### 900670456

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM702902

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

TRADEMARK ASSIGNMENT COVER SHEET

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RemitDATA, Inc.		12/22/2021	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Waystar Technologies, Inc.
Street Address:	888 W. Market Street
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4106449	ENLIGHTENING HEALTHCARE
Registration Number:	4106448	TITAN
Registration Number:	2625046	REMITDATA
Registration Number:	4510568	INSIGHTBOARD
Registration Number:	4383736	CLARIFYRCM
Registration Number:	4383735	CLARIFYHME
Registration Number:	4296017	CLARIFYMD
Serial Number:	85557271	INSIGHTBOARD
Serial Number:	85557261	PHYCO
Serial Number:	77668505	REMITALYTICS
Serial Number:	87051205	HEALTHEREPORTS

#### **CORRESPONDENCE DATA**

Fax Number: 4043659532

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.

Phone: 4042337000

Email: mmccaskill@mmmlaw.com

**Correspondent Name:** Montrell McCaskill

Address Line 1: 3343 Peachtree Road NE Address Line 2: 1600 Atlanta Financial Center

**TRADEMARK** 

**REEL: 007561 FRAME: 0878** 

900670456

Address Line 4: Atla	anta, GEORGIA 30326
ATTORNEY DOCKET NUMBER:	10785-36238
NAME OF SUBMITTER:	Montrell McCaskill
SIGNATURE:	/Montrell McCaskill/
DATE SIGNED:	01/19/2022
Total Attachments: 7	
source=RemitData Inc#page1.tif	
source=RemitData Inc#page2.tif	
source=RemitData Inc#page3.tif	
source=RemitData Inc#page4.tif	
source=RemitData Inc#page5.tif	
source=RemitData Inc#page6.tif	
source=RemitData Inc#page7.tif	

#### 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 RemitDATA, Inc., a Delaware corporation (the "Assignor"), and Waystar Technologies, Inc., a Delaware corporation (the "Assignee") (collectively, the "Parties," and singularly, each a "Party").

**WHEREAS**, Assignor is a wholly-owned subsidiary of Assignee and in connection with the dissolution of Assignor, all work product and intellectual property owned by Assignor is to be transferred to Assignee, including, but not limited to the patents, trademarks, trademark registrations, and copyright registrations identified in <u>Schedule A</u> attached herein (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. <u>Assignment</u>. 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 assigns, transfers and delivers to the Assignee, all of the Assignor's rights, title and interest in and to any data, databases, know-how, materials, documentation, software, software code, computer programs, inventions (whether or not patentable), designs, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images, and artistic works, or any subject matter protected or protectable under patent, copyright, proprietary database, trademark, trade secret, rights of publicity, confidential information, or other property rights, including all worldwide rights therein;
- (b) 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 <u>Schedule A</u>, 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;

- (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 trademark rights related to the Assigned IP, including but not limited to the trademarks 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; and
- (d) 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, including but not limited to the copyright registrations listed in Schedule A, 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. <u>Maintenance</u>. 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: RemitData, Inc. ASSIGNEE: Waystar Technologies, Inc.

Name: Matthew R. A. Heiman

Name: Matthew R. A. Heiman

Title George A. Heiman

Title: Corporate Secretary

Title: Corporate Secretary

Date: 12/22/21 Date: 12/22/21

## **SCHEDULE A**

## **Trademark Assets:**

Mark	SERIAL NO. / REG. NO. / JURISDICTION	Filing Date / Reg. Date	STATUS
ENLIGHTENING HEALTHCARE	85/141,458 4,106,449 United States	09/29/2010 02/28/2012	Registered
TITAN	85/141,479 4,106,448 United States	09/29/2010 02/28/2012	Registered
REMITDATA	78/053,371 2,625,046 United States	03/15/2001 09/24/2002	Registered
INSIGHTBOARD	86/051,222 4,510,568 United States	08/29/2013 04/08/2014	Cancelled registration
CLARIFYRCM	85/814,125 4,383,736 United States	01/02/2013 08/13/2013	Cancelled registration
CLARIFYHME	85/814,121 4,383,735 United States	01/02/2013 08/13/2013	Cancelled registration
CLARIFYMD	85/141,481 4,296,017 United States	09/29/2010 02/26/2013	Cancelled registration
INSIGHTBOARD	85/557,271 N/A United States	03/01/2012 N/A	Abandoned application
РНҮСО	85/557,261 N/A United States	03/01/2012 N/A	Abandoned application
REMITALYTICS	77/668,505 N/A United States	02/11/2009 N/A	Abandoned application
Health <i>e</i> Reports	87/051,205 N/A United States	05/26/2016 N/A	Abandoned application

# **Patent Assets:**

Title	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	STATUS
SYSTEM AND METHOD FOR ELECTRONIC REMITTANCE NOTICE ANALYSIS	13/481,263 RE44419 United States	05/25/2012 08/06/2013	Issued
SYSTEM AND METHOD FOR ELECTRONIC REMITTANCE NOTICE ANALYSIS	10/783,324 7,725,335 United States	02/20/2004 05/25/2010	Reissued RE44419

SYSTEM AND METHOD FOR	60/449,030		Abandanad
ELECTRONIC REMITTANCE	N/A	02/20/2003	Abandoned
NOTICE ANALYSIS	United States		provisional

# **Registered Copyright Assets:**

TITLE	REGISTRATION No./ JURISDICTION	REGISTRATION DATE	STATUS
ADJUDICATION REPORT BY ORIGIN AND FUNCTION	TX0006265020 United States	07/29/2005	Registered
AGED CLAIMS REPORT	TX0006265025 United States	07/29/2005	Registered
AVERAGE AGE REPORTS	TX0006265022 United States	07/29/2005	Registered
AVERAGE PAYMENT LAG BY PROCEDURE	TX0006265027 United States	07/29/2005	Registered
CASH POSTING REPORT	TX0006265019 United States	07/29/2005	Registered
CHARGE MASTER REVIEW	TX0006265018 United States	07/29/2005	Registered
CLAIM DETAIL REPORT	TX0006265016 United States	07/29/2005	Registered
CLAIM SUMMARY BY PROCEDURE	TX0006265017 United States	07/29/2005	Registered
CLAIM SUMMARY BY REASON CODE	TX0006265023 United States	07/29/2005	Registered
COMPARE CUSTOM BENCHMARK REPORTS	TX0006265031 United States	07/29/2005	Registered
DENIAL RATES BY PROVIDER	TX0006265030 United States	07/29/2005	Registered
EXECUTIVE DASHBOARD	TX0006265026 United States	07/29/2005	Registered
MISCELLANEOUS REPORTS	TX0006265021 United States	07/29/2005	Registered
OPTHALMOLOGY [SIC] UTILIZATION PATTERNS	TX0006265029 United States	07/29/2005	Registered
PAYMENT RECONCILIATION REPORT	TX0006265028 United States	07/29/2005	Registered
RECURRING DENIAL HISTORY	TX0006265024 United States	07/29/2005	Registered
REMITDATA BROCHURES : HME & PHYSICIAN	TX0006064958 United States	10/15/2004	Registered
WWW.REMITDATA.COM	TX0006265014 United States	07/29/2005	Registered

6 / 7

WWW.REMITDATA.NET	TX0006265015 United States	07/29/2005	Registered
-------------------	-------------------------------	------------	------------

**RECORDED: 01/19/2022**