05-20-2002

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EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OFFICE OF PUBLIC RECORDS

2002 MAY 14 AM 10:09

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

1. Name of conveying party(ies):

ACXIOM CORPORATION

5/14/02

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

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

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

Name: JPMorgan Chase 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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Amendment to Trademark Security Agreement

Execution Date: April 1, 2002

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: Andrea Walker
Jenkens & Gilchrist, P.C.
Internal Address:

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

05/20/2002 AAHMED1 00000040 1907571
01 FC:481 40.00 OP
02 FC:482 500.00 OP

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.

Andrea Walker
Name of Person Signing

Andrea Walker
Signature

May 14, 2002
Date

Total number of pages comprising cover sheet: -1- Total Pages -9-

Dallas2 895662 v 1, 12283.00139

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), dated as of April 1, 2002, is between ACXIOM CORPORATION, as successor in interest by merger to Acxiom RTC, Inc., ("Grantor"), and JPMORGAN CHASE BANK (successor in interest by merger to The Chase Manhattan Bank) as collateral agent for the Creditors under the Intercreditor Agreement (herein defined) (in such capacity, the "Collateral Agent").

RECITALS:

A. Acxiom RTC, Inc. and the Collateral Agent entered into that certain Trademark Security Agreement dated as of September 21, 2001 (as the same may hereafter be amended or otherwise modified, the "Agreement"), to secure the Obligations under that certain Intercreditor Agreement dated September 21, 2001 among Grantor, the Collateral Agent, certain Subsidiaries of Grantor, and the Creditors party thereto (as the same has been and may hereafter be amended or otherwise modified, the "Intercreditor Agreement"). Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Intercreditor Agreement.

B. Acxiom RTC, Inc. was a wholly owned subsidiary of Acxiom Corporation. Grantor has informed the Collateral Agent that on March 31, 2002, Acxiom RTC, Inc. merged with and into Grantor, with Grantor being the surviving entity.

C. As a result of the foregoing, Grantor and the Collateral Agent now desire to amend the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

ARTICLE 1.

Amendment

Section 1.1 Amendment to the Recitals. The first four paragraphs of the Amendment are amended and restated in their entirety to read as follows:

> WHEREAS, ACXIOM CORPORATION (successor in interest by merger to Acxiom RTC, Inc.), a Delaware corporation (hereinafter referred to as "Grantor");
>
> 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;
>
> WHEREAS, Grantor, certain subsidiaries of Grantor, JPMorgan Chase Bank (successor in interest to 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 has been and may be further amended or otherwise modified from time to time, the "Intercreditor Agreement"); and

TRADEMARK
REEL: 002508 FRAME: 0584

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 Grantor, certain subsidiaries of Grantor 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);

Section 1.2 Amendment to Schedule 1. Schedule 1 to the Amendment is amended and restated in its entirety to read as Schedule 1 attached hereto.

ARTICLE 2.

Miscellaneous

Section 2.1 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and the Collateral Agent agree that the Agreement as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

Section 2.2 Reference to Agreement. Each of the Transaction Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement as amended hereby, are hereby amended so that any reference in such Transaction Documents to the Agreement shall mean a reference to the Agreement as amended hereby.

Section 2.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 2.4 Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

Section 2.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns, except Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Collateral Agent.

Section 2.6 Counterparts. This Amendment may be executed in one or more counterparts and on telecopy counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

Section 2.7 Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

TRADEMARK
REEL: 002508 FRAME: 0585

Section 2.8 ENTIRE AGREEMENT. THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Executed as of the date first written above.

GRANTOR:

ACXIOM CORPORATION (successor in interest by merger Acxiom RTC, Inc.)

By: _____
Name: Jathan A. Gaskill
Title: Corporate Finance Leader

COLLATERAL AGENT:

JPMORGAN CHASE BANK (successor in interest by merger to The Chase Manhattan Bank)

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 002508 FRAME: 0586

Section 2.8 ENTIRE AGREEMENT. THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Executed as of the date first written above.

