

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCR Corporation		09/24/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Teradata US, Inc.
Street Address:	2835 Miami Village Drive
Internal Address:	TDHQ-2
City:	Miamisburg
State/Country:	OHIO
Postal Code:	45342
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2816322	YOU'VE NEVER SEEN YOUR BUSINESS LIKE THIS BEFORE
Registration Number:	2857883	INFOWISE
Registration Number:	2493246	DECISIONPOINT
Registration Number:	2632467	DECISIONFLOW
Registration Number:	2792496	DECISIONCAST
Registration Number:	2146157	META WAREHOUSE
Registration Number:	2569690	
Registration Number:	2780053	MYCOMMERCE
Registration Number:	2453923	SEECHAIN
Registration Number:	2484616	SEECOMMERCE
Registration Number:	2957515	SEERISK
Serial Number:	76332646	WEBANALYST

CORRESPONDENCE DATA

900093707

**TRADEMARK
 REEL: 003674 FRAME: 0516**

CH \$315.00 2816322

Fax Number: (937)445-3187
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 937-445-2904
Email: Karen.Chuna@Teradata.com
Correspondent Name: Karen Chuna
Address Line 1: 2835 Miami Village Drive
Address Line 2: TDHQ-2
Address Line 4: Miamisburg, OHIO 45342

NAME OF SUBMITTER:	Karen Chuna
Signature:	/Karen Chuna/
Date:	12/08/2007

Total Attachments: 9
source=Teradata Trademark Assignment#page1.tif
source=Teradata Trademark Assignment#page2.tif
source=Teradata Trademark Assignment#page3.tif
source=Teradata Trademark Assignment#page4.tif
source=Teradata Trademark Assignment#page5.tif
source=Teradata Trademark Assignment#page6.tif
source=Teradata Trademark Assignment#page7.tif
source=Teradata Trademark Assignment#page8.tif
source=Teradata Trademark Assignment#page9.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment") is effective as of September 24, 2007 (the "Effective Date") by and between NCR Corporation, a Maryland corporation, having a principal place of business at 1700 S. Patterson Blvd., Dayton, Ohio 45479 (the "Assignor"), and Teradata US, Inc., a Delaware corporation, having a principal place of business at 1700 S. Patterson Blvd., Dayton, Ohio 45479 (the "Assignee").

RECITALS

WHEREAS, the Board of Directors of the Assignor has determined that it is in the best interests of Assignor and its shareholders to separate Assignor's existing businesses into two independent businesses;

WHEREAS, the Assignor currently owns and/or controls the United States Trademarks listed in Schedule 1 and United States Trademark Applications listed in Schedule 2, together with related or counterpart trademarks and trademark applications outside the United States; common law trademarks listed in Schedule 3; and common law trade dress listed in Schedule 4 (collectively, the "Transferred Trademark Rights");

WHEREAS, in furtherance of the foregoing, Assignor desires to transfer, assign, convey, deliver, and vest all of its interests and rights in and to the Transferred Trademark Rights to Assignee for all countries, jurisdictions, and political entities of the world;

WHEREAS, Assignor and Teradata Corporation are executing a Separation and Distribution Agreement (the "Separation Agreement"), to which this Trademark Assignment is an Ancillary Agreement, and except as otherwise expressly provided herein, all capitalized terms used herein have the meanings assigned to them in the Separation Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignor, on behalf of itself and its Subsidiaries, as of the Effective Date, hereby transfers, assigns, conveys, delivers, and vests all of its interests and rights in and to the Transferred Trademark Rights, including the right to sue for past infringements, to Assignee, its successors and assigns, for all countries, jurisdictions, and political entities of the world.

Assignor hereby agrees, at the reasonable request and expense of Assignee and without demanding any further consideration therefor, to do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Transferred Trademark Rights. Assignor shall only be required to comply with any request from Assignee to the extent that the information is within the control of

Assignor or readily obtainable by Assignor, and it is not unduly burdensome for Assignor to comply with the request.

Assignor hereby agrees to execute and deliver to Assignee, within ten (10) business days of the Effective Date, the Assignment of Trademark Rights substantially in the form set forth in Schedule 5 attached hereto and incorporated herein by reference.

