

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSURANCENOODLE, LLC		03/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4195689	IN INSURANCE NOODLE	
Registration Number:	4214947	IN	
Registration Number:	2469821	INSURANCENOODLE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1852 Insureon		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	04/04/2017		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2017 by and between COMERICA BANK ("Bank") and INSURANCENOODLE, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, INSUREON HOLDINGS, LLC, BIN INSURANCE HOLDINGS, LLC, BIN IP HOLDINGS, LLC, and INSUREON COLORADO, LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, in each case to the extent constituting Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all of its intellectual property rights constituting Intellectual Property Collateral in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

30 N. LaSalle, Suite 2500
Chicago, IL 60602

Attn: Chief Executive Officer

INSURANCENOODLE, LLC

By: _____
Title: CEO

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

30 N. LaSalle, Suite 2500
Chicago, IL 60602

Attn: Chief Executive Officer

INSURANCENOODLE, LLC

By: _____

Title: _____

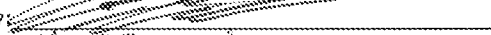
BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

COMERICA BANK

By:  _____

Title: Vice President _____

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
InsuranceNoodle.com active server page code	TX0005389686	September 14, 2001
InsuranceNoodle.com automated database	TX0005389684	September 14, 2001
InsuranceNoodle.com HTML Web pages and Website compilation	TX0005604860	September 14, 2001
InsuranceNoodle.com web processing engine	TX0005389685	September 14, 2001

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Methods and Apparatus for Selecting an Insurance Carrier for an Online Insurance Policy Purchase	U.S. Patent No. 7,904,532 B2	filed May 15, 2006, registered March 8, 2011
Methods and Apparatus for Selecting an Insurance Carrier for an Online Insurance Policy Purchase	U.S. Patent No. 7,203,734 B2	filed December 28, 2001, registered April 10, 2007

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
IN INSURANCE NOODLE (and design)	Reg. Number 4,195,689; Int. Cl.: 36	registered on August 21, 2012; filed on May 26, 2011
IN (and design)	Reg. Number 4,214,947; Int. Cl.: 36	registered on September 25, 2012; filed on May 26, 2011
INSURANCENOODLE	Reg. Number 2,469,821; Int. Cl.: 36	registered on July 17, 2001; filed on August 8, 2000