DATASCORE SM	2,281,388	9/28/99	9/28/09	75/526019	7/23/98	Providing management services packaged specifically for organizations that use credit bureau information to make business decisions related to their customers, in class 35
Axiom / May & Speh, Inc.	US	QUIDDITY [®]	2,356,667	6/13/00	6/13/10	75/524296	7/23/98	Database management system and software program for providing companies with the ability to access, analyze and manage data about their customers and/or on-line, in class 9
Axiom / May & Speh, Inc.	US	DATAKEY	2,013,591	11/5/96				Software for converting raw credit data for use in statistical analysis and manuals sold in connection therewith. in class 9.

Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
Acxiom / May & Speh, Inc.	US	DATA-CRAFT	2,000,413	9/10/96				Software packages that allow statisticians to conduct analysis on a credit grantor's portfolio in class 9.

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None