

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632617

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation, Joinder & Amendment to Security Agreement (Term)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radius Health, Inc.		03/03/2021	Corporation: DELAWARE
Radius Pharmaceuticals, Inc.		03/03/2021	Corporation: DELAWARE
Radius Health Ventures, Inc.		03/03/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Midcap Financial Trust, as agent
Street Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3687535	RADIUS
Registration Number:	5433991	TYMLOS
Serial Number:	88760408	SYNCAN
Serial Number:	87796289	RADIUS
Serial Number:	87698393	TIMLOZE
Serial Number:	88640220	TYMLOS
Serial Number:	88684064	VENSITY
Serial Number:	86953474	VENSITY

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 7036106100

Email: boxip@hoganlovells.com

Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP

Address Line 1: 8350 Broad Street, 17th Floor

Address Line 2: Attn: Box Intellectual Property

Address Line 4: Tysons, VIRGINIA 22102

TRADEMARK

NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	03/17/2021
Total Attachments: 8 source=Reaffirmation Agreement TM (TL) (002)#page1.tif source=Reaffirmation Agreement TM (TL) (002)#page2.tif source=Reaffirmation Agreement TM (TL) (002)#page3.tif source=Reaffirmation Agreement TM (TL) (002)#page4.tif source=Reaffirmation Agreement TM (TL) (002)#page5.tif source=Reaffirmation Agreement TM (TL) (002)#page6.tif source=Reaffirmation Agreement TM (TL) (002)#page7.tif source=Reaffirmation Agreement TM (TL) (002)#page8.tif	

OMNIBUS REAFFIRMATION AGREEMENT AND JOINDER AND AMENDMENT TO PLEDGE AGREEMENT AND INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **OMNIBUS REAFFIRMATION AGREEMENT AND JOINDER AND AMENDMENT TO PLEDGE AGREEMENT AND INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of this 3rd day of March, 2021, by and among **RADIUS HEALTH, INC.**, a Delaware corporation (“**Radius Health**”), **RADIUS PHARMACEUTICALS, INC.**, a Delaware corporation (“**Radius Pharma**” and together with Radius Health, the “**Original Obligor**”), **RADIUS HEALTH VENTURES, INC.** (“**Radius Ventures**” or the “**New Obligor**” and the New Obligor, together with the Original Obligor, the “**Obligor**” and each, a “**Obligor**”) and **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Lenders party to the Amended and Restated Credit Agreement (defined below). All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Credit Agreement.

W I T N E S S E T H:

A. The Original Obligor, Agent and the Lenders party thereto have entered into that certain Credit and Security Agreement (Term Loan), dated as of January 10, 2020 (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), pursuant to which the Lenders party thereto made loans and other financial accommodations to the Borrowers (as defined in the Existing Credit Agreement), subject to the terms and conditions set forth therein.

B. The Original Obligor and Agent have entered into that certain Pledge Agreement, dated as of January 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Original Pledge Agreement**”; the Original Pledge Agreement, as amended hereby, the “**Pledge Agreement**”), pursuant to which the Pledgors (as defined therein) have granted to Agent a security interest in certain equity interests set forth therein to secure the Obligations under the Existing Credit Agreement.

C. The Original Obligor and Agent have entered into that certain Intellectual Property Security Agreement, dated as of January 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Original IPSA**”; the Original IPSA, as amended hereby, the “**IPSA**”), pursuant to which the Grantors (as defined therein) have granted to Agent a security interest in certain equity interests set forth therein to secure the Obligations under the Existing Credit Agreement.

D. In connection with the Existing Credit Agreement, the Original Obligor have previously reviewed, consented to and, if applicable, executed various other agreements, documents and instruments in connection with the Existing Credit Agreement, including, without limitation, all Financing Documents (excluding the Existing Credit Agreement and any separate fee letters) in effect immediately prior to giving effect to the Closing Date (together with the Original Pledge Agreement and the Original IPSA, collectively, the “**Existing Financing Documents**”).

E. The Obligor, Agent and the Lenders party thereto have agreed to amend and restate the Existing Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Amended and Restated Credit and Security Agreement (Term Loan) of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”) by and among the Obligor, Agent and the Lenders party thereto.

F. The New Obligor will join the Amended and Restated Credit Agreement as a Borrower thereunder and in connection therewith, desires to join the Pledge Agreement, the IPSA and the other applicable Existing Financing Documents as a party thereto.

G. Each Obligor shall derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the provisions of the Amended and Restated Credit Agreement.

