

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-A/A
AMENDMENT NO. 2**

**For Registration of Certain Classes of Securities
Pursuant to Section 12(b) or (g) of the
Securities Exchange Act of 1934**

ACXIOM CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation or organization)

71-0581897
(I.R.S. Employer Identification No.)

1 Information Way, Little Rock, Arkansas 72203
(Address of principal executive offices) (Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

**Title of each class
to be so registered**

**Name of each exchange on which
each class is to be registered**

None

None

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box. []

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), please check the following box. [X]

Securities Act registration statement file number to which this form relates (if applicable):

000-31953

Securities to be registered pursuant to Section 12(g) of the Act:

Preferred Stock Purchase Rights
(Title of class)

INFORMATION REQUIRED IN REGISTRATION STATEMENT

The registrant hereby amends the following Items and Exhibits of its Registration Statement on Form 8-A filed on January 29, 1998, as amended by Amendment No. 1 to its Registration Statement on Form 8-A filed on June 4, 1998 (as so amended, the “**Amended Form 8-A**”), to reflect an amendment to the registrant’s Rights Agreement dated as of January 28, 1998, as amended by Amendment No. 1, dated May 26, 1998, by and between the registrant and Computershare Trust Company, N.A. (f/k/a First Chicago Trust Company of New York), as Rights Agent. Capitalized terms used but not defined in this Amendment No. 2 to the Registration Statement on Form 8-A shall have the meanings ascribed to them in the Amended Form 8-A.

Item 1. Description of Registrant’s Securities to be Registered

Item 1 of the Amended Form 8-A is hereby amended to add the following:

On May 16, 2007, the Company and the Rights Agent entered into Amendment No. 2 (the “**Second Amendment**”) to the Rights Agreement by and between the Company and the Rights Agent, dated as of January 28, 1998 (the “**Rights Agreement**”), as amended by Amendment No. 1 to the Rights Agreement (the “**First Amendment**”), by and between the Company and the Rights Agent, dated as of May 26, 2007, in connection with the Company’s proposed entry into a Merger Agreement (as it may be amended or supplemented from time to time, the “**Merger Agreement**”) by and among the Company, Axio Holdings LLC, a Delaware limited liability company (“Newco”) and Axio Acquisition Corp., a Delaware corporation. The effect of the Second Amendment is to provide that (i) neither Newco, Axio Acquisition Corp. nor any of their respective Affiliates, Associates, members or stockholders (as each such term is defined in the Amended Rights Agreement), either individually, collectively or in any combination, shall be deemed to be an “Acquiring Person” for purposes of the Rights Agreement by virtue of or as a result of (A) the approval, adoption, execution, delivery or performance of the Merger Agreement, (B) the public or other announcement of the Merger Agreement or the transactions contemplated thereby, (C) the consummation of the Merger pursuant to the Merger Agreement or (D) the consummation of any other transactions contemplated in the Merger Agreement.

The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, the First Amendment and the Second Amendment, which are filed as Exhibits 4.2, Exhibit 4.3 and Exhibit 4.4 hereto, respectively, and incorporated by reference in their entirety herein.

Item 2. Exhibits

The following exhibits are filed as part of this registration statement:

- 3.1(1) Amended and Restated Certificate of Incorporation of Registrant dated July 24, 1998.
 - 3.3(2) Bylaws of Registrant.
 - 4.1(3) Stock Specimen of the Registrant.
 - 4.2(4) Rights Agreement by and between the Registrant and Computershare Trust Company, N.A. (f/k/a First Chicago Trust Company of New York), dated as of January 28, 1998.
 - 4.3(5) Amendment No.1 to the Rights Agreement by and between the Registrant and Computershare Trust Company, N.A. (f/k/a First Chicago Trust Company of New York), dated as of May 26, 1998.
 - 4.4(6) Amendment No. 2 to the Rights Agreement by and between the Registrant and Computershare Trust Company, N.A. (f/k/a First Chicago Trust Company of New York), dated as of May 16, 2007.
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- (1) Incorporated by reference to Exhibit 3.(I) to the registrant's Quarterly Report on Form 10-Q for the period ended June 30, 1996 (File No. 000-13163), filed August 13, 1996.
 - (2) Incorporated by reference to Exhibit 3.1 to registrant's Current Report on Form 8-K (File No. 000-13163), filed on March 28, 2007.
 - (3) Incorporated by reference to Exhibit 4.1 to the registrant's Registration Statement on Form S-4 (File No. 333-61639), filed August 17, 1998.
 - (4) Incorporated by reference to Exhibit (1) to the registrant's Registration Statement on Form 8-A (File No. 000-13163), filed January 28, 1998.
 - (5) Incorporated by reference to Exhibit 4.1 to the registrations Registration Statement on Form 8-A/A (File No. 000-13163), filed June 4, 1998.
 - (6) Filed herewith.

