

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8265678

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INDIX CORPORATION	02/05/2019
RECEIVING PARTY DATA		
Name:	AVALARA, INC.	
Street Address:	255 S. KING ST.	
Internal Address:	SUITE 1800	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98104	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17973389
CORRESPONDENCE DATA		
Fax Number:		
<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:	2067045139	
Email:	aleuzzi@vplawgroup.com	
Correspondent Name:	VLP LAW GROUP	
Address Line 1:	555 BRYANT STREET SUITE 820	
Address Line 4:	PALO ALTO, CALIFORNIA 94301	
ATTORNEY DOCKET NUMBER:	5633-423 US CIP2	
NAME OF SUBMITTER:	ALEX LEUZZI	
SIGNATURE:	/Alex Leuzzi/	
DATE SIGNED:	11/08/2023	
Total Attachments: 9		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of February 5, 2019 (the "Effective Date"), by Indix Corporation, a Washington corporation ("Assignor"), to and for the benefit of Avalara, Inc., a Washington corporation ("Assignee"). This Assignment is made pursuant to that certain Asset Purchase Agreement dated as of February 5, 2019 by and among Assignor, Assignee, and Shareholder Representative Services LLC, solely in its capacity as the representative of the Company for the limited purposes expressly set forth therein (the "Purchase Agreement"). Initially capitalized terms used but not defined herein have the respective meanings given to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver, and Assignee desires to acquire, all right, title and interest in and to all Intellectual Property Assets and Intellectual Property Registrations, including but not limited to the Internet domain name(s) listed on Exhibit A attached hereto and all registration rights with respect thereto (the "Domain Name"), the trademarks listed on Exhibit B attached hereto (the "Trademarks") the copyright(s) listed on Exhibit C attached hereto (the "Copyright"), the patent(s) listed on Exhibit (D), and any other Intellectual Property included in the Purchased Assets (collectively, the "Assigned IP").

NOW THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Assignment. Assignor does hereby irrevocably sell, transfer, assign, convey and deliver to Assignee, its successors, assigns, and designees, free and clear of all Encumbrances, other than Permitted Encumbrances, all of Assignor's legal and beneficial right, title and interest in and to the Assigned IP, together with any goodwill related thereto, all rights to sue for any and all past, present and future infringement of any the foregoing and to retain any damages and profits due or accrued for any such past, present or future infringement; all rights corresponding to any of the foregoing throughout the world, and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned IP Rights").

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained 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 conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

4. Further Assurances. Assignor will, promptly execute and deliver to Assignee any other documents and perform all actions necessary to complete the timely transfer of the Assigned IP Rights to Assignee and, at Assignor's expense, sign all lawful papers, execute all applications, make all assignments and rightful oaths, and generally do everything reasonably requested by Assignee to aid Assignee, and its successors and assigns to obtain and enforce protection for the Assigned IP Rights, including but not limited to providing Assignee with all login and password credentials associated with the Domain Name. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact to act for and on its behalf and, instead of Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph with the same legal force and effect as if executed by Assignor. This power of attorney is coupled with an interest and will be irrevocable in perpetuity.

5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

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 (i) transmitted for reproduction and execution by any means now known or hereafter devised, including facsimile or electronic file transmission, and (ii) 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.

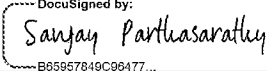
7. Assignor's Cessation of Use of the Intellectual Property Assets. Commencing on the Effective Date, Assignor will cease all use and development of, and forever refrain from using in any manner, the Assigned IP, except that Assignor will take commercially reasonable actions necessary in connection with any office action response, renewal or maintenance deadlines, or any other filing deadlines for any of the Intellectual Property Registrations that fall within the first ten (10) days following the Effective Date.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

Assignor:

INDIX CORPORATION

By: 
Name: Sanjay Parthasarathy
Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

