

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI92461

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ELDRIDGE CORPORATE FUNDING LLC ("Eldridge"), as collateral agent | | 03/13/2024 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | ARK INVESTMENT MANAGEMENT LLC | | |
| Street Address: | 200 Central Ave, Suite 220 | | |
| City: | St. Petersburg | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5100725 | ARK INVEST | |
| Registration Number: | 5360245 | ARK ETF TRUST | |
| Registration Number: | 5344495 | ARK ARK INVEST | |
| Registration Number: | 5223082 | ARK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 2129693000 | | |
| Email: | ypan@proskauer.com, TButler@proskauer.com | | |
| Correspondent Name: | Thomas J. Butler | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 00909.017 | | |
| NAME OF SUBMITTER: | Yuming Pan | | |
| SIGNATURE: | Yuming Pan | | |
| DATE SIGNED: | 03/13/2024 | | |

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Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 13, 2024 (this “**Release**”), is made by **ELDRIDGE CORPORATE FUNDING LLC** (“**Eldridge**”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of **ARK INVESTMENT MANAGEMENT LLC**, a Delaware limited liability company (the “**Grantor**”).

WHEREAS, the Grantor, as borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Eldridge, in its capacity as Administrative Agent and Collateral Agent, are parties to that certain Credit and Guaranty Agreement dated as of December 24, 2020 (as amended by that certain Amendment No. 1 to Credit and Guaranty Agreement, dated as of August 31, 2021, as further amended by that certain Amendment No. 2 to Credit and Guaranty Agreement, dated as of January 27, 2023, as further amended by that certain Amendment No. 3 to Credit and Guaranty Agreement, dated as of December 28, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Grantor is party to that certain Security Agreement dated as of December 24, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of December 24, 2020, between the Grantor and the Collateral Agent (the “**TMSA**”), which was recorded in the records of the United States Patent and Trademark Office on December 28, 2020 at reel 7147, frame 0564.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or the TMSA, as applicable.

SECTION 2. Termination and Release. The Collateral Agent, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

(a) terminates, cancels, discharges, and releases the liens on and security interest in all of the Grantor’s right, title and interest in, to and under all of the following Pledged Collateral:

- (i) all Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto;
- (ii) all Goodwill associated with such Trademarks; and
- (iii) all Proceeds of any and all of the foregoing;

(collectively, the “**Trademark Collateral**”), in each case granted pursuant to the Security Agreement and the TMSA;

(b) terminates the TMSA and re-assigns to the Grantor any right, title or interest it may have in, to or under any of the Trademark Collateral; and

(c) authorizes the recordation of this Release with the United States Patent and Trademark Office at the Grantor's expense, to the extent applicable.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ELDRIDGE CORPORATE FUNDING LLC, as Collateral Agent



By: Anthony D. Minella

Name: Anthony D. Minella

Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| 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 |