Signature

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

Dated: May 17, 2007

ACXIOM CORPORATION

By: /s/ Jerry C. Jones

Name: Jerry C. Jones
Title: Business Development/Legal Leader

AMENDMENT NO. 2 TO THE RIGHTS AGREEMENT

This Amendment No. 2 to the Rights Agreement (the "**Amendment**") is dated as of May 16, 2007 and amends that Right Agreement, dated as of January 28, 1998 and as amended on May 26, 1998, by and between Acxiom Corporation, a Delaware corporation (the "**Company**"), and Computershare Trust Company, N.A., a national banking association (successor to First Chicago Trust Company of New York) (the "Rights Agent" which term shall include any successor Rights Agent hereunder).

WHEREAS, the Company and Rights Agent entered into a Rights Agreement (the "**Rights Agreement**") dated as of January 28, 1998 (capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to them in the Rights Agreement), as amended on May 26, 1998; and

WHEREAS, the Company intends to enter into a Agreement and Plan of Merger (as it may be amended or supplemented from time to time) by and among Axio Holdings LLC, a Delaware limited liability company ("**Newco**"), the Company and Axio Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Newco (the "**Merger Agreement**"); and

WHEREAS, on May 16, 2007, the board of directors of the Company determined it is in the best interests of the Company and its stockholders to amend the Rights Agreement on the terms set forth herein; and

WHEREAS, in accordance with Section 5.4 of the Rights Agreement, the Company and the Rights Agent have agreed to amend the Rights Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein set forth, the parties hereby agree as follows:

1. Amendment of the Rights Agreement.

(a) Section 1.1 of the Rights Agreement is hereby amended by inserting the following sentence immediately after the last sentence in the definition of "Acquiring Person":

"Notwithstanding the foregoing, neither Newco, Bird Acquisition Corp., nor any of their respective Affiliates, Associates, members or stockholders, or general partners, limited partners, stockholders or members of such Affiliates, Associates, members or stockholders (the "Exempted Persons"), either individually, collectively or in any combination, shall be deemed to be an "Acquiring Person" for purposes of this Rights Agreement by virtue of or as a result of (A) the approval, adoption, execution, delivery or performance of the Merger Agreement, (B) the public or other announcement of the Merger Agreement or the transactions contemplated thereby, including without limitation, the Merger, (C) the consummation of the Merger pursuant to the Merger Agreement or (D) the consummation of any other transactions contemplated in the Merger Agreement (the transactions described in clauses (A), (B), (C) or (D), together with any related

transactions, the "Exempted Transactions"), it being the express intent and purpose of the Company in adopting this amendment to the Agreement that neither the execution of the Merger Agreement by any of the parties nor the consummation of the transactions contemplated thereby shall in any respect give rise to any provision of the Agreement becoming effective. "Merger" shall have the meaning set forth in the Merger Agreement and "Merger Agreement" shall mean the Agreement and Plan of Merger, dated as of May 16, 2007 by and among the Company, Newco and Axio Acquisition Corp., a Delaware corporation, as it may be amended or supplemented from time to time."

(b) Section 1.1 of the Rights Agreement is hereby amended by inserting the following sentence immediately after the last sentence in the definition of "Beneficial Owner," and to have "Beneficial Ownership" of, and to "Beneficially Own":

"Notwithstanding anything in this Section 1.1 or otherwise in this Agreement to the contrary, none of the Exempted Persons, either individually, collectively or in any combination, shall be deemed to be a "Beneficial Owner" of, to have "Beneficial Ownership" of or to "Beneficially Own" any securities beneficially owned by any other Exempted Persons by virtue of or as a result of any Exempted Transaction."

(c) Section 1.1 of the Rights Agreement is hereby amended by inserting the following sentence immediately after the last sentence in the definition of "Stock Acquisition Date":

"Notwithstanding anything in this Section 1.1 to the contrary, a Stock Acquisition Date shall not be deemed to have occurred by virtue of or as a result of any Exempted Transaction."

(d) Section 1.1 of the Rights Agreement is hereby amended by replacing the definition of "Expiration Time" with the following:

"'Expiration Time' shall mean the earliest of (i) the Exchange Time, (ii) the Redemption Time (as hereinafter defined), (iii) the close of business on the tenth-year anniversary of the Record Time, (iv) immediately prior to the Effective Time as defined in the Merger Agreement and (v) upon the merger of the Company into another corporation pursuant to an agreement entered into when there is no Acquiring Person."

2. No Other Amendment; Effect of Amendment. Except as and to the extent expressly modified by this Amendment, the Rights Agreement and the exhibits thereto shall remain in full force and effect in all respects without any modification. By executing this Amendment below, the Company certifies that this Amendment has been executed and delivered in compliance with the terms of Section 5.4 of the Rights Agreement. This Amendment shall be deemed an amendment to the Rights Agreement and shall become effective and shall be deemed to be in force and effect immediately prior to the execution of the Merger Agreement. In the event of a conflict or inconsistency between this Amendment and the Rights Agreement and the exhibits thereto, the provisions of this Amendment shall govern.

3. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

4. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Miscellaneous. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State. If any term or provision of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms and provisions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Signature Page to Follow]

“COMPANY”

ACXIOM CORPORATION

By: /s/ Jerry C. Jones

Name: Jerry C. Jones

Title: Business Development/Legal Leader

“RIGHTS AGENT”

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Stephen Cesso

Name: Stephen Cesso

Title: U.S. General Counsel/Secretary