

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Connecture, Inc.		01/15/2013	CORPORATION: DELAWARE
Destinationrx, Inc.		01/15/2013	CORPORATION: DELAWARE
Insurix, Inc.		01/15/2013	CORPORATION: CONNECTICUT
Rxhealth Insurance Agency, Inc.		01/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	One boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

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: 2027393001

CH \$240.00 2771098

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	05843814-0467
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	02/08/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of January, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit 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"), Wells Fargo, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 15, 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 and the Bank Product Providers, 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:

22. **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 Credit 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*.

23. **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 and each of the Bank Product Providers, 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.

24. 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, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

25. 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 and the Bank Product Providers, 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.

26. 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.

27. 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.

28. 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: J. P. Leo
Name: JAMES PULKO
Title: CFO

DESTINATIONRX, INC.,
a Delaware corporation

By: J. P. Leo
Name: JAMES PULKO
Title: CFO

INSURIX, INC.,
a Connecticut corporation

By: J. P. Leo
Name: JAMES PULKO
Title: CFO

[Signature page to Trademark Security Agreement]

RXHEALTH INSURANCE AGENCY, INC.,
a Delaware corporation

By: J. P. Leo
Name: JAMES PURKO
Title: CFO

[Signature page to Trademark Security Agreement]

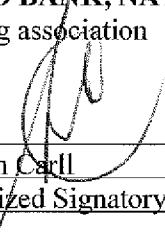
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TRADEMARK
REEL: 004959 FRAME: 0039

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:


WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Stephen Carl
Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARKS

GRANTOR	REGISTRATION NUMBER	TRADEMARK	STATUS
CONNECTURE, INC.	2,771,098	CONNECTURE	Registered
CONNECTURE, INC.	3,896,784	MEDICAREEDGE	Registered
CONNECTURE, INC.	4,010,010	CONSUMEREDGE	Registered
CONNECTURE, INC.	4,057,262	STATEADVANTAGE	Registered
CONNECTURE, INC.	4,057,261	BROKERADVANTAGE	Registered
CONNECTURE, INC.	4,057,260	INSUREADVANTAGE	Registered
DESTINATIONRX, INC.	4,167,532	DESTINATIONRX	Registered
DESTINATIONRX, INC.	4,102,654	DRX	Registered
DESTINATIONRX, INC.	3,031,519	DESTINATIONRX (Design) Destination 	Registered
INSURIX, INC.	NONE	Insurix, Inc. holds no registrations but it 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	Not registered.

		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)	
RXHEALTH INSURANCE AGENCY, INC.	None	RxHealth is a tradename that is not a registered mark.	N/A

TRADEMARK INTELLECTUAL PROPERTY LICENSES

None.