GRANTOR:

ACXIOM CORPORATION (successor in interest by merger Acxiom RTC, Inc.)

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

JPMORGAN CHASE BANK (successor in interest by merger to The Chase Manhattan Bank)

By: _____
Name: _____
Title: Michael J. Lister, Vice President
JPMorgan Chase Bank

TRADEMARK
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ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF Pulaski)

On the 28th day of March, 2002 before me personally appeared Dathan 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 Corp. Finance Ldr of Acxiom Corporation who being by me duly sworn, did depose and say that he is Corp. Finance Ldr. of Acxiom Corporation, 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.

Karen S. Barnes
Notary Public

{Seal}

My commission expires: July 20, 2004

TRADEMARK
REEL: 002508 FRAME: 0588

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
Acxiom Corporation	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 Direct marketing database design services, in class 42
Acxiom Corporation	US	ACXIOM CHANGEPLUS®	1,930,774	10/31/95	10/31/2005	74/503,478	3/15/94	Mailing list updating services, in class 35
Acxiom Corporation	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 Corporation	US	ACXIOM MARKETREADY®	1,890,467	4/18/95	4/19/2005	74/432,761	8/25/93	Computer software in the filed of direct mail marketing, in class 9
Acxiom Corporation	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 Corporation	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 Corporation	US	ACXIOM	1,909,436	8/1/95	8/1/2005	74/409,781	6/22/93	Computer-aided market

TRADEMARK
REEL: 002508 FRAME: 0589

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 Corporation	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 Corporation	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 Corporation	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 Corporation	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 Corporation	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
Acxiom Corporation	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 Corporation	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

TRADEMARK
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Owner	Country of Reg	Mark	Reg. No.	Reg. Date	Effective Until:	Serial No.	Filing Date	Goods or Services
								business records in the nature of mailing lists, in class 9
Acxiom Corporation	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
Acxiom Corporation	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
Acxiom Corporation	US	ACXIOM MARKETIMAGE	1,874,594	1/17/95	1/17/05	74/437,004	9/17/93	Computer software in the field of direct mail marketing.
Acxiom Corporation	US	ACXIOM MARKETTRANSFE R	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 Corporation	US	ACXIOM MARKETSCORE	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 Corporation	US	ACXITRACK EDA	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 Corporation	US	ACXITRACK	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.

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Jenkens & Gilchrist

A PROFESSIONAL CORPORATION

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Andrea Walker
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awalker@jenkens.com

Box Assignment
Director - U.S. Patent and Trademark Office
Washington, D. C. 20231

CERTIFICATE OF MAILING BY EXPRESS MAIL
EXPRESS MAIL NO EL 058676435 US

I hereby certify that this paper or fee is being deposited with the U.S. Postal Service AS Express Mail addressed to Director - U.S. Patent and Trademark Office, Washington D.C. 20231

on May 14, 2002

Dorothy MacKinnon
Signature

Dorothy MacKinnon

Re: Conveying Party: Acxiom Corporation
Registration Nos.: 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

Docket No.: 12283-00139

Dear Sir/Madam:

Transmitted for recording in the Patent and Trademark Office are the following documents for the above-referenced trademark registrations:

1. Recordation Form Cover Sheet;
2. First Amendment to Trademark Security Agreement
3. A check in the amount of $540.00 representing the recording fee; and
4. Acknowledgement Postcard.

Dallas2 895659 v 1, 12283.00139

Please address all communications related to this to:

Andrea Walker
Jenkens & Gilchrist, P.C.
1445 Ross Avenue, Suite 3200
Dallas, Texas 75202-2799

In the event there is an under or over payment, please debit or credit our Deposit Account #10-0447. This letter is being filed in duplicate to facilitate processing.

Respectfully submitted,

Andrea Walker

Andrea Walker

Enclosure

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Box Assignment
Director - U.S. Patent and Trademark Office
Washington, D. C. 20231

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on May 14, 2002

Dorothy MacKinnon
Dorothy MacKinnon
Signature

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Respectfully submitted,

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Enclosure

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