

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONNECTURE, INC.		05/23/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	39200 W. Six Mile Road
<b>Internal Address:</b>	m/c 7512
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85100127	STATEADVANTAGE
Serial Number:	85100099	BROKERADVANTAGE
Serial Number:	85100090	INSUREADVANTAGE
Registration Number:	3896784	MEDICAREEDGE
Serial Number:	77884769	CONSUMEREDGE
Registration Number:	2771098	CONNECTURE

**CORRESPONDENCE DATA**

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 858-550-6403  
 Email: erin.obrien@cooley.com  
 Correspondent Name: Erin O'Brien  
 Address Line 1: c/o Cooley LLP  
 Address Line 2: 4401 Eastgate Mall  
 Address Line 4: San Diego, CALIFORNIA 92121

**TRADEMARK**

**900194350**

**REEL: 004560 FRAME: 0862**

**CH \$165.00 85100127**

ATTORNEY DOCKET NUMBER:	036703-1123 CONNECTURE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/14/2011
Total Attachments: 5 source=Connecture signed IPSA 052311#page1.tif source=Connecture signed IPSA 052311#page2.tif source=Connecture signed IPSA 052311#page3.tif source=Connecture signed IPSA 052311#page4.tif source=Connecture signed IPSA 052311#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 23, 2011 by and between COMERICA BANK ("Bank") and CONNECTURE, INC., a Delaware corporation ("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 Amended and Restated Loan and Security Agreement dated as of September 29, 2009, as amended from time to time, including without limitation, by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of October 15, 2009, that certain Waiver Letter dated as of October 29, 2009, that certain Second Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of November 6, 2009, and that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 5, 2010 (collectively, the "Loan Agreement"). Bank and Borrower propose to enter into a Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amendment") (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 enter into the Amendment, 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, as amended by the Amendment, 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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.

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 intellectual property rights in connection to 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.

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:

101 Marietta Street, NW, Suite 1600  
Atlanta, GA 30303-2279

Attn: Chief Executive Officer

**CONNECTURE, INC.**

By: J. P. Leo  
Title: CFO

**BANK:**

Address of Bank:

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

Attn: Livonia Operations Center

**COMERICA BANK**

By: J. A. McNeil  
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Connecture solution for individual and family products configured for Aetna	TXu001209168	04/13/05
Connecture solution for small business groups configured for Aetna	TXu001209169	04/13/05

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
--------------------	--	------------------------------------

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
STATEADVANTAGE	85/100,127	08/04/10
BROKERADVANTAGE	85/100,099	08/04/10
INSUREADVANTAGE	85/100,090	08/04/10
MEDICAREEDGE	3,896,784	12/28/10
CONSUMEREDGE	77/884,769	12/02/09
CONNECTURE	2,771,098	10/07/03