

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>INSUREON HOLDINGS, LLC</td><td>04/02/2014</td></tr><tr><td>BIN INSURANCE HOLDINGS, LLC</td><td>04/02/2014</td></tr><tr><td>BIN IP HOLDINGS, LLC</td><td>04/02/2014</td></tr><tr><td>INSURANCENOODLE, LLC</td><td>04/02/2014</td></tr></tbody></table>	Name	Execution Date	INSUREON HOLDINGS, LLC	04/02/2014	BIN INSURANCE HOLDINGS, LLC	04/02/2014	BIN IP HOLDINGS, LLC	04/02/2014	INSURANCENOODLE, LLC	04/02/2014	
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INSUREON HOLDINGS, LLC	04/02/2014										
BIN INSURANCE HOLDINGS, LLC	04/02/2014										
BIN IP HOLDINGS, LLC	04/02/2014										
INSURANCENOODLE, LLC	04/02/2014										
RECEIVING PARTY DATA											
Name:	WEBSTER BANK, NATIONAL ASSOCIATION										
Street Address:	80 ELM STREET										
City:	NEW HAVEN										
State/Country:	CONNECTICUT										
Postal Code:	06510										
PROPERTY NUMBERS Total: 2											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Patent Number:</td><td>7904532</td></tr><tr><td>Patent Number:</td><td>7203734</td></tr></tbody></table>	Property Type	Number	Patent Number:	7904532	Patent Number:	7203734					
Property Type	Number										
Patent Number:	7904532										
Patent Number:	7203734										
CORRESPONDENCE DATA											
Fax Number:	(305)961-5812										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Phone:	3055790812										
Email:	mrv@gtlaw.com										
Correspondent Name:	GREENBERG TRAUIG ATN: MANUEL VALCARCEL										
Address Line 1:	333 S.E. 2ND AVENUE, SUITE 4400										
Address Line 4:	MIAMI, FLORIDA 33131										
ATTORNEY DOCKET NUMBER:	127185.011200										
NAME OF SUBMITTER:	MANUEL VALCARCEL, ESQ.										
SIGNATURE:	/Manuel Valcarcel/										
DATE SIGNED:	04/04/2014										
Total Attachments: 6											
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 2nd day of April, 2014, among INSUREON HOLDINGS, LLC, a Delaware limited liability company ("Insureon"), BIN INSURANCE HOLDINGS, LLC, a Delaware limited liability company ("Bin"), BIN IP HOLDINGS, LLC, a Delaware limited liability company ("Bin IP"), INSURANCENOODLE, LLC, a Delaware limited liability company ("Noodle") (collectively, jointly and severally, "Grantors," and each individually "Grantor"), and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

RECITALS:

WHEREAS, pursuant to the terms of that certain Credit and Security Agreement, dated as of March 28, 2014, among Insureon, Bin, Bin IP, and Lender, as supplemented by a certain Joinder Agreement of even date herewith, pursuant to which Noodle joined as a "Borrower" under the Credit and Security Agreement and the other Loan Documents (subject to the terms of the Joinder Agreement) (the "Credit Agreement"), the Lender has agreed to make certain financial accommodations available to the Grantors pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantors have granted to the Lender a security interest in, inter alia, the Patents, and have agreed to, inter alia, execute, file and refile such other documents, in such offices, as Lender may reasonably deem necessary or appropriate, wherever required or permitted by law, in order to perfect and preserve the rights and interests granted to Lender in the Patents;

WHEREAS, in connection therewith, the Grantors wish to execute and file this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Incorporation. The Recitals set forth at the beginning of this Patent Security Agreement and any schedules and exhibits attached hereto are hereby incorporated in and made a part of this Patent Security Agreement by this reference.

2. Grant of Security Interest in Patent Collateral. The Grantors hereby reconfirm the terms of the Credit Agreement. In addition to and not in limitation of the terms of the Credit Agreement, each Grantor further hereby grants to Lender a continuing security interest in and lien on all of such Grantor's right, title and interest in, to and under the following,

whether now owned or existing or hereafter acquired or arising (collectively, the "Patent Collateral"):

(i) all of such Grantor's Patents, which includes all patents issued or assigned to and all patent applications made by such Grantor, including, without limitation, the patents, patent applications and licenses listed on Schedule I hereto, along with any and all (a) inventions and improvements described and claimed therein, (b) reissues, divisions, continuations, extensions and continuations-in-part thereof, (c) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) rights to sue for past, present and future infringements thereof, and (e) any other rights corresponding thereto throughout the world; and

(ii) all trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing.

3. Security for Obligations. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency event involving any Grantor.

4. Credit Agreement. This Patent Security Agreement has been entered into in connection with the Credit Agreement, and the Grantors and the Lender hereby acknowledge and agree that the grant of security interest hereunder to Lender, and the rights and remedies of Lender with respect to the Patent Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any conflict between this Patent Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new Patents or renewal or extension of any Patent registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. Counterparts. This Patent Security Agreement may be executed in any number of

counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy or email shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement, provided, however, that the parties thereafter shall promptly deliver original signature pages one to the others (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy or email signature).

7. Recordation. The Grantors authorize and request that the Commissioner of Patents and any other applicable United States government officer record this Patent Security Agreement. Upon the termination of the Credit Agreement in accordance with its terms, Lender shall, at no cost to Lender, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien and security interest in the Patent Collateral thereunder and under this Patent Security Agreement, which instrument shall be prepared by Grantors.

8. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

INSUREON HOLDINGS, LLC

By: 

Name: Jared Kaplan

Title: Executive Vice President and CFO

BIN INSURANCE HOLDINGS, LLC

By: 

Name: Jared Kaplan

Title: Executive Vice President and CFO

BIN IP HOLDINGS, LLC

By: 

Name: Jared Kaplan

Title: Executive Vice President and CFO

INSURANCENOODLE, LLC

By: 

Name: Jared Kaplan

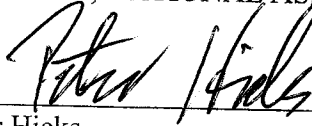
Title: Executive Vice President and CFO

[Signature page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____

A handwritten signature in black ink, appearing to read "Peter Hicks", is written over a horizontal line.

Name: Peter Hicks

Title: Vice President

[Signature page to Patent Security Agreement]

Schedule I

Patents

1) As to Noodle:

- a. Patent No. US 7,904,532 B2, filed May 15, 2006, date of patent March 8, 2011;
and
- b. Patent No. US 7,203,734 B2, filed December 28, 2001, date of patent April 10,
2007.