

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CrowdReason Limited Liability Company		10/18/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	AVALARA, INC.		
Street Address:	255 South King Street, Suite 1800		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4569959	CROWDREASON	
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:	206-757-8097		
Email:	seatm@dwt.com, cindycaditz@dwt.com, michaelamalone@dwt.com, emilyeske@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	920 FIFTH AVENUE, SUITE 3300		
Address Line 4:	SEATTLE, WASHINGTON 98104-1610		
ATTORNEY DOCKET NUMBER:	91793-351		
NAME OF SUBMITTER:	Cindy L. Caditz		
SIGNATURE:	/Cindy Caditz/		
DATE SIGNED:	12/16/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the "Assignment") is executed and delivered as of October 18, 2021 by CrowdReason Limited Liability Company, a Texas limited liability company ("Assignor") and Avalara, Inc., a Washington corporation ("Avalara").

WHEREAS, on the terms and subject to the conditions of the Asset Purchase Agreement dated as of the date hereof between Avalara and Assignor (the "Purchase Agreement"), Assignor has agreed, *inter alia*, to sell, assign, transfer, convey and deliver to Avalara all of Assignor's rights, title and interest in, to and under all of the Intellectual Property owned by Seller ("Transferred Intellectual Property"), effective as of the Closing; and

WHEREAS, Assignor and Avalara wish to effect the assignment and transfer of all of Assignor's rights, title and interest in, to, and under the Transferred Intellectual Property to Avalara.

NOW, THEREFORE, in consideration of the promises and covenants herein and those provided for in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Defined Terms.** All capitalized terms used but not defined herein have the meaning given to them in the Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, and delivers to Avalara, and Avalara hereby accepts, all of the Assignor's right, title, and interest in, to, and under the Transferred Intellectual Property, including, but not limited to, the Intellectual Property set forth on Schedule A attached hereto, effective as of the Closing, together with all rights, titles, claims, and demands in and to any causes of action, and any and all other rights, title, interests, claims, and demands, which the Assignor may possess, have or assert against any and all persons, corporations, partnerships, sole proprietorships or any other entity arising out of any infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. For avoidance of doubt, this assignment shall include, without limitation, all of the goodwill of the business associated with the trademarks and trademark registrations identified on Schedule A (the "Trademarks") and symbolized thereby. Assignor and Avalara desire that the assignment of any Transferred Intellectual Property, to the extent constituting issued patents, patent applications, trademark registrations, or trademark applications, be made of record in the United States Patent and Trademark Office, the applicable state trademark and patent offices, all foreign trademark and patent offices and any other appropriate governmental or administrative offices as the case may be.
3. **Binding on Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

4. **Paramountcy.** This Assignment is delivered pursuant to and is subject to all of the terms and conditions contained in the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities conferred in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

5. **Governing Law.** This Assignment and all disputes or controversies arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Washington, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Washington.

6. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together constitute one and the same instrument. This Assignment may be (a) transmitted for reproduction and execution by any means now known or hereafter devised, including facsimile or electronic file transmission, and (b) converted from its original software program to another and/or printed on different paper formats or in different fonts, any or all of which may result in variations to the pagination and appearance of the counterpart versions of this Assignment. The execution and delivery of counterparts of this Assignment, by facsimile, by electronic file transmission or by original manual signature, regardless of the means or any variation in pagination or appearance, shall be binding upon the parties. Any party delivering an executed counterpart of this Assignment by facsimile or by electronic file transmission shall also deliver a manually executed counterpart of this Assignment to each other party, but failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of and effective from the day and year first above written.

ASSIGNOR:

**CROWDREASON LIMITED LIABILITY
COMPANY**

By:  DocuSigned by:
E58C5124D4B24E7...
Name: Carl Hoemke
Title: Manager

AVALARA:

AVALARA, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of and effective from the day and year first above written.

ASSIGNOR:

**CROWDREASON LIMITED LIABILITY
COMPANY**

By: _____

Name: Carl Hoemke

Title: Manager

AVALARA:

AVALARA, INC.

By: _____

DocuSigned by:

Alesia Pinney

Name: Alesia Pinney

Title: EVP & Chief Legal Officer