Assignor and Assignee agree to cooperate in good faith to identify any trademark, trademark application, common law trademark, or common law trade dress right that through mutual mistake was omitted from or included on any of Schedules 1-4, and the responsible party hereby agrees to execute and deliver to the other party, within thirty (30) business days after mutual agreement to such mistake, an Assignment of Trademark Rights substantially in the form set forth in Schedule 5.

The terms and conditions of this Trademark Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be executed by their respective duly authorized officers or representatives.

NCR Corporation

By: William Nuti

Name: William Nuti

Title: President and Chief Executive Officer

Sept. 24, 2007

Teradata US, Inc.

By: Michael F. Kubler

Name:

Title:

Sept. 24, 2007

Schedule 1

List of U.S. Trademarks

UNITED STATES TRADEMARK REGISTRATIONS:

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>
TERADATA	1461689	October 20, 1987
META WAREHOUSE	2146157	March 24, 1998
SEECHAIN	2453923	May 22, 2001
SEECOMMERCE	2484616	September 4, 2001
DECISIONPOINT	2493246	September 25, 2001
EYE LOGO DESIGN	2569690	May 14, 2002
DECISIONFLOW	2632467	October 8, 2002
MYCOMMERCE	2780053	November 4, 2003
DECISIONCAST	2792496	December 9, 2003
YOU'VE NEVER SEEN YOUR BUSINESS LIKE THIS BEFORE	2816322	February 24, 2004
INFOWISE	2857883	June 29, 2004
SEERISK	2957515	May 31, 2005

Schedule 2

List of U.S. Trademark Applications

UNITED STATES TRADEMARK APPLICATIONS:

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>DATE FILED</u>
WEBANALYST	76/332646	October 31, 2001
TERADATA SOURCE EXPERTS	77/109366	February 16, 2007
TERADATA DECISION EXPERTS	77/109353	February 16, 2007

Schedule 3

List of Common Law Trademarks

BYNET

DBC/1012

TRADEMARK

REEL: 003674 FRAME: 0523

Schedule 4

List of Common Law Trade Dress

None identified

In consideration of the sum of One Dollar (\$1.00) and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NCR Corporation having its principal offices at 1700 S. Patterson Blvd., Dayton, OH 45479, ("Assignor"), does hereby sell, assign, transfer and convey unto, Teradata US, Inc., a Delaware Corporation, with an address at 1700 S. Patterson Blvd., Dayton, Ohio 45479 ("Assignee"), all right, title and interest in and to the trademark applications and trademarks listed below, and any registrations resulting from any trademark applications listed below (collectively "Trademark Rights").

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights:

- (i) in and to causes of action and enforcement rights for the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Trademark Rights, and
- (ii) to apply in any or all countries of the world for trademark registration, or other governmental grants for the Trademark Rights, including without limitation under the Paris Convention, the Trademark Law Treaty, the Madrid Protocol, or any other convention, treaty, agreement or understanding.

Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to register any and all trademarks which may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF this Assignment of Trademark Rights is executed at Dayton, Ohio on September 24, 2007 2007.

ASSIGNOR: NCR Corporation

By: *Douglas S. Foote*
Name: Douglas S. Foote
Title: Law Vice President

STATE OF OHIO)
COUNTY OF MONTGOMERY)

On September 24, 2007 before me, Shirley A. Byrd, Notary Public in and for said State, personally appeared Douglas S. Foote, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Shirley A. Byrd (Seal)

SHIRLEY A. BYRD, Notary Public
In and for the State of Ohio
My Commission Expires October 6, 2007

ASSIGNEE: Teradata US, Inc.

By: Laura K Nyquist
Name: Laura K. Nyquist
Title: Director

STATE OF OHIO)
COUNTY OF MONTGOMERY)

On September 24, 2007, before me, Shirley A. Byrd, Notary Public in and for said State, personally appeared Laura K. Nyquist, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Shirley A. Byrd (Seal)

SHIRLEY A. BYRD, Notary Public
In and for the State of Ohio
My Commission Expires October 6, 2007