

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870738

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EVOQUA WATER TECHNOLOGIES LLC | | 07/10/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ROCKWELL MEDICAL INC. | | |
| Street Address: | 30142 WIXOM RD | | |
| City: | WIXOM | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48393 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1483015 | CENTRISOL | |
| Registration Number: | 1483016 | RENASOL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6169578196 | | |
| <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: | 6169499610 | | |
| Email: | ptomail@priceheneveld.com | | |
| Correspondent Name: | MATTHEW J. GIPSON PRICE HENEVELD LLP | | |
| Address Line 1: | PO BOX 2567 | | |
| Address Line 2: | 3400 INNOVATION CT SE | | |
| Address Line 4: | GRAND RAPIDS, MICHIGAN 49501 | | |
| NAME OF SUBMITTER: | Matthew J. Gipson | | |
| SIGNATURE: | /Matthew J. Gipson/ | | |
| DATE SIGNED: | 01/23/2024 | | |
| Total Attachments: 4 | | | |
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| source=ROC004A336_AssignAgt#page2.tif | | | |
| source=ROC004A336_AssignAgt#page3.tif | | | |

OP \$65.00 1483015

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**Agreement**”) dated as of July 10, 2023 (the “**Effective Date**”), is made by and between Evoqua Water Technologies LLC, a Delaware limited liability company (“**Assignor**”), and Rockwell Medical Inc., a Delaware corporation (“**Assignee**”) (each, a “**Party**,” and, together, the “**Parties**”).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 10, 2023 (the “**APA**”), by and between Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver, and Assignee has agreed to purchase and acquire from Assignor, the Purchased Intellectual Property set forth in Exhibit A attached hereto (the “**Assigned IP**”); and

WHEREAS, the Parties have agreed to enter into this Agreement for Assignor to sell, convey, transfer, assign and deliver all right, title and interest in and to the Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, including the consideration paid to Assignor by Assignee as set forth in the APA, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the APA.

2. Assignment. Effective as of 12:01 a.m. (ET) on the Effective Date, Assignor, on behalf of itself and its Affiliates, hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts the sale, conveyance, transfer, assignment and delivery from Assignor, free and clear of all Encumbrances (except for Permitted Encumbrances), for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s and each of its Affiliates’ successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor and its Affiliates if this assignment had not been made, of (a) all of the rights, title and interest in and to the Assigned IP, (b) all goodwill associated with the Assigned IP (c) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and pertain solely to the Assigned IP; and (ii) sublicenseable or assignable; (d) all royalties, fees, income, payments, and other proceeds that accrue on or after the Closing Date; and (e) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

3. Recordation. Assignor hereby authorizes and requests the relevant officials of, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and each of their respective counterparts in any applicable jurisdiction in the

world (each, an “**IP Office**”), to take all necessary actions to record Assignee as the owner of any Assigned IP. Assignor hereby acknowledges and agrees that Assignee, itself or through any designee (and, for clarity, any of its successors or assigns) shall have the right to record any short-form intellectual property assignment agreement(s) and other required documents, with any IP Office so as to record and perfect the assignment, and Assignee’s (or any of its successors’ or assigns’) ownership of, the Assigned IP at Assignee’s cost and expense.

4. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Each Party agrees to execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every further reasonable act, deed, conveyance, transfer and assurance necessary to assure their compliance with the terms, provisions, purposes and intents of this Agreement and the effectiveness of the rights, benefits and remedies provided for hereby. If Assignee is unable, after reasonable effort, to secure Assignor’s signature on any such documentation to perfect Assignee’s title to the Assigned IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact, to act for and in Assignor’s behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to perfect Assignee’s title to the Assigned IP.

5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court sitting in the State of Delaware, and each Party irrevocably consents to and submits to such venue.

6. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.


7. Counterparts; Execution by Electronic Means. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of facsimile or other electronic device shall be treated as though such reproductions are executed originals.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNOR:

EVOQUA WATER TECHNOLOGIES LLC

By:  _____

Name: Rodney O. Auick

Title: Executive Vice President

ASSIGNEE:

ROCKWELL MEDICAL INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNOR:

EVOQUA WATER TECHNOLOGIES LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

ROCKWELL MEDICAL INC.

By: Mark Strobeck _____

Name: Mark Strobeck

Title: President and Chief Executive Officer

[Signature Page to the Intellectual Property Assignment Agreement]