# CH \$490.00 8725880

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM575051

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROCKWELL MEDICAL, INC.		03/16/2020	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP
Street Address:	777 Third Avenue
Internal Address:	25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: NEW YORK

### **PROPERTY NUMBERS Total: 19**

Serial Number:87258802EZ-CARBRegistration Number:2705651ROCKWELLRegistration Number:2560799ROCKWELL MEDICAL TECHNOLOGIESRegistration Number:2554474DRI-SATESerial Number:75462702DRI-CARBRegistration Number:2351231STERILYTERegistration Number:2361989A NEW ATTITUDE IN DIALYSISRegistration Number:3029776RENALPURERegistration Number:3851758CITRAPURESerial Number:78885466PURE-CITRASerial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICALRegistration Number:4837260TRIFERIC	(		Number	Property Type
Registration Number: 2560799 ROCKWELL MEDICAL TECHNOLOGIES Registration Number: 2554474 DRI-SATE Serial Number: 75462702 DRI-CARB Registration Number: 2351231 STERILYTE Registration Number: 2361989 A NEW ATTITUDE IN DIALYSIS Registration Number: 2361988 A LITTLE EXTRA EFFORT IS THE DIFFE Registration Number: 3029776 RENALPURE Registration Number: 3851758 CITRAPURE Serial Number: 78885466 PURE-CITRA Serial Number: 78885457 CITRÉ Registration Number: 3361727 DRI-SATE Serial Number: 77844663 IMPROVING PATIENT OUTCOMES WITH Registration Number: 4416854 ROCKWELL MEDICAL		EZ-C	87258802	Serial Number:
Registration Number: 2554474 DRI-SATE  Serial Number: 75462702 DRI-CARB  Registration Number: 2351231 STERILYTE  Registration Number: 2361989 A NEW ATTITUDE IN DIALYSIS  Registration Number: 2361988 A LITTLE EXTRA EFFORT IS THE DIFFE  Registration Number: 3029776 RENALPURE  Registration Number: 3851758 CITRAPURE  Serial Number: 78885466 PURE-CITRA  Serial Number: 78885457 CITRÉ  Registration Number: 3361727 DRI-SATE  Serial Number: 77844663 IMPROVING PATIENT OUTCOMES WITH Registration Number: 4416854 ROCKWELL MEDICAL		ROC	2705651	Registration Number:
Serial Number:75462702DRI-CARBRegistration Number:2351231STERILYTERegistration Number:2361989A NEW ATTITUDE IN DIALYSISRegistration Number:2361988A LITTLE EXTRA EFFORT IS THE DIFFERegistration Number:3029776RENALPURERegistration Number:3851758CITRAPURESerial Number:78885466PURE-CITRASerial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL	ES, INC.	ROC	2560799	Registration Number:
Registration Number:2351231STERILYTERegistration Number:2361989A NEW ATTITUDE IN DIALYSISRegistration Number:2361988A LITTLE EXTRA EFFORT IS THE DIFFERegistration Number:3029776RENALPURERegistration Number:3851758CITRAPURESerial Number:78885466PURE-CITRASerial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL		DRI-	2554474	Registration Number:
Registration Number: 2361989 A NEW ATTITUDE IN DIALYSIS Registration Number: 2361988 A LITTLE EXTRA EFFORT IS THE DIFFE Registration Number: 3029776 RENALPURE Registration Number: 3851758 CITRAPURE Serial Number: 78885466 PURE-CITRA Serial Number: 78885457 CITRÉ Registration Number: 3361727 DRI-SATE Serial Number: 77844663 IMPROVING PATIENT OUTCOMES WITH Registration Number: 4416854 ROCKWELL MEDICAL		DRI-	75462702	Serial Number:
Registration Number: 2361988 A LITTLE EXTRA EFFORT IS THE DIFFE Registration Number: 3029776 RENALPURE Registration Number: 3851758 CITRAPURE Serial Number: 78885466 PURE-CITRA Serial Number: 78885457 CITRÉ Registration Number: 3361727 DRI-SATE Serial Number: 77844663 IMPROVING PATIENT OUTCOMES WITH Registration Number: 4416854 ROCKWELL MEDICAL		STE	2351231	Registration Number:
Registration Number:3029776RENALPURERegistration Number:3851758CITRAPURESerial Number:78885466PURE-CITRASerial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL		A NE	2361989	Registration Number:
Registration Number:3851758CITRAPURESerial Number:78885466PURE-CITRASerial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL	FERENCE	A LI	2361988	Registration Number:
Serial Number:78885466PURE-CITRASerial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL		REN	3029776	Registration Number:
Serial Number:78885457CITRÉRegistration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL		CITE	3851758	Registration Number:
Registration Number:3361727DRI-SATESerial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL		PUR	78885466	Serial Number:
Serial Number:77844663IMPROVING PATIENT OUTCOMES WITHRegistration Number:4416854ROCKWELL MEDICAL		CITE	78885457	Serial Number:
Registration Number: 4416854 ROCKWELL MEDICAL		DRI-	3361727	Registration Number:
	/ITH INNOVATI	IMPI	77844663	Serial Number:
Registration Number: 4837260 TRIFERIC		ROC	4416854	Registration Number:
		TRIF	4837260	Registration Number:
Registration Number: 4970210 TRIFERIC FERRIC PYROPHOSPHATE 0	E CITRATE	TRIF	4970210	Registration Number:
Registration Number: 5226831			5226831	Registration Number:

