

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNECTEDHEALTH, LLC		09/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CONNECTURE, INC		
Street Address:	1433 N. Water Street, Suite 400		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3848555	CONNECTEDHEALTH	
CORRESPONDENCE DATA			
Fax Number:	6508597500		
<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:	650 859 7021		
Email:	NATHALIE.LOC@KIRKLAND.COM		
Correspondent Name:	NATHALIE LOC		
Address Line 1:	3330 Hillview Avenue		
Address Line 2:	KIRKLAND & ELLIS, LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	44688-3		
NAME OF SUBMITTER:	NATHALIE LOC		
SIGNATURE:	/NATHALIE LOC/		
DATE SIGNED:	09/19/2019		
Total Attachments: 4			
source=Nighthawk - Trademark Assignment Agreement Executed (002)#page1.tif			
source=Nighthawk - Trademark Assignment Agreement Executed (002)#page2.tif			
source=Nighthawk - Trademark Assignment Agreement Executed (002)#page3.tif			

CH \$40.00 3848555

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of September 1, 2019 (the "Effective Date"), by and between **CONNECTEDHEALTH, LLC**, a limited liability company organized under the laws of Delaware ("Assignor") and **CONNECTURE, INC.**, a corporation incorporated under the laws of Delaware ("Assignee").

WHEREAS, the Assignor has in the past used and is currently using the trademarks, service marks and logos identified on Exhibit A, including the goodwill of the business associated therewith and symbolized thereby, which business is ongoing and existing (collectively, the "Marks", and together with any trademarks, service marks, logos, domain names, social media handles and other indicia of source which incorporate such Marks that are owned by, or registered to, Assignor or its affiliates, together with all registrations, applications and renewals relating thereto and the goodwill of the business associated therewith and symbolized thereby, which business is ongoing and existing (collectively, the "Assigned IP")).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Assignor (on behalf of itself and its affiliates) hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Assigned IP (including, for the avoidance of doubt, all the goodwill of the business associated therewith and symbolized thereby), together with: all registrations and applications therefor (and the rights to make applications or registrations therefor), including any renewals and extensions of the registrations set forth in Exhibit A or that are in effect or may be secured, now or hereafter, in each case, together with the goodwill of the business associated therewith and symbolized thereby; provided that the foregoing assignment is made on an as-is, where-is basis, without any representation or warranty; and all income, royalties or payments made with respect to the Assigned IP following the Effective Date, including, all claims for damages by reason of past, present or future infringement, misappropriation, violation or other unauthorized use of the Assigned IP, together with the right to sue for, and collect the same. Effective as of the Effective Date, Assignee accepts the assignment of the Assigned IP.

Assignor further agrees, for itself, its successors and assigns, and without charge to Assignee, to (i) execute and deliver, at the reasonable request of Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of Assignor in, to and under the Assigned IP as set forth herein, (ii) provide, at the reasonable request of Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to Assignee, and (iii) take such other actions as Assignee may reasonably deem necessary or desirable in order to transfer, convey, and assign to Assignee, and to confirm Assignee's title to, such Assigned IP. Assignee is hereby authorized to file, and shall be solely responsible for the filing of, all such instruments with the applicable governmental authorities or recording offices. Except as otherwise expressly set forth herein, each party hereto shall pay its own costs and expenses in connection with the execution and review of any such documents. In the event Assignee is unable for any reason, after the use of commercially reasonable efforts, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Assigned IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which

appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor.

Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement and all disputes, controversies or claims relating to, arising out of or under or in connection with this Agreement, including the negotiation, execution and performance hereunder, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions thereof to the extent they would result in the application of the laws of another jurisdiction. The word "including" shall mean including without limitation.

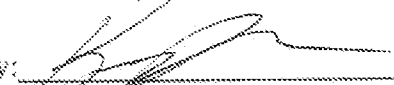
This Agreement may be executed and delivered in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Any facsimile or electronically transmitted copies hereof or signatures hereon shall, for all purposes, be deemed originals.

This Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto (or, if applicable, their respective successors and permitted assigns).

[remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first above written.

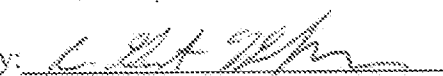
CONNECTEDHEALTH, LLC

By: 

Name: Craig McEwen

Title: Manager

CONNECTURE, INC

By: 

Name: Grant Hoffman

Title: President & CEO

Exhibit A
Assigned Trademarks

Trademark	Jurisdiction	Status	Registration Number	Owner
CONNECTEDHEALTH	U.S.	Registered	3,848,555	ConnectedHealth, LLC