

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Recondo Technology, Inc.		12/17/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Waystar, Inc.		
<b>Street Address:</b>	888 W. Market Street		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4685896	EMPOWERED BUSINESS OFFICE	
<b>Registration Number:</b>	4011386	RECONBOT	
<b>Registration Number:</b>	5044936	MYSUREPAYHEALTH	
<b>Registration Number:</b>	3707677	SUREPAYHEALTH	
<b>Registration Number:</b>	4355540	RECONDO COMMAND CENTER	
<b>Registration Number:</b>	4470896	AUTHNET	
<b>Registration Number:</b>	4470553	ELIGIBILITYPLUS	
<b>Registration Number:</b>	4086921	RECONDO FINANCIAL MEDICAL RECORD	
<b>Registration Number:</b>	3697877	RECONDO	
<b>Registration Number:</b>	3784123	POWERED BY RECONDO	
<b>Registration Number:</b>	4533109	EMPOWERED BY RECONDO	
<b>Serial Number:</b>	77583311	RECONDO TECHNOLOGY	
<b>Serial Number:</b>	85845163	AUTHNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>			
<b>Phone:</b>	4042337000		
<b>Email:</b>	mmccaskill@mmmlaw.com		

CH \$340.00 4685896

**Correspondent Name:** Montrell McCaskill  
**Address Line 1:** 1600 Atlanta Financial Center  
**Address Line 2:** 3343 Peachtree Road, N.E.  
**Address Line 4:** Atlanta, GEORGIA 30326

**ATTORNEY DOCKET NUMBER:** 10785-36238

**NAME OF SUBMITTER:** Montrell McCaskill

**SIGNATURE:** /Montrell McCaskill/

**DATE SIGNED:** 12/21/2020

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the “**Effective Date**”), by and between Recondo Technology, Inc., a Delaware corporation (the “**Assignor**”), and Waystar, Inc., a Delaware corporation (the “**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

**WHEREAS**, in connection with the dissolution of Assignor, all intellectual property owned by Assignor is to be transferred to Assignee, including, but not limited to, the patents, patent applications, trademarks, trademark applications, and trademark registrations identified in Schedule A attached herein, and any other registered or unregistered intellectual property, including, but not limited to, trademarks, inventive concepts, know-how, trade secrets, copyrighted works and other works of authorship, and any other intellectual property (the “**Assigned IP**”); and

**WHEREAS**, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Assigned IP to Assignee;

**NOW, THEREFORE**, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Assigned IP, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor’s right, title, and interest in and to any and all patent rights related to the Assigned IP, including but not limited to the patents and patent applications listed in Schedule A, and including any provisional rights therein, in and to any divisions, continuations, continuation-in-parts, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, preparatory to obtaining Letters Patent of the United States or any other foreign jurisdiction (“**Letters Patent**”) therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignor hereby requests any and all Letters Patents resulting from said applications, or from a division, continuation, continuation-in-part, or reissue thereof, to issue to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademarks, trademark applications, and trademark

registrations listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title, and interest in and to any and all copyright rights related to the Assigned IP, and any and all copyright rights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Assigned IP, including all rights to damages and profits, due or accrued, arising out of past infringements of said copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Assigned IP to the extent such waiver is recognizable under the law of the controlling jurisdiction.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

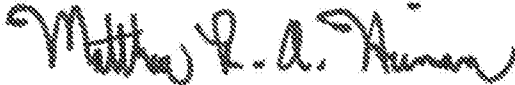
(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

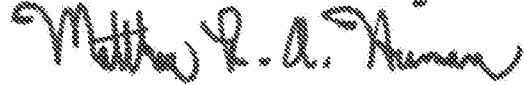
**ASSIGNOR:**

Recondo Technology, Inc.

By:   
Name: Matthew R. A. Heiman  
Title: General Counsel  
Date: 12/17/2020

**ASSIGNEE:**

Waystar, Inc.

By:   
Name: Matthew R. A. Heiman  
Title: General Counsel  
Date: 12/17/2020

**SCHEDULE A**

**Trademark Assets:**

<b>MARK</b>	<b>SERIAL NO. / REG. NO. / JURISDICTION</b>	<b>FILING DATE / REG. DATE</b>	<b>STATUS</b>
EMPOWERED BUSINESS OFFICE	86/196,079 4,685,896 U.S.	February 18, 2014 February 10, 2015	Registered
RECONBOT	85/131,154 4,011,386 U.S.	September 16, 2010 August 16, 2011	Registered
MYSUREPAYHEALTH	86/902,181 5,044,936 U.S.	February 9, 2016 September 20, 2016	Registered
SUREPAYHEALTH	77/583,309 3,707,677 U.S.	October 1, 2008 November 10, 2009	Registered
RECONDO COMMAN CENTER	85/713,273 4,355,540 U.S.	August 27, 2012 June 18, 2013	Cancelled Registration
AUTHNET	85/972,744 4,470,896 U.S.	June 28, 2013 January 21, 2014	Cancelled Registration
ELIGIBILITYPLUS	85/961,241 4,470,553 U.S.	June 17, 2013 January 21, 2014	Cancelled Registration
RECONDO FINANCIAL MEDICAL RECORD	85/311,847 4,086,921 U.S.	May 4, 2011 January 17, 2012	Cancelled Registration
RECONDO	77/583,304 3,697,877 U.S.	October 1, 2008 October 20, 2009	Cancelled Registration
	77/828,481 3,784,123 U.S.	September 17, 2009 May 4, 2010	Cancelled Registration
	86/070,395 4,533,109 U.S.	September 20, 2013 May 20, 2014	Cancelled Registration
	77/583,311 N/A U.S.	October 1, 2008 N/A	Abandoned Application
AUTHNET	85/845,163 N/A U.S.	February 8, 2013 N/A	Abandoned Application

**SCHEDULE A**

**Patent Assets:**

TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	STATUS
Recovery of Information from Commercial Web Portals	13/356,461 8,943,565 U.S.	January 23, 2012 January 27, 2015	Issued
Recovery of Information from Commercial Web Portals	14/602,049 N/A U.S.	January 21, 2015 N/A	Abandoned Application
Recovery of Information from Commercial Web Portals	14/605,811 N/A U.S.	January 26, 2015 N/A	Abandoned Application