

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acxiom Corporation		01/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Acxiom Information Security Services, Inc.		
Street Address:	601 E. Third St.		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72201		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3966358	TRUSST	
Registration Number:	3877870	ACXIOM I-CHECK	
Registration Number:	3617689	BACKGROUND UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3126165600		
Email:	trademark@leydig.com		
Correspondent Name:	Mark J. Liss		
Address Line 1:	Two Prudential Plaza 180 N. Stetson Ave.		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60614		
ATTORNEY DOCKET NUMBER:	277543		
NAME OF SUBMITTER:	Mark J. Liss		
SIGNATURE:	/Mark J. Liss/		
DATE SIGNED:	04/29/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of the 1st day of February, 2012 (the "Effective Date"), from Axiom Corporation, a Delaware corporation ("Assignor"), to Acxiom Information Security Services, Inc., an Arkansas corporation ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, Assignor has adopted, used, and is using marks registered in the United States Patent and Trademark Office as the following ("the Marks"):

<u>Mark</u>	<u>Reg. No.</u>
TRUSST	3,966,358
ACXIOM I-CHECK	3,877,870
BACKGROUND UNIVERSITY	3,617,689

WHEREAS, Assignor and Sterling Infosystems, Inc., a Delaware corporation ("Sterling"), have entered into that certain Stock Purchase Agreement dated December 2, 2011 (the "Purchase Agreement"), pursuant to which Sterling has agreed, subject to the terms and conditions set forth therein, to purchase 100% of the issued and outstanding capital stock of Assignee from Assignor;

WHEREAS, in connection with the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, Assignor's rights in the Marks and the registrations therefor;

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

1. The recitals to this Agreement are adopted as substantive provisions.
2. Subject to Assignor's ownership of, and Assignee's limited rights with respect to, the ACXIOM trademark as set forth in Section 6.11(a) of the Purchase Agreement, Assignor hereby irrevocably assigns to Assignee (i) all right, title, and interest in and to the Marks and to the registrations therefor, including, without limitation, any and all common law rights, together with the goodwill of the business symbolized by the Marks; (ii) the right to bring any cause of action and recover damages and other remedies in respect of any past, current, or future infringement of, or other violation of the rights, related to or arising from the Marks; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.
3. Assignor agrees to cooperate with Assignee in all matters related to the protection, registration, and enforcement of the Marks, including, without limitation, executing all necessary

or desirable documents and oaths necessary to effectuate or record this assignment and providing testimony and information regarding all prior use of the Marks.

4. Assignor agrees not to use (and to terminate and discontinue all use of) the Marks and any trademarks confusingly similar thereto, and further agrees not to use the Marks in any domain name, domain name registration, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity owned or controlled by Assignor; provided, however, that notwithstanding any provision herein to the contrary, Assignee acknowledges and agrees that Assignor shall retain all right, title, and interest in and to the ACXIOM trademark, and that Assignee's use of the ACXIOM trademark, including without limitation as part of any of the Marks, is limited as set forth in Section 6.11(a) of the Purchase Agreement. Assignee further agrees that, promptly upon Closing, it shall file in the United States Patent and Trademark Office ("USPTO") a request to amend each of the registrations for the Marks that contain the term "ACXIOM" to remove such term from the registration, or, if Assignee prefers or if the request to amend any of such registrations is denied, Assignee shall file in the USPTO an application to surrender such registrations for cancellation. Provided Assignee has complied with the immediately preceding sentence, Assignor further agrees: (i) not to oppose or seek to cancel any applications or registrations in the future for Assignee's "I-CHECK," and (ii) to provide, at Assignee's expense, reasonable assistance to Assignee as may be necessary to permit the registration of "I-CHECK."

5. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in and to the Marks.

6. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors, and assigns.

7. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors, and assigns any rights or remedies hereunder.

8. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

ASSIGNOR:

ACXIOM CORPORATION

By: 

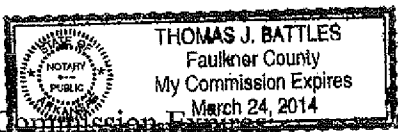
Name: Jerry C. Jones

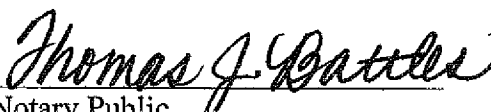
Title: Senior Vice President and Chief Legal Officer

STATE OF ARKANSAS

COUNTY OF ~~PULASKI~~ *FAULKNER*

SUBSCRIBED AND SWORN TO before me, a notary public, this 31st day of January, 2012.




Notary Public

My Commission Expires

3-24-2014

ASSIGNEE:

ACXIOM INFORMATION SECURITY SERVICES, INC.

By: 

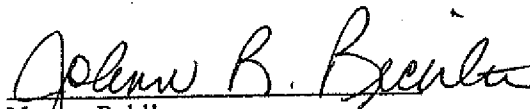
Name: Jerry C. Jones

Title: Senior Vice President and Chief Legal Officer

STATE OF Arkansas

COUNTY OF Pulaski

SUBSCRIBED AND SWORN TO before me, a notary public, this 30 day of January, 2012.


Notary Public

My Commission Expires:

09/15/2015

