

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3011666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VIVEK PALAN	09/03/2014
BRIAN KILLEN	11/24/2010
LIK MUI	09/04/2014
NOEL BRADLEY MCMICHAEL	09/04/2014
FRANK LEDO	09/01/2014
PAUL OWEN	09/03/2014
RECEIVING PARTY DATA	
Name:	ACXIOM CORPORATION
Street Address:	601 E. 3RD ST.
City:	LITTLE ROCK
State/Country:	ARKANSAS
Postal Code:	72201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14479022
CORRESPONDENCE DATA	
Fax Number:	(501)376-9442
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(501) 371-0808
Email:	jdougherty@wlj.com
Correspondent Name:	J. CHARLES DOUGHERTY
Address Line 1:	200 W. CAPITOL AVE., SUITE 2300
Address Line 4:	LITTLE ROCK, ARKANSAS 72201
NAME OF SUBMITTER:	J. CHARLES DOUGHERTY
SIGNATURE:	/chuck dougherty/
DATE SIGNED:	09/05/2014
Total Attachments: 13	
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PATENT

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DECLARATION AND ASSIGNMENT

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, as follows:

Title: Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models

Inventors: Vivek Palan
Brian Frederick Killen
Lik Mui
Noel Bradley McMichael
Frank Ledo
Paul Owen

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, I, Vivek Palan, of San Francisco, CA ("Assignor"), together with Brian Frederick Killen, of New York, NY; Lik Mui, of Hayward, CA; Noel Bradley McMichael, of San Francisco, CA; Frank Ledo, of Berkeley, CA; and Paul Owen, of Bend, OR, have invented certain new and useful improvements in an invention entitled "Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models," set forth in a United States patent application with that same title and being filed herewith;

WHEREAS, Axiom Corporation, a Delaware corporation, having an office and place of business at 601 E. Third St., Little Rock, AR 72201 ("Assignee") is desirous of acquiring the entire right, title and interest in said invention, in said applications, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned invention, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, including all rights to claim priority, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or re-examinations of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit, and the use and benefit of its successors, legal representatives and assigns, to the full

end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

And for the same consideration, Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be entered into which would conflict with this assignment.

And for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, but at the cost and expense of Assignee, its successors, legal representatives and assigns.

SIGNED this 3rd day of September, 2014.

Vivek Palan
Vivek Palan

ACKNOWLEDGMENT

STATE OF CA)
COUNTY OF San Francisco)ss

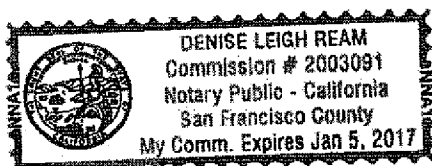
On this 3rd day of Sept., in the year 2014, before me, Denise Leigh Ream, a Notary Public in and for the State of CA, personally appeared Vivek Palan, personally known to me/or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Denise Leigh Ream
Notary Public

My commission expires:

1-5-2017



**Acxiom Corporation
Associate Agreement**

This agreement ("Agreement") is entered into on 11/24, 2010, between Acxiom Corporation ("Acxiom") and Brian Kitten ("Associate" or "you").

