

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETF Managers Group LLC		05/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wedbush Securities Inc., as Agent		
Street Address:	1000 Wilshire Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5841343	MJ	
Registration Number:	5855339	MJ ALTERNATIVE HARVEST ETF	
Registration Number:	5798324	ETFMG	
Registration Number:	5798323	ETFMG	
Registration Number:	5798319	GAMR	
Registration Number:	5798320	IFLY	
Registration Number:	5798321	AIEQ	
Registration Number:	5798322	RISE	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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:	(312)577-8416		
Email:	carole.dobbins@katten.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
SIGNATURE:	/Carole Dobbins/		

CH \$215.00 5841343

DATE SIGNED:	05/31/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2020, is made by ETF Managers Group LLC, a Delaware limited liability company (the “Grantor”), in favor of Wedbush Securities Inc. (“Wedbush”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for each of the Lenders thereunder.

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Promissory Note, dated as of May 1, 2020 (the “Secured Note”), by Exchange Traded Managers Group, L.L.C., a New Jersey limited liability company (the “Borrower”) to each of the Lenders thereunder and acknowledged and agreed to by the Agent, the Lenders have agreed to lend certain amounts and Agent and Lenders have agreed to make certain financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement (as amended, restated, amended and restated, supplemented or otherwise from time to time, the “Security Agreement”) dated as of May 1, 2020 in favor of the Agent, to guarantee the Secured Obligations (as defined therein) of the Borrower; and

WHEREAS, the Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Secured Note and to induce the Lenders to make the loans and advances under the Secured Note, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Pledged Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and licenses providing for the grant by or to the Grantor of any right under any Trademark, except Trademarks and licenses relating to HACK and IPAY, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, except relating to the HACK and IPAY Trademarks; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ETF MANAGERS GROUP LLC

as Grantor:

By: _____

Name: Samuel R. Masucci III

Title: Manager and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

WEDBUSH SECURITIES INC., as Agent

By: _____

Name: Gary L. Wedbush

Title: Co-President

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

Very truly yours,

ETF MANAGERS GROUP LLC
as Grantor


By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

WEDBUSH SECURITIES INC., as Agent

By: 

Name: Gary L. Wedbush

Title: Co-President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
MJ Word Mark	5,841,343	August 20, 2019
MJ ALTERNATIVE HARVEST ETF Logo	5,855,339	September 10, 2019
ETFMG Word Mark	5,798,324	July 9, 2019
ETFMG Logo	5,798,323	July 9, 2019
GAMR Word Mark	5,798,319	July 9, 2019
IFLY Word Mark	5,798,320	July 9, 2019
AIEQ Word Mark	5,798,321	July 9, 2019
RISE Word Mark	5,798,322	July 9, 2019

2. LICENSES

- (1). Sub-Advisory Agreement, dated as of June 2019, by and between Sit Fixed Income Advisors II, LLC and the Grantor;
- (2). Equobot LLC Sub-Advisory Agreement, dated as of October 1, 2017, by and between Equobot LLC and the Grantor.