H. One of the conditions precedent to Agent and the Lenders entering into the Amended and Restated Credit Agreement is that each Obligor execute and deliver this Agreement, among other things, to (i) acknowledge and agree that the Existing Financing Documents, and the liens, security interests granted and issued thereunder, secure the Obligations and (ii) join the New Obligor to the Pledge Agreement, the IPSA and the other applicable Existing Financing Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each of the undersigned hereby agrees as follows:

1. References Contained in the Existing Financing Documents. All references in the Existing Financing Documents to the “Obligations” to Agent and the Lenders shall be deemed to refer to, without limitation, the “Obligations” of the Obligors under, pursuant to and as defined in the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Credit Agreement” shall be deemed to refer to the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Lenders” (or words of similar import) shall be deemed to refer to the Lenders under the Amended and Restated Credit Agreement.

2. Joinder. Each New Obligor hereby joins in, adopts and becomes (i) a Pledgor (as defined in the Pledge Agreement) and an Issuer (as defined in the Pledge Agreement) under the Pledge Agreement, (ii) a Grantor (as defined in the IPSA) under the IPSA, and (iii) party to the other Financing Documents applicable to it as a Borrower under the Amended and Restated Credit Agreement. Each party hereto agrees that all references to (x) “Borrower” or “Borrowers” contained in the Financing Documents, (y) “Issuer” or “Issuers” contained in the Pledge Agreement and (z) “Grantor” or “Grantors” contained in the IPSA are hereby deemed for all purposes to also refer to and include the New Obligor as a Borrower, Issuer or Grantor, as applicable, and the New Obligor hereby agrees to comply with all of the terms and conditions of the Financing Documents as if the New Obligor was an original signatory thereto. Consistent with the intent of the parties and in consideration of the accommodations set forth herein, as further security for the prompt payment in full of all Obligations, and without limiting any other grant of a Lien and security interest in the Amended and Restated Credit Agreement, the New Obligor hereby collaterally assigns and grants to Agent, for the benefit of itself and Lenders, and subject only to Permitted Liens and Excluded Perfection Assets, a continuing first priority Lien on and security interest in, upon, and to all of such New Obligor’s right, title and interest in and to all property and assets of such New Obligor that constitute Intellectual Property Collateral, described in the IPSA.

3. Amendment to IPSA. In connection herewith, the parties hereto desire to amend and restate the exhibits to the IPSA in their entirety without constituting a novation. Each Obligor, including the New Obligor, hereby represents and warrants to Agent, for the benefit of the Lenders, that such exhibits attached hereto as Exhibit A, Exhibit B, and Exhibit C accurately and completely set forth the information required pursuant to the IPSA as of the date hereof, and, notwithstanding anything to the contrary set forth herein, references in the IPSA to information in the exhibits being “as of the Closing Date” (or words of similar import) shall mean as of the date hereof. Delivery of such disclosures shall not

relieve or otherwise constitute a waiver by Agent or any Lender or a cure of any Default or Event of Default under the Existing Credit Agreement resulting in connection with the matters disclosed or a breach of the underlying covenant, representation or warranty (regardless of such disclosure).

4. Amendment to Pledge Agreement. Each Obligor, including the New Obligor, hereby agrees that the schedules attached hereto as Exhibit D are true and correct as of the date hereof and reflect the joinder of the New Obligor as an Issuer under the Pledge Agreement and shall be deemed to be added to the schedules of the same number in the Pledge Agreement and shall be deemed attached thereto and become a part thereof and become a part of the Pledged Collateral referred to in the Pledge Agreement.

5. Reaffirmation. In connection with the execution and delivery of the Amended and Restated Credit Agreement, each Obligor, as borrower, debtor, grantor, pledgor or assignor, as applicable, or in any other similar capacities in which such Person grants Liens or security interests in its property, as the case may be, in any case under the Existing Financing Documents, including without limitation each document to which such Obligor is a party thereto set forth on Schedule A hereto, hereby (i) ratifies and reaffirms all of its payment, performance and observance obligations and liabilities, whether contingent or otherwise, under each of such Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents, to which it is a party, and (ii) to the extent such Obligor granted Liens on or security interests in any of its property pursuant to any such Existing Financing Documents as security for the Obligations, ratifies and reaffirms such grant of security and confirms and agrees that such Liens and security interests hereafter secure all of the Obligations under the Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents, in each case including, without limitation, all obligations, indebtedness and liabilities resulting from the Amended and Restated Credit Agreement, and as if each reference in such Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents, to the obligations, indebtedness and liabilities secured thereby are construed hereafter to mean and refer to such obligations, indebtedness and liabilities under the Amended and Restated Credit Agreement and the other Financing Documents, including, without limitation, the Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents.

