

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avalara, Inc.		10/19/2022	Corporation: WASHINGTON
Transaction Tax Resources, Inc.		10/19/2022	Corporation: DELAWARE
Transaction Tax Consulting Group, LLC		10/19/2022	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Owl Rock Core Income Corp., as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4976049	3CE COMMODITY CLASSIFICATION BEGINS HERE	
Registration Number:	4595909	A	
Registration Number:	3124157	AVALARA	
Registration Number:	4567189	AVALARA	
Registration Number:	5369092	AVALARA CLOUDCONNECT	
Registration Number:	4730294	AVALARA COMPLIANCE CLOUD	
Registration Number:	3248599	AVARATES	
Registration Number:	3174661	AVATAX	
Registration Number:	4212740	BUSINESS LICENSE COMPLIANCE PACKAGE (BLC	
Registration Number:	3187176	CERTCAPTURE	
Registration Number:	4432316	CERTEXPRESS	
Registration Number:	4569959	CROWDREASON	
Registration Number:	5221204	DAVO	
Registration Number:	5213518	DAVO FRANCHISEPAY	
Registration Number:	5221205	DAVO SALES TAX	
Registration Number:	5213516	DAVO TECHNOLOGIES	

CH \$915.00 4976049

Property Type	Number	Word Mark
Registration Number:	5213513	DAVOPAY
Registration Number:	3966950	LESS TAXING, MORE RELAXING
Registration Number:	2925239	MAKING BUSINESS TAXES LESS TAXING
Registration Number:	2499086	MATRIXMASTER
Registration Number:	5522092	MYLODGETAX
Registration Number:	5052426	SALT-IN-A-BOX
Registration Number:	5477036	TAX COMPLIANCE DONE RIGHT
Registration Number:	3137326	TAXRATES
Registration Number:	5898931	TAXVERSE
Registration Number:	5050185	THE POWER OF ORANGE
Registration Number:	4383285	TRACK1099
Registration Number:	4109777	TRUSTFILE
Registration Number:	2903954	TRUSTFILE
Registration Number:	4398859	TRANSACTION TAX CONSULTING GROUP
Registration Number:	6379701	
Registration Number:	5865925	ECMS
Registration Number:	6379699	GET TAX RIGHT.
Registration Number:	6379696	TTR
Registration Number:	5057637	TTR THE TAX ANSWER COMPANY
Registration Number:	4978001	TTR WE MAKE TAX SIMPLE

CORRESPONDENCE DATA

Fax Number: 6179799301

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: 6179799376

Email: christine.slattery@whitecase.com

Correspondent Name: Christine Slattery, Sr. Legal Assistant

Address Line 1: 75 State Street

Address Line 2: White & Case LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	1150177.0034
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/20/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 19, 2022 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Owl Rock Core Income Corp., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of October 19, 2022 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Lava Merger Sub, Inc., a Washington corporation (prior to the consummation of the Closing Date Acquisition, the “Initial Borrower”), Avalara, Inc., a Washington corporation (solely after giving effect to the Closing Date Acquisition, the “Borrower”), Lava Intermediate, Inc., a Delaware corporation (“Holdings”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens or any Liens not prohibited under the Credit Agreement) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations and extensions thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

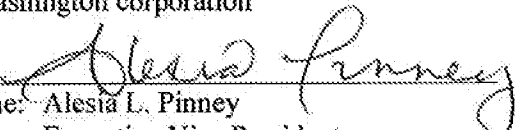
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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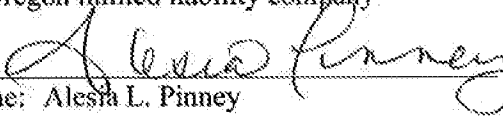
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

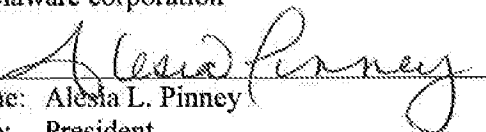
AVALARA, INC.,
a Washington corporation

By: 
Name: Alesia L. Pinney
Title: Executive Vice President

TRANSACTION TAX CONSULTING GROUP, LLC,
an Oregon limited liability company

By: 
Name: Alesia L. Pinney
Title: President

TRANSACTION TAX RESOURCES, INC.,
a Delaware corporation

By: 
Name: Alesia L. Pinney
Title: President

Accepted and Agreed:

OWL ROCK CORE INCOME CORP.,
as Collateral Agent

By: 
Name: Jon ten Oever
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

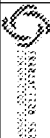



TRADEMARK
REEL: 007873 FRAME: 0412

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Avalara, Inc.	3CE COMMODITY CLASSIFICATION BEGINS HERE	4976049
Avalara, Inc.	A and Design 	4595909
Avalara, Inc.	AVALARA	3124157
Avalara, Inc.	AVALARA and Design Avalara	4567189
Avalara, Inc.	AVALARA CLOUDCONNECT	5369092
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Transaction Resources, Inc.	TTR	6379696
Transaction Resources, Inc.	TTR THE TAX ANSWER COMPANY and Design 	5057637
Transaction Resources, Inc.	TTR WE MAKE TAX SIMPLE and Design 	4978001

United States Trademark Applications:

None.