

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Connecture, Inc.		02/16/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbert Mezzanine Partners II SBIC, L.P.		
<b>Street Address:</b>	618 Church Street, Suite 500		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2771098	CONNECTURE	
<b>Serial Number:</b>	77884769	CONSUMEREDGE	
<b>Serial Number:</b>	85016841	MEDICAREEDGE	
<b>Serial Number:</b>	85100099	BROKERADVANTAGE	
<b>Serial Number:</b>	85100090	INSUREADVANTAGE	
<b>Serial Number:</b>	85100127	STATEADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4237858295		
<b>Email:</b>	pliner@millermartin.com		
<b>Correspondent Name:</b>	Patricia P. Liner		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1000 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		

**CH \$165.00 2771098**

ATTORNEY DOCKET NUMBER:	17723-0022
NAME OF SUBMITTER:	Patricia P. Liner
Signature:	/Patricia P. Liner/
Date:	02/17/2011
Total Attachments: 2 source=Connecture Security Agmt_001#page1.tif source=Connecture Security Agmt_001#page2.tif	

**MEMORANDUM OF SECURITY AGREEMENT**  
(Trademarks)

Pursuant to a Loan and Security Agreement dated February 16, 2011, as amended prior and subsequent to the date hereof (the "Security Agreement"), Connecture, Inc., a Delaware corporation, has granted to Harbert Mezzanine Partners II SBIC, L.P., a Delaware limited partnership (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Security Agreement), including the trademarks and trademark applications listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Security Agreement.

Dated: February 16, 2011

CONNECTURE, INC.

By: 

Title: CEO

# SCHEDULE 1

<u>TITLE</u>	<u>DATE OF APPLICATION</u>	<u>DATE OF REGISTRATION</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
<u>Connecture</u>	<u>06-12-02</u>	<u>10-07-03</u>	<u>76/419,665</u>	<u>2,771,098</u>
<u>CONSUMEREDGE</u>	<u>12-02-09</u>		<u>77/884,769</u>	
<u>MEDICAREEDGE</u>	<u>04-19-10</u>		<u>85/016,841</u>	
<u>BROKERADVANTAGE</u>	<u>08-04-10</u>		<u>85/100,099</u>	
<u>INSUREADVANTAGE</u>	<u>08-04-10</u>		<u>85/100,090</u>	
<u>STATEADVANTAGE</u>	<u>04-19-10</u>		<u>85/100,127</u>	