

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Track1099 LLC		10/01/2021	Limited Liability Company: DELAWARE
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:	4383285	TRACK1099	
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, emilyeske@dwt.com, michaelamalone@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:	91793-352		
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 1, 2021 by Track1099 LLC, a Delaware 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, Assignor and the Key Holder (as defined therein) (the "Asset 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 or licensed to Assignor and used in or necessary for the conduct of the Business as currently conducted ("Transferred Intellectual Property"), effective as of the Closing, free and clear of any Encumbrance other than Permitted Encumbrances.

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 Asset 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 initially capitalized terms used but not defined herein have the meaning given to them in the Asset Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Avalara, and Avalara hereby accepts, all of 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, free and clear of any Encumbrance other than Permitted Encumbrances, together with the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. 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. **Waiver of Moral Rights.** Assignor hereby waives and agrees never to assert any claims including without limitation any so-called "moral rights" or their equivalent in or to any of the Transferred Intellectual Property.
4. **Further Assurances.** Assignor hereby covenants and agrees, for itself and its successors, to do all such lawful acts and things and to execute and deliver without further

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consideration such further lawful assignments, documents, applications and other instruments as may reasonably be required by Avalara, their successors, assigns, or legal representatives, to secure Avalara's rights in the Transferred Intellectual Property, including but not limited to, any patent, copyright or other applications and registrations therefor.

5. **Binding on Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

6. **Paramountcy.** This Assignment is delivered pursuant to and is subject to all of the terms and conditions contained in the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

7. **Time of the Essence.** Time shall be of the essence of this Assignment and of each of its provisions.


8. **Miscellaneous.** Sections 8.3 (Interpretation), 8.4 (Headings), 8.5 (Severability), 8.7 (Successors and Assigns), 8.8 (No Third-Party Beneficiaries), 8.10 (Governing Law) (8.11 (Jurisdiction; Venue; Dispute Resolution), 8.12 (Specific Performance), 8.13 (Waiver of Jury Trial) and 8.14 (Counterparts) of the Asset Purchase Agreement shall be deemed to be incorporated by reference herein, *mutatis mutandis*.

[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:

TRACK1099 LLC

By: 
Name: Lindsey West
Title: Chief Executive Officer

AVALARA:

AVALARA, INC.

By: _____
Name: Alesia Pinney
Title: EVP & Chief Legal Officer

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

ASSIGNOR:

TRACK1099 LLC

By: _____

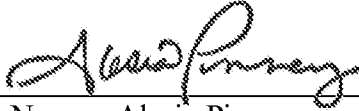
Name: Lindsey West

Title: Chief Executive Officer

AVALARA:

AVALARA, INC.

By: _____



Name: Alesia Pinney

Title: EVP & Chief Legal Officer

SCHEDULE A

Trademarks

Mark	Country	Assignee	Registration No.	Registration Date	Int. Cl.	Mark Type
Track1099	U.S.	Avalara, Inc.	4,383,285			