PATENT
REEL: 065496 FRAME: 0182

Exhibit A

Domain Name

DomainName	TLD	ExpirationDate	Status	Privacy	Locked	AutoRenew
INDIX.ASIA	.asia	6/15/2020	Active	Public	Locked	On
INDIX.CO	.co	10/15/2019	Active	Public	Locked	On
INDIX.CO.IN	.co.in	10/16/2020	Active	Public	Locked	On
INDIX.CO.UK	.co.uk	6/13/2022	Active	Public	Locked	On
INDIX.COM	.com	1/21/2020	Active	Private	Locked	On
indix.engineering	.engineer	11/4/2019	Active	Public	Locked	On
INDIX.EU	.eu	6/30/2020	Active	Public	Locked	On
INDIX.IN	.in	10/16/2019	Active	Public	Locked	On
indix.io	.io	7/3/2020	Active	Public	Locked	On
INDIX.MOBI	.mobi	6/13/2020	Active	Public	Locked	On
INDIX.ONLINE	.online	8/26/2019	Active	Public	Locked	On
indix.shop	.shop	9/27/2019	Active	Public	Locked	On
INDIX.TV	.tv	10/16/2019	Active	Public	Locked	On
INDIX.US	.us	6/12/2020	Active	Public	Locked	On
INDIXCLOUD.COM	.com	10/20/2020	Active	Public	Locked	Off
INDIXSHOP.COM	.com	9/28/2019	Active	Private	Locked	On
liquidsquid.ink	.ink	5/19/2019	Active	Private	Unlocked	On
poweringshopping.info	.info	8/24/2019	Active	Public	Unlocked	Off
poweringshopping.net	.net	8/24/2019	Active	Public	Unlocked	Off
poweringshopping.org	.org	8/24/2019	Active	Public	Unlocked	Off
PRODUCTAWARE.NET	.net	12/6/2019	Active	Private	Unlocked	Off
RIOKAN.ASIA	.asia	3/29/2019	Active	Public	Unlocked	Off
RIOKAN.CO.IN	.co.in	3/29/2019	Active	Public	Unlocked	Off
RIOKAN.COM	.com	3/29/2019	Active	Private	Unlocked	On
RIOKAN.IN	.in	3/29/2019	Active	Public	Unlocked	Off
RIOKAN.ME	.me	3/29/2019	Active	Private	Unlocked	On
RIOKAN.NET	.net	3/29/2019	Active	Private	Unlocked	On

Exhibit B
Trademarks

TRADEMARKS		
Mark	Jurisdiction	Registration Number
INDIX	United States of America	4797521
INDIX	Australia	1712530
INDIX	Brazil	980730632
INDIX	Brazil	908730527
INDIX	Brazil	908730551
INDIX	Canada	TMA965135
INDIX	European Union	13664701
indix. indix.	Hong Kong	303239956
INDIX	India	1432945
INDIX	International Registration	1259557
INDIX	Israel	277140
INDIX	Japan	1259557
INDIX	Korea, Republic of	1259557
INDIX	Macau	N/094005
INDIX	Macau	N/094004
INDIX	Macau	N/094003
INDIX	Mexico	1649496
INDIX	Mexico	1649497
INDIX	New Zealand	1025118
INDIX	Norway	1259557
INDIX	Singapore	1259557
INDIX	South Africa	2014/32682
INDIX	South Africa	2014/32684
INDIX	South Africa	2014/32683
INDIX	Switzerland	1259557
INDIX	Taiwan	1740046
indix.	China	16411649
indix.	China	16411648
indix.	China	16411647
EVERYTHING ABOUT PRODUCTS.	United States of America	5087180
EVERYTHING ABOUT PRODUCTS.	United States of America	4894346
EVERYTHING ABOUT PRODUCTS.	International Registration	1266399

EVERYTHING ABOUT PRODUCTS.	Mexico	1774532
EVERYTHING ABOUT PRODUCTS.	Mexico	1676567
EVERYTHING ABOUT PRODUCTS.	Mexico	1676608
EVERYTHING ABOUT PRODUCTS.	New Zealand	1028805

Exhibit C

Copyright

None.

Exhibit D

Patents

PATENTS AND PENDING PATENT APPLICATIONS			
Patent Family	Country	Application No. / Date Filed	Patent No. /Date Issued; or Status
Crawler Parser			
	PCT	PCT/US2013/052106/25 July 2013	National stage
	US	13/951,244/25 July 2013	9,047,614/2 June 2015
	US	14/726,707/1 June 2015	9,466,066/11 October 2016
	CN	201380049781.7/ 25 July 2103	2017052500680220/15 September 2017
	IN	473/DELNP/2015/25 July 2013	Pending
	IL	236885/25 July 2013	236885/Allowed
	UK	1500830.3/25 July 2013	Pending
Refined Crawler-Parser	US	14/935,332/6 November 2015	10,169,802/1 January 2019
	US	16/232,963/26 December 2018	Pending
Analytics	US	61/675,492/25 July 2012	Expired (provisional)
	PCT	PCT/US2013/052108/25 July 2013	National stage
	US	13/951,248/25 July 2013	Abandoned
	CN	201380049798.2/25 July 2013	2018121300148280/18 December 2018
	IN	474/DELP/2015/ 25 July 2013	Pending
	IL	236890/25 July 2013	236890/1 December 2018
	IL	255873/25 July 2013	255873/Allowed
Product Score	US	61/952,029/12 March 2014	Expired (provisional)
	PCT	PCT/US2015/020266/12 March 2015	National stage
	US	14/656,554/12 March 2015	Abandoned
	US	14/800,524/15 July 2015	Abandoned
User Interface	US	61/952,004/12 March 2014	Expired (provisional)

	PCT	PCT/US2015/020271/12 March 2015	National Stage
	US	14/656,171/12 March 2015	Pending