Each Obligor acknowledges receipt of a copy of the Amended and Restated Credit Agreement and the Financing Documents executed and delivered in connection therewith and acknowledges that each of the Existing Financing Documents, as amended hereby and as amended by the Amended and Restated Credit Agreement and the other Financing Documents, remains in full force and effect and hereby is ratified and confirmed. The execution and delivery of this Agreement, and the performance of each Obligor's obligations hereunder, shall not (i) operate as a waiver of any right, power or remedy of Agent or the Lenders, (ii) constitute a waiver of any provision of any of the Existing Financing Documents, or (iii) constitute a novation of any of the Obligations under the Existing Credit Agreement or the Financing Documents (including, without limitation, the Existing Financing Documents). Each Obligor agrees that this Agreement constitutes a "Financing Document" under the Amended and Restated Credit Agreement.

6. Representations and Warranties. Each Obligor hereby confirms to Agent that the representations and warranties set forth in the Existing Financing Documents (excluding the Existing Credit Agreement), as amended by this Agreement, made by such Obligor are true and correct in all material respects on and as of the date hereof as if such representation or warranty were made on and as of the date hereof; provided, however, that (A) such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof and (B) those representations and warranties expressly referring to a specific date shall be true, correct and

complete in all material respects as of such date. Each Obligor hereby represents and warrants to Agent that: (i) such Person has the power and is duly authorized to enter into, deliver and perform this Agreement; (ii) upon the execution and delivery hereof, this Agreement shall be valid, binding and enforceable upon such Person in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally); (iii) Agent has and shall continue to have, to the extent required by the Amended and Restated Credit Agreement, valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral granted by the Obligors to Agent, for the benefit of Agent and each Lender, pursuant to the Financing Documents, the Existing Financing Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) no Default or Event of Default has occurred and is continuing.

7. No Further Amendments; Ratification of Liability; Effect. Except as amended hereby, each of the Existing Financing Documents (excluding the Existing Credit Agreement) shall remain in full force and effect in accordance with their respective terms. Each Obligor hereby ratifies and confirms its liabilities, obligations and agreements under the Existing Financing Documents (excluding the Existing Credit Agreement), all as amended by this Agreement, and acknowledges that (i) such Obligor, to the best of its knowledge, has no defenses, claims or set-offs to the enforcement by Agent of such liabilities, obligations and agreements, (ii) Agent and the Lenders have fully performed all obligations to such Persons which Agent and the Lenders may have had or have on and as of the date hereof and (iii) neither Agent nor any of the Lenders waives, diminishes or limits any term, condition or covenant contained in the Existing Financing Documents (excluding the Existing Credit Agreement).

8. Successors and Assigns. This Agreement shall be binding upon the Obligors and their successors and assigns and shall inure to the benefit of Agent and the Lenders and their respective successors and permitted assigns; all references herein to the Obligors shall be deemed to include its respective successors and assigns. The successors and assigns of such Persons shall include, without limitation, their respective receivers, trustees or debtors-in-possession.

9. Further Assurances. The Obligors hereby agree from time to time, as and when reasonably requested by Agent, to execute and deliver or cause to be executed and delivered (or otherwise authorized), all such documents, instruments and agreements, including, without limitation, any UCC financing statements (including, without limitation, any initial financing statements or in lieu financing statements), and to take or cause to be taken such further or other action as Agent may reasonably deem necessary in order to carry out the intent and purposes of this Agreement, the Amended and Restated Credit Agreement and the other Financing Documents, in each case as amended hereby.

10. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

11. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

12. Waiver of Jury Trial. THE OBLIGORS AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE OBLIGORS AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS

WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE OBLIGORS AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

10. Indemnification. The Obligors acknowledge their indemnification obligations pursuant to Section 11.6 of the Amended and Restated Credit Agreement.

11. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter thereof.

13. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. Delivery of an executed counterpart of this Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

14. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the undersigned as of the day and year first set forth above.

OBLIGORS:

**RADIUS HEALTH, INC.
RADIUS PHARMACEUTICALS, INC.
RADIUS HEALTH VENTURES, INC.**

By: 

Name: G. Kelly Martin

Title: President and Chief Executive Officer

AGENT:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT C
Trademarks

Registered Trademarks:

Owner	Mark	Registration No.	Registration Date
Radius Health, Inc.	RADIUS	3687535	22-Sep-09
Radius Health, Inc.	TYMLOS	5433991	27-March-18

Trademark Applications:

Applicant	Mark	Application No.	Application Date
Radius Pharmaceuticals, Inc.	SYNCAN	88-760-408	15-Jan-20
Radius Health, Inc.	RADIUS	87-796,289	13-Feb-18
Radius Health, Inc.	TIMLOZE	87-698,393	27-Nov-17
Radius Health, Inc.	TYMLOS	88-640,220	03-Oct-19
Radius Health, Inc.	VENSTTY	88-684,064	07-Nov-19
Radius Health, Inc.	VENSTTY	86-953,474	25-Mar-16