

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387800

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900366851
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avalara, Inc.		06/06/2016	Corporation: WASHINGTON

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	901 Fifth Avenue, Suite 3900
<b>City:</b>	Seattle
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98164
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4595909	A
Registration Number:	3103752	AUTOADDRESS +
Registration Number:	3124157	AVALARA
Registration Number:	4567189	AVALARA
Registration Number:	4730294	AVALARA COMPLIANCE CLOUD
Registration Number:	3457771	AVANEWS
Registration Number:	3248599	AVARATES
Registration Number:	3174661	AVATAX
Registration Number:	4405850	BILLSOFT
Registration Number:	2318944	BILLSOFT
Registration Number:	3187176	CERTCAPTURE
Registration Number:	4432316	CERTEXPRESS
Serial Number:	86223704	COMPLIANCE CLOUD
Registration Number:	3293142	EZDATA
Registration Number:	3293144	EZGEO
Registration Number:	3612909	EZMAP
Registration Number:	2489837	EZTAX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3117652	INFINITY PARTNER PROGRAM
Registration Number:	3966950	LESS TAXING, MORE RELAXING
Registration Number:	2925239	MAKING BUSINESS TAXES LESS TAXING
Registration Number:	3931891	MAKING SALES TAX LESS TAXING.
Registration Number:	2499086	MATRIXMASTER
Serial Number:	86667608	
Serial Number:	86667605	SALT-IN-A-BOX
Registration Number:	3137326	TAXRATES.COM
Serial Number:	86279077	THE POWER OF ORANGE
Registration Number:	4109777	TRUSTFILE
Registration Number:	2903954	TRUSTFILE
Registration Number:	3186114	VCERT
Registration Number:	4695723	ZYTAX

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, LTD

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F163532
<b>NAME OF SUBMITTER:</b>	Laura A. Kenerson
<b>SIGNATURE:</b>	/Laura A. Kenerson/
<b>DATE SIGNED:</b>	06/14/2016

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 6, 2016, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 901 Fifth Avenue, Suite 3900, Seattle, Washington 98164 ("**Bank**") and **AVALARA, INC.**, a Washington corporation with its principal place of business located at 1100 2nd Avenue, Suite 300, Seattle, Washington 98101 ("**Grantor**").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Subordinated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

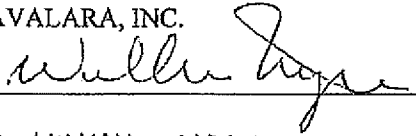
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AVALARA, INC.



By: WILLIAM INGEAM

Title: CFO & TREASURER

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AVALARA, INC.

\_\_\_\_\_


By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Title:  \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT B

Patents

Publication Number	Status	Publication Date	Application Number	File Date	Title
US7716093	Granted	5/11/10	US09/881533	6/14/01	Sales tax assessment, remittance and collection system
US7500236	Granted	3/3/09	US10/845414	5/14/04	Systems and methods of creating and accessing software simulated computers
US8490080	Granted	7/16/13	US13/168487	6/24/11	Systems and methods of creating and accessing software simulated computers
US7992143	Granted	8/2/11	US12/030,682	2/13/08	Systems and methods of creating and accessing software simulated computers

**EXHIBIT C**

**Trademarks**

<b>Mark</b>	<b>Status</b>	<b>Application #</b>	<b>File Date</b>	<b>Registration #</b>	<b>Reg. Date</b>	<b>Classes</b>
A (stylized with check mark)	Registered	86/111,606	11/6/13	4,595,909	9/2/14	35, 38, 42
AUTOADDRESS+	Registered	78/651,895	6/16/05	3,103,752	6/13/06	09
AVALARA	Registered	76/978,105	4/2/04	3,124,157	8/1/06	09, 35, 38
AVALARA (stylized with check mark)	Registered	86/111,602	11/6/13	4,567,189	7/15/14	35, 38, 42
AVALARA COMPLIANCE CLOUD	Registered	86/236,004	3/28/14	4,730,294	5/5/15	35, 38, 42
AVANEWS	Registered	77/322,114	11/6/07	3,457,771	7/1/08	41
AVARATES	Registered	78/775,852	12/19/05	3,248,599	5/29/07	09, 38
AVATAX	Registered	76/978,104	4/2/04	3,174,661	11/21/06	09, 35, 38
BILLSOFT	Registered	85/743,918	10/2/12	4,405,850	9/24/13	09, 35, 42
BILLSOFT and Design	Registered	75/618,382	1/11/99	2,318,944	2/15/00	09
CERTCAPTURE	Registered	78/815,277	2/15/06	3,187,176	12/19/06	35
CERTEXPRESS	Registered	85/892,881	4/2/13	4,432,316	11/12/13	42
COMPLIANCE CLOUD	Pending	86/223,704	3/17/14			35, 38, 42
EZDATA	Registered	77/061,673	12/11/06	3,293,142	9/18/07	009
EZGEO	Registered	77/061,687	12/11/06	3,293,144	9/18/07	09
EZMAP	Registered	77/061,651	12/11/06	3,612,909	4/28/09	09
EZTAX	Registered	75/618,381	1/11/99	2,489,837	9/18/01	009
INFINITY PARTNER PROGRAM	Registered	76/584,595	4/2/04	3,117,652	7/18/06	35
LESS TAXING MORE RELAXING	Registered	77/800,480	8/10/09	3,966,950	5/24/11	35, 38, 42
MAKING BUSINESS TAXES LESS TAXING	Registered	78/356,885	1/23/04	2,925,239	2/8/05	09
MAKING SALES TAX LESS TAXING.	Registered	77/800,492	8/10/09	3,931,891	3/15/11	35, 38, 42
MATRIXMASTER	Registered	75/927,554	2/25/00	2,499,086	10/16/01	35
Salt Shaker Design	Pending	86/667,608	6/18/15			35, 36, 41
SALT-IN-A-BOX	Pending	86/667,605	6/18/15			35, 36, 41
TAXRATES.COM	Registered	76/625,103	12/20/04	3,137,326	8/29/06	09, 35
THE POWER OF ORANGE	Allowed	86/279,077	5/12/14			35, 38, 42
TRUSTFILE	Registered	85/163,051	10/17/10	4,109,777	3/6/12	09, 35
TRUSTFILE	Registered	78/276,864	7/21/03	2,903,954	11/16/04	09
VCERT	Registered	78/681,070	7/28/05	3,186,114	12/19/06	42
ZYTAX	Registered	86/346,401	7/23/14	4,695,723	3/3/15	42

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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