

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Connecture, Inc.		03/18/2013	CORPORATION: DELAWARE
DestinationRx, Inc.		03/18/2013	CORPORATION: DELAWARE
Insurix, Inc.		03/18/2013	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	THL Corporate Finance, Inc.
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2771098	CONNECTURE
Registration Number:	3896784	MEDICAREEDGE
Registration Number:	4010010	CONSUMEREDGE
Registration Number:	4057262	STATEADVANTAGE
Registration Number:	4057261	BROKERADVANTAGE
Registration Number:	4057260	INSUREADVANTAGE
Registration Number:	4167532	DESTINATIONRX
Registration Number:	4102654	DRX
Registration Number:	3031519	DESTINATIONRX

CORRESPONDENCE DATA

Fax Number:

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.

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

ATTORNEY DOCKET NUMBER:	73675/053
NAME OF SUBMITTER:	Diane Cassinelli
SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	07/30/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of March, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and THL CORPORATE FINANCE, INC., a Delaware corporation ("THL"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Term Loan Agreement") by and among Connecture, Inc., a Delaware corporation ("Connecture"), DestinationRX, Inc., a Delaware corporation ("DRX"); together with Connecture, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lender Group has agreed to extend a Term Loan to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to extend the Term Loan to Borrowers as provided for in the Term Loan Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of March 18, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Term Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT,

AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS
MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

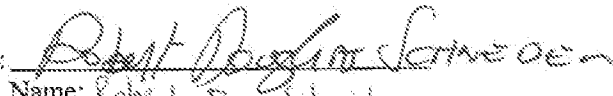
CONNECTURE, INC., a Delaware corporation

By: 
Name: Robert Day Schneider
Title: CEO

DESTINATIONRX, INC., a Delaware corporation

By: 
Name: Robert Day Schneider
Title: CEO

INSURIX, INC., a Connecticut corporation

By: 
Name: Robert Day Schneider
Title: CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

THE CORPORATE FINANCE, INC., a Delaware corporation

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005333 FRAME: 0345

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CONNECTURE, INC., a Delaware corporation

By: _____
Name:
Title:

DESTINATIONRX, INC., a Delaware corporation

By: _____
Name:
Title:

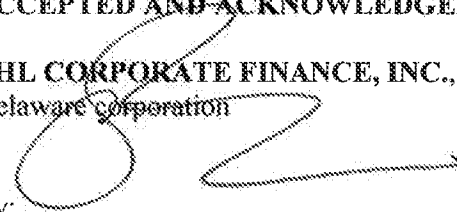
INSURIX, INC., a Connecticut corporation

By: _____
Name:
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

THL CORPORATE FINANCE, INC., a Delaware corporation


By:  _____
Name: Christopher Flynn
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005333 FRAME: 0346

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
CONNECTURE, INC.	UNITED STATES	CONNECTURE	2,771,098	October 7, 2003
CONNECTURE, INC.	UNITED STATES	MEDICAREEDG E	3,896,784	December 28, 2010
CONNECTURE, INC.	UNITED STATES	CONSUMEREDG E	4,010,010	August 9, 2011
CONNECTURE, INC.	UNITED STATES	STATEADVANT AGE	4,057,262	November 15, 2011
CONNECTURE, INC.	UNITED STATES	BROKERADVAN TAGE	4,057,261	November 15, 2011
CONNECTURE, INC.	UNITED STATES	INSUREADVAN TAGE	4,057,260	November 15, 2011
DESTINATIONRX , INC.	UNITED STATES	DESTINATIONR X	4,167,532	July 3, 2012
DESTINATIONRX , INC.	UNITED STATES	DRX	4,102,654	February 21, 2012
DESTINATIONRX , INC.	UNITED STATES	DESTINATIONR X (Design) Destination 	3,031,519	June 15, 2012

Trade Names/Common Law Trademarks

1. Insurix, Inc. uses the following unregistered marks and trademarks:
 - Benefit Central—marketplace broker rating tool.
 - iSuite

- QMS100—group marketplace broker rating tool.
 - QMS500—group quoting and underwriting & workflow
 - RMS100—group renewals
 - RMS500—group renewals and underwriting
 - EMS100—group enrollment
 - IMS100—individual quoting
 - IMS500—individual quoting and underwriting
 - SMART FACTORS—Rate and Factor Maintenance (.net 3.5)
 - SMART BENEFITS—Plan and Benefit Maintenance (.net 3.5)
 - FIBRE—Rules Engine (.net 3.5)
2. RxHealth Insurance Agency, Inc. uses the tradename “RxHealth”.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.