TRADEMARK REEL: 006931 FRAME: 0239

900547904

Property Type	Number	Word Mark
Registration Number:	4915202	

#### CORRESPONDENCE DATA

**Fax Number:** 7137547550

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.

**Phone:** 7133743550

Email: sheffieldl@gtlaw.com
Correspondent Name: Lucresha M. Sheffield
Address Line 1: 1000 Louisiana St

Address Line 2: Suite 1700

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	176634-010900
NAME OF SUBMITTER:	Lucresha M. Sheffield
SIGNATURE:	/Lucresha M. Sheffield/
DATE SIGNED:	05/06/2020

#### **Total Attachments: 6**

source=49258540\_v 4\_Innovatus (Rockwell)- IP Security Agreement- LSA- Innnovatus (GT)- Mar-2020 (002)#page1.tif

source=49258540\_v 4\_Innovatus (Rockwell)- IP Security Agreement- LSA- Innnovatus (GT)- Mar-2020 (002)#page2.tif

source=49258540\_v 4\_Innovatus (Rockwell)- IP Security Agreement- LSA- Innnovatus (GT)- Mar-2020 (002)#page3.tif

source=49258540\_v 4\_Innovatus (Rockwell)- IP Security Agreement- LSA- Innnovatus (GT)- Mar-2020 (002)#page10.tif

source=49258540\_v 4\_Innovatus (Rockwell)- IP Security Agreement- LSA- Innnovatus (GT)- Mar-2020 (002)#page11.tif

source=49258540\_v 4\_Innovatus (Rockwell)- IP Security Agreement- LSA- Innnovatus (GT)- Mar-2020 (002)#page12.tif

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 16, 2020, by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and ROCKWELL MEDICAL, INC., a Delaware corporation ("Grantor").

#### **RECITALS**

- A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, powers or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

[Balance of Page Intentionally Left Blank]

ACTIVE 49258540v3

executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ROCKWELL MEDICAL, INC.