1. Acxiom agrees to employ you as an associate upon the terms and conditions set forth in this Agreement, and you agree to accept employment upon these terms and conditions.
 2. You acknowledge that you have made full and truthful disclosure of your personal and work history, including qualifications, skills, history, education, training, and background prior to employment with Acxiom.
 3. You acknowledge that your employment with Acxiom is contingent upon your passing a drug screening test and criminal background screen.
 4. You agree that nothing contained in this Agreement constitutes a contract of employment with Acxiom, and you acknowledge that your employment is "at will" and may be terminated at any time for any reason by you or by Acxiom, provided that there is no violation of any state or federal law.
 5. You acknowledge that this Agreement constitutes the entire agreement between Acxiom and you and supersedes any prior negotiations or understandings between Acxiom and you relating to your employment. You have read and understand the terms of this Agreement and are not relying on any other terms or representations except those contained in this Agreement.
 6. You agree and consent to the production of this document by Acxiom to third parties as required to effectuate enforcement or notify others, including, but not limited to, future employers, of your obligations hereunder.
 7. You acknowledge that, as a result of your employment, you will be exposed to highly sophisticated computer systems, new product releases and databases of proprietary information. You acknowledge that you will be provided special training at Acxiom's expense and will be made aware of trade secrets and confidential information relating to both Acxiom's business and its customers' business. You agree that all information obtained by you during your employment relating to the business of Acxiom, its customers or its associates is strictly confidential and proprietary in nature. Throughout your employment, you agree not to use in any manner unrelated to your duties at Acxiom or to disclose to anyone other than an authorized Acxiom representative:
 - (i) any information as to business methods, business policies, systems, documentation, computer programs, research or development projects, trade secrets or inventions of Acxiom or its customers;
 - (ii) any names and addresses of customers, customer lists, or any other data relating to past, present or prospective customers of Acxiom or its customers; or
 - (iii) any other information relating to the business operations of Acxiom, its customers or its associates.
- This information may be contained in various media including, without limitation, applications, computer programs, manuals, technical specifications, electronically or in hard copy format. It shall not be a breach of this provision if such information: (i) is or becomes generally known to and available for use by the public other than as a result of your fault; (ii) is independently developed by you without use or reference to any confidential information described herein; or (iii) is required by law to be disclosed by you. Additionally, you agree that at all times after your employment not to use or disclose Acxiom's trade secrets.
8. While employed by Acxiom, you agree that you will not engage in any business which competes with Acxiom. At the end of your employment for whatever reason, you agree to deliver to Acxiom all Acxiom property, equipment, records, lists of names or other Acxiom or customer data, and any other Acxiom articles or papers, in whatever media or however maintained or preserved, which you possess by reason of your employment. You agree that you will not retain copies of any of these items. You further agree that you will not retain or use for your account at any time any trade name, trademark or other proprietary business designation used or owned in connection with the business of Acxiom or its affiliates.
 9. a) You agree that upon termination of your employment, for whatever reason, you will not use trade secrets of Acxiom to compete against Acxiom and that, to that end, you will not use Acxiom trade secrets to solicit any existing or prospective customers you serviced, or whose identity you learned during your employment with Acxiom, to divert, transfer or otherwise take away business or prospective business from Acxiom. Additionally, you agree not to accept any employment or enter into any other business relationship with any company that provides services to Acxiom customers without first advising the prospective employer or other entity of your obligations concerning Acxiom's trade secret

acknowledge that the purpose of this paragraph is to protect Acxdom's legitimate business interests and market advantages from unfair competition by you and not to interfere with ordinary competition or to deprive you of a livelihood. In view of the nature of the business in which Acxdom is engaged and in light of the special training, disclosure of trade secrets, confidential business information, and customer data Acxdom will provide to you, you agree that the restrictions in this paragraph are reasonable and necessary in order to protect Acxdom's legitimate business interests. The existence of any other claim by you against Acxdom, whether based on this Agreement or otherwise, will not constitute a defense to Acxdom's enforcement of this paragraph.

- b) The parties intend that each covenant contained in this section will be construed as a separate covenant, one for each state of the United States, each county of each state of the United States, and each foreign jurisdiction in which Acxdom does business or is preparing to do business. Except for geographic coverage, each such separate covenant will be deemed identical to the other. If, in any judicial proceeding, a court refuses to enforce any covenant (or any part thereof), then such unenforceable covenant (or such part) will be deemed eliminated from this Agreement for the purpose of those proceedings. In the event that the provisions of this section should ever be deemed to exceed the time or geographic limitations, or the scope of this covenant is ever deemed to exceed that which is permitted by applicable law, then such provisions will be reformed to the maximum time, geographic limitations or scope, as the case may be, permitted by applicable law. The unenforceability of any covenant in this section will not preclude the enforcement of any other covenants or provisions of any other obligation of you or Acxdom hereunder.
10. For the one (1) year period from the date of termination, you will not directly or indirectly: (a) solicit or hire any employee of Acxdom or its affiliates; (b) induce any employee of Acxdom or its affiliates to engage in any activity competitive with the business of Acxdom; or (c) induce any employee of Acxdom or its affiliates to terminate his or her employment with Acxdom.
11. You agree that any money you may owe Acxdom for travel advances, personal computer equipment, any other loans or advances or any other money must be repaid in full prior to or upon your termination of employment. Upon your leaving Acxdom's employ for whatever reason, you agree that Acxdom may withhold from your final paychecks, including any compensation for accrued vacation or bonus checks, amounts sufficient to repay any indebtedness to Acxdom.
12. You agree that any inventions you conceive of, develop and/or reduce to practice, and any copyrightable works you develop, during and in connection with your employment with Acxdom, whether during working hours or at any other time, will be the exclusive property of Acxdom. In particular, you agree that all such copyrightable works shall be deemed to be works made for hire under the Copyright Law, and in the event that any such copyrightable works may be held to be something other than works made for hire, you agree that this Agreement is and shall be deemed to be a sufficient assignment of your entire right and interest in those copyrightable works to Acxdom. Your signature to this agreement shall also function as the assignment to Acxdom of any other inventions, patentable works, or other items conceived of/developed and/or reduced to practice during the term of your employment with Acxdom or thereafter as specified in this Agreement.

