

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORVAX, LCC		10/31/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	FIRSTMERIT BANK N.A.		
Street Address:	222 N. LaSalle St.		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3190353	BROKEROFFICE	
Registration Number:	3054554	NORVAX	
Registration Number:	3467042	GOHEALTH	
Registration Number:	3467544	GOHEALTH INSURANCE	
Registration Number:	3875914	SITELEVER	
Registration Number:	3203183	QUOTEFINANCIAL	
Registration Number:	3162212	INSURELANE	
CORRESPONDENCE DATA			
Fax Number:	3128761155		
<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:	312-627-2144		
Email:	pfossier@dykema.com		
Correspondent Name:	Mary Alice Flavin		
Address Line 1:	Dykema Gossett PLLC		
Address Line 2:	10 S. Wacker Dr., Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Patricia Fossier		

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SIGNATURE:	/Patricia Fossier/
DATE SIGNED:	11/04/2014
Total Attachments: 6 source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif source=TrademarkSecurityAgreement#page6.tif	

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated as of October 31, 2014, by NORVAX, LLC a Delaware limited liability company (the "Grantor"), in favor of FIRSTMERIT BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor and certain of its affiliates/subsidiaries GoHealth, LLC, a Delaware limited liability company ("GoHealth"), Leadbot LLC, a Delaware limited liability company ("Leadbot") and ASAP Quotes LLC, a Delaware limited liability company ("ASAP Quotes") (Leadbot, GoHealth, and ASAP Quotes, are hereinafter referred to, collectively, as the "Other Borrowers") have entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor and the Other Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor, the Other Borrowers and the Grantee have entered into that certain General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein and to induce the Grantee to enter into the Credit Agreement and make extensions of credit to the Grantor and the Other Borrowers pursuant to the Credit Agreement the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

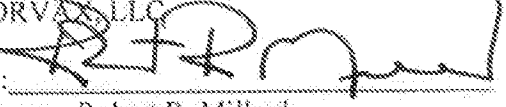
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

Section 6. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Grantee and the Grantor.

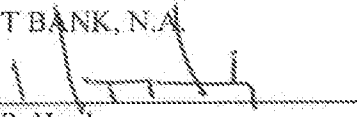
Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORVAZ, LLC

By: _____
Name: Robert R. Millard
Title: Chief Financial Officer

Acknowledged:

FIRSTMERIT BANK, N.A.

By: _____
Name: Kent P. Hardy
Title: Senior Vice President

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

<u>MARK</u>	<u>FILING DATE</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
BROKEROFFICE	05/16/2006	78/884,315	3,190,353	12/26/2006
NORVAX	01/31/2005	78/556,735	3,054,554	01/31/2006
GOHEALTH	11/20/2007	77/333,970	3,467,042	07/15/2008
GOHEALTH INSURANCE	11/30/2007	77/341,123	3,467,544	07/15/2008
SITELEVER	01/06/2010	77/905,890	3,875,914	11/16/2010
QUOTEFINANCIAL	05/16/2006	78/842,293	3,203,183	01/23/2007
INSURELANE	10/07/2005	78/729,091	3,162,212	10/24/2006

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I MICHAEL OWENS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert R. Millard, the Chief Financial Officer of NORVAX, LLC, a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of OCTOBER, 2014.



Notary Public

My Commission Expires: 09-24-17



STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I Ana B Soto, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kent P. Hardy, a Senior Vice President of FIRSTMERIT BANK, N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October, 2014.

Ana B Soto
Notary Public

My Commission Expires: 1/30/17

