

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TherapeuticsMD, Inc.		05/01/2018	Corporation: NEVADA
VitaMedMD, LLC		05/01/2018	Limited Liability Company: DELAWARE
BocaGreenMD, Inc.		05/01/2018	Corporation: NEVADA
VitaCare Prescription Services, Inc.		05/01/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, as agent		
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4430100	BOCAGREENMD	
<b>Registration Number:</b>	4568945	BOCAGREENMD	
<b>Registration Number:</b>	4607073	FEPLUS	
<b>Registration Number:</b>	4581759	FOLMAX	
<b>Registration Number:</b>	4271087		
<b>Registration Number:</b>	4444914	PRENA1	
<b>Registration Number:</b>	4314431	REDICHEW	
<b>Registration Number:</b>	4580454	THERAPEUTICSMD	
<b>Registration Number:</b>	4580455	VITAMEDMD	
<b>Registration Number:</b>	3842265	VITAMEDMD	
<b>Registration Number:</b>	4271086	VITAMEDMD	
<b>Registration Number:</b>	5028550	VITATRUE	
<b>Registration Number:</b>	4313444	OPERA	
<b>Registration Number:</b>	5051435	VITAMOM	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87744084	BIJUVA
Serial Number:	86420482	BIJUVA
Serial Number:	86420486	DUENTICA
Serial Number:	87327866	FLIRTAYIS
Serial Number:	87398429	FOREVHER
Serial Number:	87327869	IMVEXXY
Serial Number:	86420511	OVANATA
Serial Number:	87498387	SYMBODA
Serial Number:	86420494	SYMEPTO
Serial Number:	86420507	VIEPA
Serial Number:	86194402	VITAMOM
Serial Number:	86502418	XUBIVVA
Serial Number:	86420501	YUTHENA
Serial Number:	86502423	YUVVEXY
Serial Number:	87126380	
Serial Number:	87126398	
Serial Number:	87340782	BIO-IGNITE

**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:** Valerie Brennan

**Address Line 1:** 7930 Jones Branch Drive, 9th Floor, Attn

**Address Line 2:** Attn: Box Intellectual Property

**Address Line 4:** McLean, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	Valerie Brennan
<b>SIGNATURE:</b>	/VB/
<b>DATE SIGNED:</b>	05/02/2018

**Total Attachments: 8**

- source=MidCap\_TXMD IP Security Agreement Trademark#page1.tif
- source=MidCap\_TXMD IP Security Agreement Trademark#page2.tif
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- source=MidCap\_TXMD IP Security Agreement Trademark#page4.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 1st day of May 2018 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **THERAPEUTICSMD, INC.** a Nevada corporation ("Parent"), **VITAMEDMD, LLC** a Delaware limited liability company ("vitaMedMD"), **BOCAGREENMD, INC.**, a Nevada corporation ("BocaGreenMD") and **VITACARE PRESCRIPTION SERVICES, INC.**, a Florida corporation ("VitaCare" and VitaCare together with Parent, vitaMedMD, BocaGreenMD and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR 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 INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES 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 GRANTOR 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.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security 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.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

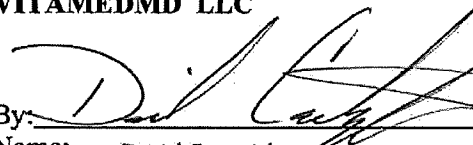
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

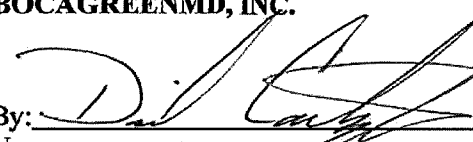
**THERAPEUTICSMD, INC**

By:   
Name: Daniel Cartwright  
Title: Chief Financial Officer


**VITAMEDMD LLC**

By:   
Name: Daniel Cartwright  
Title: Chief Financial Officer

**BOCAGREENMD, INC.**

By:   
Name: Daniel Cartwright  
Title: Chief Financial Officer

**VITACARE PRESCRIPTION SERVICES, INC.**

By:   
Name: Daniel Cartwright  
Title: Chief Financial Officer

Address:

6800 Broken Sound Parkway NW  
3<sup>rd</sup> Floor  
Boca Raton, FL 33487

Attn: [ Daniel Cartwright ]  
Facsimile: [ (561) 431 - 3389 ]  
E-Mail: [ dcartwright@therapeuticsMD.com ]

**AGENT:**

**MIDCAP FINANCIAL TRUST**

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

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

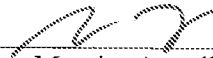

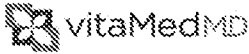
By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

EXHIBIT C

Trademarks

Registered Trademarks

	<u>Registration Number</u>	<u>Trademark or Design</u>	<u>Registration Date (mm/dd/yy)</u>	<u>Country</u>
1.	4430100	BOCAGREENMD	11/05/13	US
2.	4568945	BOCAGREENMD	07/15/14	US
3.	4607073	FEPLUS	09/16/14	US
4.	4581759	FOLMAX	08/05/14	US
5.	4271087		01/08/13	US
6.	4444914	PRENA1	12/03/13	US
7.	4314431	REDICHEW	04/02/13	US
8.	4580454	THERAPEUTICSMD	08/05/14	US
9.	013048871	THERAPEUTICSMD	11/26/14	EU
10.	5714724	THERAPEUTICSMD	10/31/14	JP
11.	4580455	VITAMEDMD	08/05/14	US
12.	3842265	VITAMEDMD	10/31/10	US
13.	4271086		01/08/13	US
14.	5028550	VITATRUE	08/23/16	US



Pending Trademark Applications or Pending Designs



	Serial Number	Trademark or Design	Filing Date (mm/dd/yy)	Country
1	87744084	BIJUVA	01/04/18	US
2	86420482	BIJUVA	10/10/14	US
3	86420486	DUENTICA	10/10/14	US
4	87327866	FLIRTAYIS	02/07/17	US
5	87398429	FOREVHER	04/04/17	US
6	87327869	IMVEXXY	02/07/17	US
7	86420511	OVANATA	10/10/14	US
8	87498387	SYMBODA	06/20/17	US
9	86420494	SYMEPTO	10/10/14	US
1	86420507	VIEPA	10/10/14	US
1	86194402	VITAMOM	02/14/14	US
1	86502418	XUBIVVA	01/13/15	US
1	86420501	YUTHENA	10/10/14	US
1	86502423	YUVVEXY	01/13/15	US
1	87126380		08/03/16	US
1	87126398		08/03/16	US

EXHIBIT D

Mask Works

**SERVICE MARKS**

Registered Service Marks or Designs

	<u>Registration Number</u>	<u>Service Mark or Design</u>	<u>Registration Date (mm/dd/yy)</u>	<u>Country</u>
1	4313444	OPERA	04/02/13	US
2	5051435	VITAMOM	09/27/16	US

Pending Service Mark Applications or Designs

	<u>Serial Number</u>	<u>Service Mark or Design</u>	<u>Filing Date (mm/dd/yy)</u>	<u>Country</u>
1	87340782	BIO-IGNITE	02/17/17	US