

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connecture, Inc.		02/25/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Benefitfocus.com, Inc.		
Street Address:	100 Benefitfocus Way		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29492		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85100090	INSUREADVANTAGE	
Serial Number:	86393856	ON RAMP	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	8037992000		
Email:	meredith.ridley@nelsonmullins.com		
Correspondent Name:	John C. McElwaine		
Address Line 1:	301 S. College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	John C. McElwaine		
SIGNATURE:	/John C. McElwaine/		
DATE SIGNED:	01/03/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 25, 2019 ("Effective Date"), by and among Benefitfocus.com, Inc., a South Carolina corporation ("Assignee"), Connecture, Inc., a Delaware corporation, DestinationRx, Inc., a Delaware corporation, Insurix, Inc., a Connecticut corporation, ConnectedHealth, LLC, a Delaware limited liability company (collectively, "Assignors" and together with Assignee, the "Parties" and each, a "Party").

WHEREAS, pursuant to that certain Asset Purchase Agreement, date as of February 25, 2019, by and among Assignee, Assignors, the Ultimate Shareholders, and the Ultimate Shareholders' Representative (as may be amended, modified or restated from time to time, the "Purchase Agreement"), Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors the CSS Intellectual Property, including the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby sells, assigns, transfers, conveys, assigns, delivers and sets over to Assignee at the Closing (as defined in the Purchase Agreement), its entire right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, to record Assignee as the assignee and owner of the Trademarks.

Assignors shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and necessary to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem

appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agents and attorneys in fact, to act for and on their behalf and stead to execute and file any such instruments, documents and assurances and to do all other lawfully permitted acts to further the prosecution and issuance of trademark or service mark registrations or transfers or assignments thereof or of any other CSS Intellectual Property with the same legal force and effect as if executed by Assignors. This appointment is coupled with an interest in and to the CSS Intellectual Property, including the Trademarks, and shall be irrevocable.

This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States in respect to trademark issues, and (ii) the internal laws of the State of Delaware in all other respects without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

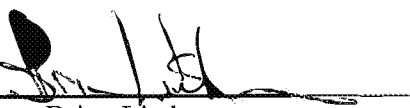
This Assignment is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Purchase Agreement. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument. The Parties agree to accept a signed facsimile copy or portable document format of this Assignment as a fully binding original. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNORS:

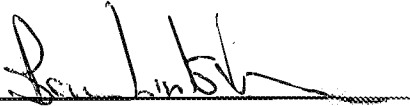
CONNECTURE, INC.

By: 
Name: Brian Lindstrom
Its: Chief Financial Officer & Secretary

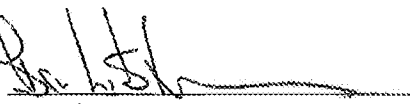
DESTINATIONRX, INC.

By: 
Name: Brian Lindstrom
Its: Chief Financial Officer & Secretary

INSURIX, INC.

By: 
Name: Brian Lindstrom
Its: Chief Financial Officer & Secretary


CONNECTEDHEALTH, LLC

By: 
Name: Brian Lindstrom
Its: Chief Financial Officer & Secretary

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IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

BENEFITFOCUS.COM, INC.

By: 

Name: Raymond A. August

Its: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006830 FRAME: 0431

SCHEDULE A
U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
INSUREADVANTAGE	US	85100090 Aug. 04, 2010	4057260 Nov. 15, 2011	Connecture, Inc.
ON RAMP	US	86393856 Sep. 12, 2014	5105506 Dec. 20, 2016	Connecture, Inc.