

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5783845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
ANTARES CAPITAL LP, AS COLLATERAL AGENT	10/22/2019
RECEIVING PARTY DATA	
Name:	NAVICURE, INC.
Street Address:	2055 SUGARLOAF CIRCLE
Internal Address:	SUITE 600
City:	DULUTH
State/Country:	GEORGIA
Postal Code:	30097
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7739132
Patent Number:	8719057
Patent Number:	8655685
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	212-906-1216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	885 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	057121-0143
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/23/2019
Total Attachments: 5	
source=Waystar - Patent Release - Navicure and ZirMed First Lien (Execution Version)#page1.tif	
source=Waystar - Patent Release - Navicure and ZirMed First Lien (Execution Version)#page2.tif	
source=Waystar - Patent Release - Navicure and ZirMed First Lien (Execution Version)#page3.tif	

source=Waystar - Patent Release - Navicure and ZirMed First Lien (Execution Version)#page4.tif

source=Waystar - Patent Release - Navicure and ZirMed First Lien (Execution Version)#page5.tif

**RELEASE OF FIRST LIEN SECURITY INTEREST
IN PATENTS**

This **RELEASE OF FIRST LIEN SECURITY INTEREST IN PATENTS**, dated as of October 22, 2019 (this “**Release**”), is made by **ANTARES CAPITAL LP**, as collateral agent for the benefit of the Secured Parties (“**Collateral Agent**”), in favor of **NAVICURE, INC.**, a Delaware corporation and **ZIRMED, INC.**, a Delaware corporation (each, a “**Grantor**,” and collectively, the “**Grantors**”). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Patent Security Agreement (as defined below), or if not defined therein, in the Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, Grantors and the Collateral Agent, among others, are parties to that certain First Lien Security Agreement dated as of November 1, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered that certain First Lien Grant of Security Interest in Patents, dated as of November 1, 2017 (the “**Patent Security Agreement**”), which was recorded with the United States Patent and Trademark Office on November 10, 2017, at Reel/Frame No. 44696/0814 (with respect to Navicure, Inc.), and at Reel/Frame No. 44696/0665 (with respect to ZirMed, Inc.);

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due of the Obligations, a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the following, except for any Excluded Property: (i) all patents, all registrations and recordings thereof, and all applications for patents, including issuances, recordings and pending applications in the United States Patent and Trademark Office, including those U.S. patents and applications owned by such Grantor and listed on Schedule A hereto, (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein, (iii) all rights to sue at law or in equity for any past, present, and future infringement or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto (the “**Patent Collateral**”); and

WHEREAS, the Grantors have requested the Collateral Agent to, and the Collateral Agent now desires to, terminate, relinquish, cancel, discharge and release any and all of its liens on and security interests in the Patent Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without recourse, representation, warranty, promise, undertaking, statement or assurance of any kind or nature, and at the Grantors’ sole cost and expense, hereby terminates, relinquishes, cancels, discharges and releases its liens on and security interests in the Patent Collateral, and

hereby reassigns to each Grantor any and all right, title or interest the Collateral Agent may have in the Patent Collateral of such Grantor.


The Collateral Agent authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release at the Grantors' sole cost and expense.

THIS RELEASE SHALL BE GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Signature page follows]

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

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Lofton Spencer
Title: Duly Authorized Signatory

**SCHEDULE A
TO
RELEASE OF FIRST LIEN SECURITY INTEREST
IN PATENTS**

U.S. Patent Registrations and Applications

Navicure, Inc.:

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
Correcting and Monitoring Status of Healthcare Claims	10/688,363	10/7/2003	7,739,132	06/15/2010
Systems and Methods for Monitoring the Status of Medical Claims	12/794,358	06/04/2010	8,719,057	05/06/2014
Systems and Methods for Processing Medical Claims	12/795,054	06/07/2010	8,655,685	02/18/2014

ZirMed Inc.:

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
SYSTEM AND METHOD FOR SECURING REMUNERATION OF PATIENT RESPONSIBILITIES FOR HEALTHCARE SERVICES IN A REVENUE MANAGEMENT CYCLE	20140046678	08/09/2013	13/963,934	02/13/2014
RESPONSE MESSAGE NORMALIZATION SYSTEM	20140046681	08/13/2013	13/966,232	02/13/2014
INFORMATION EXCHANGE FOR HEALTH CARE PROVIDERS (CLINICAL LINK)	20140278511	03/17/2014	14/216,485	09/18/2014
BUSINESS ANALYTICS PACKAGE WITH KEY PERFORMANCE INDICATORS FOR HEALTH CARE PROVIDERS (BUSINESS ANALYTICS)	20140324448	04/28/2014	14/263,940	10/30/2014
UNTETHERED COMMUNITYCENTRIC PATIENT HEALTH PORTAL(HEALTH PORTAL)	20150100349	09/29/2014	14/499,776	04/09/2015

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
WORKCENTER FOR PROCESSING REJECTED OR DENIED CLAIMS IN A REVENUE CYCLE MANAGEMENT SYSTEM	20150294421	4/14/2015	14/686,772	10/15/2015