## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI265113

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
Avalara, Inc.	05/23/2024

#### **RECEIVING PARTY DATA**

Company Name:	Blue Owl Credit Income Corp (f/k/a Owl Rock Core Income Corp.)	
Street Address:	399 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	

#### **PROPERTY NUMBERS Total: 17**

Property Type	Number
Patent Number:	11855842
Patent Number:	11847706
Patent Number:	11922475
Patent Number:	11853302
Patent Number:	11874826
Patent Number:	11900285
Patent Number:	11861667
Patent Number:	11900477
Patent Number:	11928744
Application Number:	18403595
Application Number:	18370675
Application Number:	18236622
Application Number:	18231120
Application Number:	18207103
Application Number:	18207102
Application Number:	18207091
Application Number:	18207084

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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508574308 REEL: 067563 FRAME: 0600

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129093078

Email: susan.zablocki@kirkland.com

SUSAN ZABLOCKI **Correspondent Name:** Address Line 1: Kirkland & Ellis LLP Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: SUSAN ZABLOCKI **SIGNATURE:** SUSAN ZABLOCKI

**DATE SIGNED:** 05/30/2024

**Total Attachments: 6** 

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#### PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of May 23, 2024 (this "Patent Security Agreement"), is made by Avalara, Inc., a Washington corporation (the "Pledgor"), in favor of Blue Owl Credit Income Corp (f/k/a 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.

#### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 19, 2022 (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 Pledgor is required to execute and deliver this Patent 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, the Pledgor hereby agrees with the Collateral Agent as follows:

- SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Patent Collateral</u>. The 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 "Patent Collateral"):
  - (a) all Patents, including, without limitation, the United States patents and patent applications listed on <u>Schedule 1</u> attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisionals, extensions, continuations and continuations in part thereof and amendments thereto; and
    - (b) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. <u>Counterparts</u>. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent 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, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

#### **PLEDGOR:**

AVALARA, INC.

By:

Name: Scott M. McFarlane

Title: Chief Executive Officer

Accepted and Agreed:

BLUE OWL CREDIT INCOME CORP (f/k/a OWL ROCK CORE INCOME CORP.),

as Collateral Agent

By:

Name: Adam Forchheimer

Title: Authorized Signatory

# SCHEDULE 1 to PATENT SECURITY AGREEMENT

## <u>UNITED STATES PATENTS AND PATENT APPLICATIONS</u>

### **United States Patents:**

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
Avalara, Inc.	PRIMARY ENTITY REQUESTING FROM ONLINE SERVICE PROVIDER (OSP) TO PRODUCE A RESOURCE AND TO PREPARE A DIGITAL EXHIBIT THAT REPORTS THE RESOURCE, RECEIVING FROM THE OSP AN ACCESS INDICATOR THAT LEADS TO THE DIGITAL EXHIBIT, AND SENDING THE ACCESS INDICATOR TO SECONDARY ENTITY	18173014	2/22/2023	11855842	12/26/23	Granted
Avalara, Inc.	PROVIDING DIAGNOSTICS REGARDING DIFFERENCES BETWEEN TRUSTED RESOURCE VALUES AND HISTORICAL RESOURCE VALUES	18108570	02/10/23	11847706	12/19/23	Granted
Avalara, Inc.	SUMMARIZATION AND PERSONALIZATION OF BIG DATA METHOD AND APPARATUS	17973389	10/25/22	11922475	03/05/24	Granted
Avalara, Inc.	AUTOMATICALLY STARTING ACTIVITIES UPON CROSSING THRESHOLD	17338220	06/03/21	11853302	12/26/23	Granted
Avalara, Inc.	CORRECTIVE NOTIFICATION TO ACCOUNT FOR DELAY OR ERROR IN UPDATING DIGITAL RULES APPLIED TO PRODUCE RESOURCES	17020748	9/14/2020	11874826	01/16/24	Granted
Avalara, Inc.	SELECTED RESOURCE COMPUTATION FOR MOBILE EMPLOYEES	16880795	05/21/20	11900285	02/13/24	Granted
Avalara, Inc.	CUSTOMS DUTY & TAX ESTIMATION ACCORDING TO INDICATED RISK TOLERANCE	16803815	02/27/20	11861667	01/02/24	Granted
Avalara, Inc.	ENABLING REVIEWER TO ASSESS PRIVATE DATA SET OF OTHER PARTY USING CUSTOM PARAMETER VALUES	16801337	02/26/20	11900477	02/13/24	Granted
Avalara, Inc.	NEXUS NOTIFICATION PLATFORM	16585829	09/27/19	11928744	03/12/24	Granted

## United States Patent Applications:

Owner	Title	Application No.	Filing Date	Status
Avalara, Inc.	ENABLING REVIEWER TO ASSESS PRIVATE DATA	18403595	01/03/24	Published
	SET OF OTHER PARTY USING CUSTOM			
	PARAMETER VALUES			
Avalara, Inc.	COMPLIANCE DOCUMENT CREATION,	18370675	09/20/23	Published
	MODIFICATION, AND PROVISIONING			
Avalara, Inc.	ONLINE SERVICE PLATFORM (OSP) GENERATING	18236622	08/22/23	Published
•	AND TRANSMITTING ON BEHALF OF PRIMARY			
	ENTITY TO THIRD PARTY PROPOSAL OF THE			
	PRIMARY ENTITY WHILE MAINTAINING THE			
	PRIMARY ENTITY ANONYMOUS			
Avalara, Inc.	COMPUTATION MODULE CONFIGURED TO	18231120	08/07/23	Published
	ESTIMATE RESOURCE FOR TARGET POINT FROM			
	KNOWN RESOURCES OF DOTS NEAR THE TARGET			
	POINT			
Avalara, Inc.	COMPUTER NETWORKED FILING ENGINE	18207103	06/07/23	Published
Avalara, Inc.	COMPUTER NETWORKED FILING ENGINE	18207102	06/07/23	Published
Avalara, Inc.	AUTOMATED PREPARATION AND TRANSMISSION	18207091	06/07/23	Published
	OF ELECTRONIC REGISTRATIONS, DATA SHEETS			
	AND RESOURCES			
Avalara, Inc.	ADAPTABLE RESOURCE REGISTRATION USER	18207084	06/07/23	Published
	INTERFACE			

PATENT REEL: 067563 FRAME: 0607

**RECORDED: 05/30/2024**