You agree to keep Acxdom informed of all such inventions and copyrightable works and to do whatever is in Acxdom's judgment reasonably necessary to ensure that Acxdom is their owner. You agree that you are not entitled to any special payment for the conception, development, and/or reduction to practice of such inventions or the development of such copyrightable works, since your employment and continued employment by Acxdom constitutes full and fair payment for your efforts and full and fair compensation for any assignment to Acxdom of any rights you may have in such inventions and copyrightable works.

Further, you agree, without further consideration, to disclose immediately to Acxdom each and every invention and/or improvement that you make or conceive, either solely or jointly with others within one (1) year after termination of employment for any reason from Acxdom if and to the extent the invention and/or improvement results from work for Acxdom, any use of Acxdom's premises or property or any use of Acxdom's confidential information specified in section 7.

Nothing in this section shall extend to the inventions or copyrightable works conceived, developed and/or reduced to practice i) on your own time; ii) with your own equipment, supplies, facilities and trade secret information; iii) unrelated to the business of Acxdom or anticipated research or development by Acxdom; and iv) without a request from Acxdom to engage in such activities.

13. This Agreement will be binding upon and will operate for the benefit of the parties and their respective assigns, executors, administrators, and successors.
14. This Agreement will be construed and enforced under Arkansas law.
15. If any provision of this Agreement or the application of any such provision to any party or circumstances will be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those to which it is so determined to be invalid and unenforceable, will not be affected thereby, and each provision hereof will be validated and will be enforced to the fullest extent permitted by law.

unenforceable, will not be affected thereby, and each provision hereof will be validated and will be enforced to the fullest extent permitted by law.

16. You understand that you will have access to the Associate Support Book and agree to abide by the terms of the Associate Support Book, as may be revised from time to time, including but not limited to the policies on: Equal Employment Opportunity and Anti Harassment; Drug Free Workplace; Conflicts of Interest; Confidentiality; Associate Standards of Conduct; Competitive Information; Stock Trades by Associates; Electronic Communications and On Line Systems; Computer Software and Security; Acxiom Safety Policy; Workplace Security; and Workplace Violence.
17. You represent that you are not bound by any fact or agreement with any third party which would or might preclude you from working for Acxiom and you represent that, to the extent that there exists any such agreement, you will present it promptly to Acxiom for review. You acknowledge that Acxiom expects you to: a) respect and safeguard the trade secrets and confidential information ("Restricted Information") of your former employers; and b) abide by any applicable terms of a former employer's Restricted Information policies or agreements in effect. You agree you will not disclose to Acxiom or use in Acxiom business any Restricted Information or material of a former employer unless such information is no longer confidential or written consent of such former employer has been obtained for such use. If Acxiom inadvertently requests information from you that would require a disclosure of Restricted Information, you must immediately advise your leader of this fact and not use or disclose the Restricted Information. If you receive what you believe to be Restricted Information from another associate concerning the associate's former employer, you must immediately advise your leader or Acxiom in house counsel of that fact and not use or disclose the potential Restricted Information unless and until you receive approval to do so.
18. You understand and agree that this Agreement is executed by Acxiom on its own behalf and on behalf of each of its subsidiaries and affiliates, that your obligations under this Agreement shall apply equally to each of Acxiom's subsidiaries and affiliates and that such subsidiaries and affiliates may enforce this Agreement in their own names as if they were parties to this Agreement.

