

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616877

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ark Investment Management LLC | | 12/24/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Eldridge Corporate Funding LLC | | |
| Street Address: | 600 Steamboat Road, Floor 2 | | |
| City: | Greenwich | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06830 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5344495 | ARK ARK INVEST | |
| Registration Number: | 5223082 | ARK | |
| Registration Number: | 5360245 | ARK ETF TRUST | |
| Registration Number: | 5100725 | ARK INVEST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175265000 | | |
| <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: | 617-526-6658 | | |
| Email: | janey.davidson@wilmerhale.com | | |
| Correspondent Name: | John V. Hobgood, Esquire | | |
| Address Line 1: | Wilmer Cutler Pickering Hale and DorrLLP | | |
| Address Line 2: | 60 State Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| ATTORNEY DOCKET NUMBER: | 2213838.161 | | |
| NAME OF SUBMITTER: | John V. Hobgood | | |
| SIGNATURE: | /John V. Hobgood/ | | |
| DATE SIGNED: | 12/28/2020 | | |
| Total Attachments: 4 | | | |

OP \$115.00 5344495

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TRADEMARK SECURITY AGREEMENT

THIS Trademark Security Agreement, dated as of December 24, 2020 (this “**Trademark Security Agreement**”), by ARK Investment Management LLC, a Delaware limited liability company (the “**Grantor**”), in favor of ELDRIDGE CORPORATE FUNDING LLC, in its capacity as the collateral agent pursuant to the Credit Agreement (the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 24, 2020, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors 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, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. “**Trademarks**” shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) all Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in

the Trademarks 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. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. 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.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]


IN WITNESS WHEREOF, each 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,

ARK INVESTMENT MANAGEMENT LLC

By: ARK Investment Management LP, its
managing member


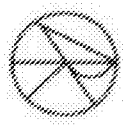
By: ARK Investment Management GP
LLC, its general partner

By:  _____
Name: Catherine D. Wood
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007147 FRAME: 0568

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Owner | Trademark | Country | Class | Application # | Application Date | Registration # | Registration Date | Status |
|-------------------------------|---|---------|-------|---------------|------------------|----------------|-------------------|--------|
| ARK INVESTMENT MANAGEMENT LLC | ARK INVEST | U.S. | 36 | 86214924 | 3/7/2014 | 5100725 | 12/13/2016 | LIVE |
| ARK INVESTMENT MANAGEMENT LLC | ARK ETF Trust | U.S. | 36 | 86214944 | 3/7/2014 | 5360245 | 12/19/2017 | LIVE |
| ARK INVESTMENT MANAGEMENT LLC |  | U.S. | 36 | 87233220 | 11/10/2016 | 5344495 | 11/28/2017 | LIVE |
| ARK INVESTMENT MANAGEMENT LLC |  | U.S. | 36 | 87233242 | 11/10/2016 | 5223082 | 6/13/2017 | LIVE |