

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tax Matrix Technologies, LLC		12/31/2012	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	AVALARA, INC.		
Street Address:	1100 2nd Avenue, Suite 300		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2499086	MATRIXMASTER	
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<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:	2067578097		
Email:	cindycaditz@dwt.com,seatm@dwt.com,priyankamenon@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	91793-56		
NAME OF SUBMITTER:	Cindy L. Caditz		
SIGNATURE:	/Cindy Caditz/		
DATE SIGNED:	02/08/2017		
Total Attachments: 5			
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EXHIBIT E

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “**Assignment**”) is made and entered into as of December 31, 2012, (“**Effective Date**”) by and between Tax Matrix Technologies, LLC, a Pennsylvania limited liability company (“**Assignor**”), and Avalara, Inc., a Washington corporation (“**Assignee**”) (collectively, the “**Parties**”).

WHEREAS, Assignor owns or uses certain intellectual property in connection with its business;

WHEREAS, Assignee and Assignor, on the other hand, are parties to that certain Asset Purchase Agreement, dated as of December 31, 2012, (the “**Asset Purchase Agreement**”);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Purchased IP, that is not included among the Excluded Assets.

NOW THEREFORE, IN CONSIDERATION of the foregoing, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized terms, not otherwise defined herein, shall have the meaning ascribed to such terms in the Asset Purchase Agreement.
2. Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor’s rights, title and interest in and to the Purchased IP, other than such rights that constitute Excluded Assets, together with all of the goodwill of the Assignor associated with such Purchased IP, all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of such Purchased IP, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
3. Assignor shall promptly execute all documents, papers, forms, and authorizations and take all other actions that may be requested by Assignee that are necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Purchased IP.
4. Assignor makes no express or implied representations or warranties in this Assignment of any kind whatsoever with respect to the Purchased IP, and hereby disclaims all implied warranties with respect to the Purchased IP, *provided, however*, that this Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, limitation, claim or remedy under the Asset Purchase Agreement, including any rights the parties hereto may have under the representations, warranties, limitations on remedies and liabilities, and indemnities set forth therein. In the event that any of the provisions of


this Assignment are determined to conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below, effective as of the Effective Date identified above.

TAX MATRIX TECHNOLOGIES,
LLC

By 
Name: MICHAEL ESPENSHADE
Title: PRESIDENT

AVALARA, INC.

By _____
Name:
Title:

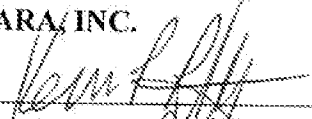
[SIGNATURE PAGE TO IF ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below, effective as of the Effective Date identified above.

**TAX MATRIX TECHNOLOGIES,
LLC**

By _____
Name:
Title:

AVALARA, INC.

By 
Name: KEVIN P. REEDSBACA
Title: PRESIDENT

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

Section 3.06(b)
Purchased IP

1. Trade secrets, copyrights and other proprietary rights associated with Seller's proprietary Default Code Scheme and related content.
2. MatrixMaster – USTM Reg. No. 2,499,086.
3. Trademark rights on “Matrix Master Point of Sale Tax Service” and “UPC Matrix Master Point of Sale Tax Service” (including UPC graphic logo).
4. Copyrights in all web and marketing collateral content relating to Matrix Master and UPC Taxability.
5. Non-admin login access to Seller's Google Adwords account to extract campaign info.
6. Documentation detailing all SEO and SEM search terms relevant to web marketing of Tax Matrix/UPC Taxability codes.
7. Re-direct rights to all pages on taxmatrix.com relating to UPC Tax Codes, Matrix Master, etc. (up to one year) to URL pages of Buyer's choice.