ASSOCIATE

Brian Killew
Name (Type or Print)

[Handwritten Signature]
Signature

[Redacted]
Social Security Number

ACXIOM CORPORATION

Cindy Childers
Name (Type or Print)

[Handwritten Signature]
Signature

Senior Vice President of Human Resources
Job Role

DECLARATION AND ASSIGNMENT

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, as follows:

Title: Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models

Inventors: Vivek Palan
Brian Frederick Killen
Lik Mui
Noel Bradley McMichael
Frank Ledo
Paul Owen

The above-identified application was made or authorized to be made by me.

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I have reviewed and understand the contents of the above-identified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations §1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, I, Lik Mui, of Hayward, CA ("Assignor"), together with Vivek Palan, of San Francisco, CA; Brian Frederick Killen, of New York, NY; Noel Bradley McMichael, of San Francisco, CA; Frank Ledo, of Berkeley, CA; and Paul Owen, of Bend, OR, have invented certain new and useful improvements in an invention entitled "Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models," set forth in a United States patent application with that same title and being filed herewith;

WHEREAS, Axiom Corporation, a Delaware corporation, having an office and place of business at 601 E. Third St., Little Rock, AR 72201 ("Assignee") is desirous of acquiring the entire right, title and interest in said invention, in said applications, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

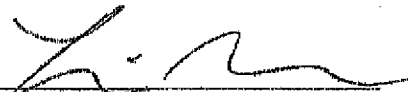
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned invention, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, including all rights to claim priority, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or re-examinations of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit, and the use and benefit of its successors, legal representatives and assigns, to the full

end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

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And for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, but at the cost and expense of Assignee, its successors, legal representatives and assigns.

SIGNED this 4 day of September, 2014.



Lik Mui

ACKNOWLEDGMENT

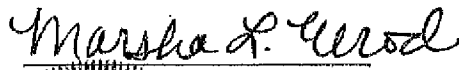
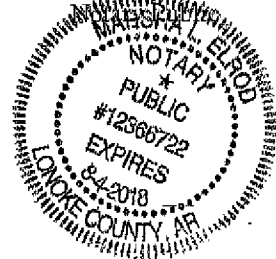
STATE OF Arkansas)
)ss
COUNTY OF Polaski)

On this 4 day of Sept, in the year 2014, before me, Marsha L. Elrod, a Notary Public in and for the State of Arkansas personally appeared Lik Mui, personally known to me/or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My commission expires:

8/4/2018

DECLARATION AND ASSIGNMENT

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, as follows:

Title: Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models

Inventors: Vivek Palan
Brian Frederick Killen
Lik Mui
Noel Bradley McMichael
Frank Ledo
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I have reviewed and understand the contents of the above-identified application, including the claims.

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I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, I, Noel Bradley McMichael, of San Francisco, CA ("Assignor"), together with Vivek Palan, of San Francisco, CA; Brian Frederick Killen, of New York, NY; Lik Mui, of Hayward, CA; Frank Ledo, of Berkeley, CA; and Paul Owen, of Bend, OR, have invented certain new and useful improvements in an invention entitled "Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models," set forth in a United States patent application with that same title and being filed herewith;

WHEREAS, Axiom Corporation, a Delaware corporation, having an office and place of business at 601 E. Third St., Little Rock, AR 72201 ("Assignee") is desirous of acquiring the entire right, title and interest in said invention, in said applications, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned invention, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, including all rights to claim priority, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or re-examinations of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit, and the use and benefit of its successors, legal representatives and assigns, to the full

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WHEREAS, I, Frank Ledo, of Berkeley, CA ("Assignor"), together with Vivek Palan, of San Francisco, CA; Brian Frederick Killen, of New York, NY; Lik Mui, of Hayward, CA; Noel Bradley McMichael, of San Francisco, CA; and Paul Owen, of Bend, OR, have invented certain new and useful improvements in an invention entitled "Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models," set forth in a United States patent application with that same title and being filed herewith;

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WHEREAS, I, Paul Owen, of Bend, OR ("Assignor"), together with Vivek Palan, of San Francisco, CA; Brian Frederick Killen, of New York, NY; Lik Mui, of Hayward, CA; Noel Bradley McMichael, of San Francisco, CA; and Frank Ledo, of Berkeley, CA, have invented certain new and useful improvements in an invention entitled "Method for Analyzing Website Visitors Using Anonymized Behavioral Prediction Models," set forth in a United States patent application with that same title and being filed herewith;

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned invention, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, including all rights to claim priority, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or re-examinations of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit, and the use and benefit of its successors, legal representatives and assigns, to the full

