

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI19203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLAS AMERICAS LLC, AS COLLATERAL AGENT		02/09/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	WAYSTAR, INC.		
Street Address:	888 W. MARKET STREET		
City:	LOUISVILLE		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3707677	SUREPAYHEALTH	
Registration Number:	4011386	RECONBOT	
Registration Number:	4470896	AUTHNET	
Registration Number:	4470553	ELIGIBILITYPLUS	
Registration Number:	5044936	MYSUREPAYHEALTH	
Registration Number:	4685896	EMPOWERED BUSINESS OFFICE	
Registration Number:	4533109	EMPOWERED BY RECONDO	
Registration Number:	4355540	RECONDO COMMAND CENTER	
Registration Number:	3784123	POWERED BY RECONDO	
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@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		

OP \$240.00.00 77583309

ATTORNEY DOCKET NUMBER:	2265899 TM 2
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/12/2024
Total Attachments: 4 source=02. FF Trademark Release (Recondo) - 2024 -- Filing Version#page1.tif source=02. FF Trademark Release (Recondo) - 2024 -- Filing Version#page2.tif source=02. FF Trademark Release (Recondo) - 2024 -- Filing Version#page3.tif source=02. FF Trademark Release (Recondo) - 2024 -- Filing Version#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”) is made as of February 9, 2024 by GLAS AMERICAS LLC, in its capacity as collateral agent (“Collateral Agent”) for the lenders party to the Credit Agreement (as defined below), in favor of Waystar, Inc., a Delaware corporation (as successor to Recondo Technology, Inc. with respect to the Collateral (as defined in the Trademark Security Agreement referred to below), the “Grantor”).

W I T N E S S E T H:

WHEREAS, reference is made to 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;

WHEREAS, pursuant to the terms and conditions of (a) that certain Second Lien Pledge and Security Agreement, dated as of October 22, 2019, by and among the Grantor, the other grantors party thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as supplemented by Supplement No. 1 thereto, dated as of February 4, 2020, Supplement No. 2 thereto, dated as of September 23, 2020, Supplement No. 3 thereto, dated as of August 24, 2021 and Supplement No. 4 thereto, dated as of September 22, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (b) that certain Trademark Security Agreement, dated as of February 4, 2020 (the “Trademark Security Agreement”), between the Grantor and the Collateral Agent, as security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor granted to 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 the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations set forth on Exhibit A hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on February 6, 2020, at Reel 6858, Frame 0564; and

WHEREAS, in connection with the repayment in full of all outstanding Obligations under the Credit Agreement, the Collateral Agent, pursuant to Section 7.12(b) of the Security Agreement, has agreed to enter into this Release to terminate and release the entirety of its Security Interest in and to the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations set forth on Exhibit A hereto.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Security Agreement or the Trademark Security Agreement, as applicable.

2. RELEASE OF SECURITY INTEREST IN COLLATERAL. Collateral Agent hereby terminates and cancels the Trademark Security Agreement and terminates, cancels, discharges and releases its Security Interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations set forth on Exhibit A attached hereto, and any right, title or interest of Collateral Agent in the Collateral shall hereby cease and become void. If and to the extent the Collateral Agent has acquired any right, title or interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations set forth on Exhibit A attached hereto, the Collateral Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. RECORDATION; FURTHER ASSURANCES. Collateral Agent hereby authorizes and requests the recordation of this Release with the United States Patent and Trademark Office. Collateral Agent hereby agrees to take all further actions requested by a Grantor in writing, including, without limitation, to duly execute, acknowledge, procure and deliver any further documents and to take all such other actions, in each case as may be reasonably necessary to release and terminate any and all security interests and other liens in the Collateral, all of which shall be at Grantor's sole expense.

4. BINDING EFFECT. This Release shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees.

5. THE COLLATERAL AGENT. The Collateral Agent is entering into this Release not in its individual capacity but solely in its capacity as Collateral Agent under the Loan Documents. All rights, protections, indemnities and remedies of the Collateral Agent under the Credit Agreement, the Security Agreement or any other Loan Document are hereby incorporated herein by reference as if fully set forth herein. 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.

6. CHOICE OF LAW. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE, 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed by its duly authorized officers as of the day and year first above written.

GLAS AMERICAS LLC, as Collateral Agent

By: 
Name: **Valron Inamagua**
Title: **Assistant Vice President**

[Signature Page to Trademark Termination and Release (Recondo Technology)]

EXHIBIT A

Trademark Registrations

Trademark Title	Registration Number	Registration Date	Registered Owner
SUREPAYHEALTH	3707677	11/10/2009	Waystar, Inc.
RECONBOT	4011386	08/16/2011	Waystar, Inc.
AUTHNET	4470896	01/21/2014	Waystar, Inc.
ELIGIBILITYPLUS	4470553	01/21/2014	Waystar, Inc.
MYSUREPAYHEALTH	5044936	09/20/2016	Waystar, Inc.
EMPOWERED BUSINESS OFFICE	4685896	02/10/2015	Waystar, Inc.
EMPOWERED BY RECONDO & design	4533109	05/20/2014	Waystar, Inc.
RECONDO COMMAND CENTER	4355540	06/18/2013	Waystar, Inc.
POWERED BY RECONDO & design	3784123	05/04/2010	Waystar, Inc.