

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843409

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900802538		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMAGEVISION.NET, LLC		09/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC, AS COLLATERAL AGENT		
Street Address:	3 SECOND STREET, SUITE 206		
City:	JERSEY CITY		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5548480	HEALTHPAY24	
Registration Number:	3174566	HEALTHPAY	
Registration Number:	2782995	HEALTHPAY 24	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2127850 TM		
NAME OF SUBMITTER:	Elizabeth Estep		
SIGNATURE:	/Elizabeth Estep/		
DATE SIGNED:	10/03/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 22, 2023 (this “Agreement”), among ImageVision.net, LLC (the “Grantor”) and GLAS AMERICAS LLC in its capacity as collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Lien Credit Agreement, dated as of October 22, 2019 (as amended by the First Amendment thereto, dated as of September 23, 2020, the Second Amendment thereto, dated as of August 24, 2021, and the Third Amendment thereto, dated as of June 27, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among BNVC Holdings, Inc., a Delaware corporation (“Holdings”), Waystar Technologies, Inc. (f/k/a Navicure, Inc.), a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, GLAS USA LLC, in its capacity as administrative agent, and the Collateral Agent, and (b) the Second Lien Pledge and Security Agreement dated as of October 22, 2019 (as supplemented by Supplement No. 1 thereto, dated as of February 4, 2020, Supplement No. 2 thereto, dated as of September 23, 2020, and Supplement No. 3 thereto, dated as of August 24, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

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

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Collateral Agent is entering into this Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that

the rights, protections, indemnities and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

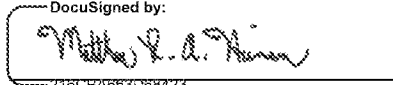
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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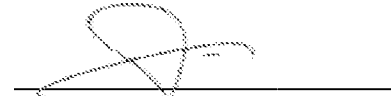
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IMAGEVISION.NET, LLC, as Grantor

By: 
Name: Matthew Heiman
Title: Chief Legal and Administrative Officer

GLAS AMERICAS LLC, as Collateral Agent

By:


Name: Jeffrey Schoenfeld
Title: Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
ImageVision.net, LLC	5548480 08/28/2018	HEALTHPAY24
ImageVision.net, LLC	3174566 11/21/2006	HEALTHPAY
ImageVision.net, LLC	2782995 11/11/2003	HEALTHPAY 24

TRADEMARK APPLICATIONS

None.