By

30142 Wixom Road
Wixam, MI 48393

Attn:

Title: Stuart Paul, its Chief Executive Officer

COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND I, LP

By: Innovatus Life Sciences GP, LP

Its: General Partner

777 Third Avenue, 25th Floor

New York, NY 10017

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

	GRANTOR:
Address of Grantor:	ROCKWELL MEDICAL, INC.
30142 Wixom Road Wixam, MI 48393	By:
Attn:	Title:
	COLLATERAL AGENT:
Address of Lender:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP
777 Third Avenue, 25th Floor	By: Innovatus Life Sciences GP, LP Its: General Partner By:
New York, NY 10017	Title: ANDER 12-2/ SISM # 155

# EXHIBIT C

# Trademarks

Description  EZ-CARB	<u>Country</u>	<u>Status</u>			Registration	Registration
EZ-CARB			<u>Serial</u> Number	Serial File Date	No.	File Date
	US	Pending	87/258802	12/6/16		
ROCKWELL	US	Registered	75/462226	4/6/1998	2705651	4/15/2003
ROCKWELL	US	1108121111				
MEDICAL	0 ~			11611000		1/4 / / 0 0 0 0
TECHNOLOGIES,		Registered	75/463275	4/6/1998	2560799	4/16/2002
INC.						
DRI-SATE	US	Registered	75/462704	4/6/1998	2554474	4/2/2002
DRI-CARB	US	Inactive	75/462702	4/6/1998		
STERILYTE	US	Registered	75/488441	5/20/1998	2351231	5/23/2000
A NEW ATTITUDE IN	US		75/712000	5/17/1000	2261090	(/27/2000
DIALYSIS		Registered	75/712099	5/17/1999	2361989	6/27/2000
A LITTLE EXTRA	US					
EFFORT IS THE						
DIFFERENCE		Registered	75/712098	5/17/1999	2361988	6/27/2000
BETWEEN GOOD						
AND GREAT						
RENALPURE	US	Registered	76/539654	8/25/2003	3029776	12/13/2005
CITRAPURE	US	Registered	78/885375	5/17/2006	3851758	9/21/2010
PURE-CITRA	US	Inactive	78/885466	5/17/2006		
CITRE	US	Inactive	78/885457	5/17/2006		
DRI-SATE	US	Registered	77/155100	4/12/2007	3361727	1/1/2008
IMPROVING	US					
PATIENT OUTCOMES						
WITH INNOVATIVE		Inactive	77/844663	10/8/2009		
CRITICAL CARE						
DRUG THERAPIES						
ROCKWELL	US	Registered	85/661495	6/26/2012	4416854	10/15/2013
MEDICAL	TIC		06/02/014	0/12/2012	1027260	10/20/2017
TRIFERIC	US	Registered	86/036014	8/13/2013	4837260	10/20/2015
TRIFERIC FERRIC PYROPHOSPHATE	US	D	06/505120	4/2/2015	4070210	5/21/2016
CITRATE AND LOGO		Registered	86/585130	4/2/2015	4970210	5/31/2016
BLOOD DROP	US					
CHARACTER DESIGN	03	Registered	87/201862	10/13/2016	5226831	6/20/2017
TRIFERIC LOGO	US	Registered	86/585143	4/2/2015	4915202	3/8/2016
TRIFERIC	Albania	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Antigua	Docketed	1202002	0/24/2013	1202002	0/24/2013
TRIFERIC	Argentina	Filed	3448780	10/14/2015		
TRIFERIC	Armenia	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Australia	Registered	1262082	6/24/2015	1717215	6/24/2015
TRIFERIC	Azerbaijan	Docketed	1202002	0/24/2013	1/1/213	0,24,2013
TRIFERIC	Bahrain	Docketed				
TRIFERIC	Belarus	Registered	1262082	6/24/2015	1262082	6/24/2015
	Bosnia-				1202002	0,2.,2015
TRIFERIC	Herzegovina	Filed	1262082	6/24/2015		
TRIFERIC	Brazil	Filed	910107459	10/8/2015		
TRIFERIC	Canada	Filed	1734606	6/25/2015		
TRIFERIC	Caribbean	Docketed	1751000	0,25,2015		

