

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


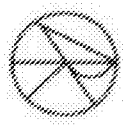
By: ARK Investment Management GP
LLC, its general partner

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