

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI91420

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|---|--------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ARK INVESTMENT MANAGEMENT LLC | | 03/13/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | TRUIST BANK | | |
| Street Address: | 303 Peachtree St. NE | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | Chartered Bank: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5100725 | ARK INVEST | |
| Registration Number: | 5223082 | ARK | |
| Registration Number: | 5344495 | ARK ARK INVEST | |
| Registration Number: | 5360245 | ARK ETF TRUST | |
| Registration Number: | 6663203 | ARK | |
| Registration Number: | 7096423 | ARKG | |
| Registration Number: | 7096424 | ARCK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048817777 | | |
| <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: | 4048814458 | | |
| Email: | elissa.hart@alston.com | | |
| Correspondent Name: | Alston & Bird | | |
| Address Line 1: | 1201 W. Peachtree St. | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 607176 | | |
| NAME OF SUBMITTER: | Elissa Hart | | |
| SIGNATURE: | Elissa Hart | | |

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|---------------------|------------|
| DATE SIGNED: | 03/13/2024 |
|---------------------|------------|

Total Attachments: 4
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2024 (this “Security Agreement”), is made by **ARK INVESTMENT MANAGEMENT LLC**, a Delaware limited liability company (the “Grantor”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, **ARK INVESTMENT MANAGEMENT GP LLC**, a Delaware limited liability company (“ARK GP”), **ARK INVESTMENT MANAGEMENT LP**, a Delaware limited partnership (“ARK LP”); and together with **ARK GP**, each individually and collectively, “Holdings”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into that certain Credit Agreement, dated as of March 13, 2024 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings and certain of its Subsidiaries have entered into that certain Guaranty and Security Agreement, dated as of March 13, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent, for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, collaterally assigns and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral (but excluding, in each case, any Excluded Property, the “Trademark Collateral”):

- (i) all of its owned registered or applied-for U.S. federal Trademarks, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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 or dilution thereof.

Section 3 **Guaranty and Security Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

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 its Trademarks subject to a security interest hereunder.

Section 5 **Counterparts**. This 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 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.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed by its authorized officers as of the day and year first above written.

ARK INVESTMENT MANAGEMENT LLC, as
Grantor

By: ARK Investment Management LP, its managing
member

By: ARK Investment Management GP LLC, its general
partner



By:  _____

Name: Paul Wilson

Title: Authorized Signatory

SCHEDULE I

Trademarks:

| Trademark | Registration No./ Serial No. | Filing Date | Registration Date | Grantor |
|---|---|--------------------|------------------------------|----------------------------------|
| ARK INVEST | RN: 5100725 SN: 86214924 | Mar. 7, 2014 | Dec. 13, 2016 | Ark Investment Management LLC |
| ARK <i>and Design</i>  | RN: 5223082 SN: 87233242 | Nov. 10, 2016 | Jun. 13, 2017 | Ark Investment Management LLC |
| ARK ARK INVEST <i>and Design</i>  ARK INVEST | RN: 5344495 SN: 87233220 | Nov. 10, 2016 | Nov. 28, 2017 | Ark Investment Management LLC |
| ARK ETF TRUST | RN: 5360245 SN: 86214944 | Mar. 7, 2014 | Dec. 19, 2017 | Ark Investment Management LLC |
| ARK | RN: 6663203 SN: 90466042 | Jan. 14, 2021 | Mar. 8, 2022 | Ark Investment Management LLC |
| ARKG | RN: 7096423 SN: 97152011 | Dec. 1, 2021 | Jul. 4, 2023 | Ark Investment Management LLC |
| ARKK | RN: 7096424 SN: 97152021 | Dec. 1, 2021 | Jul. 4, 2023 | Ark Investment Management LLC |