ACTIVE 49258540v3

	Netherlands	Τ				
TRIFERIC	Chile	Registered	1173983	10/13/2015	1247649	4/13/2017
TRIFERIC	China P.R.	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Colombia	Registered	1262082	6/24/2015	532134	6/24/2015
TRIFERIC	Community Trademark	Filed	1262082	6/24/2015	332131	3/21/2010
TRIFERIC	Cuba	Docketed				
TRIFERIC	Curação	Docketed				
TRIFERIC	Democratic People's Republic of Korea	Inactive				
TRIFERIC	Egypt	Filed	1262082	6/24/2015		
TRIFERIC	Georgia	Docketed				
TRIFERIC	Hong Kong	Registered	303462994	7/6/2015	303462994	12/29/2015
TRIFERIC	Iceland	Docketed				
TRIFERIC	India	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	International	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Iran	Filed	1262082	6/24/2015		
TRIFERIC	Israel	Filed	1262082	6/24/2015		
TRIFERIC	Japan	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Jordan	Registered	148308	7/14/2016	148308	3/28/2017
TRIFERIC	Kazakhstan	Docketed				
TRIFERIC	Kenya	Docketed				
TRIFERIC	Kuwait	Filed	180930	6/16/2016		
TRIFERIC	Kyrgyzstan	Docketed	100720	0,10,2010		
TRIFERIC	Lebanon	Registered	53668/2016	7/14/2016	175194	7/26/2016
TRIFERIC	Liechtenstein	Docketed	23000,2010	77172010	173171	772072010
TRIFERIC	Macao	Registered	N/102158	7/29/2015	N/102158	1/14/2016
TRIFERIC	Macedonia	Filed	1262082	6/24/2015	14/102130	1/11/2010
TRIFERIC	Madagascar	Docketed	1202002	0/21/2015		
TRIFERIC	Mexico	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Moldova	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Monaco	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Mongolia	Docketed	1202002	0/24/2013	1202002	0/24/2013
TRIFERIC	Montenegro	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Morocco	Docketed	1202002	0/24/2013	1202082	0/24/2013
TRIFERIC	New Zealand	Registered	1262082	6/24/2015	1026537	6/24/2015
TRIFERIC	Norway Norway	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Oman	Filed	1262082	6/24/2015	1202002	0/24/2013
TRIFERIC	Peru	Registered	636405	10/7/2015	233505	1/22/2016
TRIFERIC	Peru Philippines	Registered	PH-M-0- 1262082	6/24/2015	M-0- 1262082	12/3/2015
TRIFERIC	Qatar	Filed	1202082	7/26/2016	1202002	
TRIFERIC	Republic of Korea	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Russian Federation	Filed	1262082	6/24/2015		
TRIFERIC	Saotome/PR	Docketed				
TRIFERIC	Saudi Arabia	Registered	1437021785	6/29/2016	1437021785	10/27/2016
TRIFERIC	Serbia- Montenegro	Docketed				
TRIFERIC	Sierra Leone	Docketed				
TRIFERIC	Singapore	Registered	1262082	6/24/2015	1262082	6/24/2015

ACTIVE 49258540v3

TRIFERIC	Sint Maarten	Docketed				
TRIFERIC	Sudan	Docketed				
TRIFERIC	Switzerland	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Syria	Docketed				
TRIFERIC	Taiwan	Registered	104060735	10/14/2015	1787566	9/1/2016
TRIFERIC	Tajikistan	Docketed				
TRIFERIC	Turkey	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	Turkmenistan	Docketed				
TRIFERIC	Ukraine	Registered	1262082	6/24/2015	1262082	6/24/2015
TRIFERIC	United Arab Emirates	Registered	255643	6/25/2016	255643	1/26/2017
TRIFERIC	Uzbekistan	Docketed				
TRIFERIC	Vietnam	Docketed				
TRIFERIC	Zambia	Docketed				

ACTIVE 49258540v3

**RECORDED: 05/06/2020**