

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAPEUTICSMD, INC.		04/24/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC.		
Street Address:	888 7th Avenue, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4430100	BOCAGREENMD	
Registration Number:	4568945	BOCAGREENMD	
Registration Number:	4607073	FEPLUS	
Registration Number:	4581759	FOLMAX	
Registration Number:	4271087		
Registration Number:	5602058	IMVEXXY	
Registration Number:	4444914	PRENA1	
Registration Number:	4314431	REDICHEW	
Registration Number:	4580454	THERAPEUTICSMD	
Registration Number:	4580455	VITAMEDMD	
Registration Number:	3842265	VITAMEDMD	
Registration Number:	4271086	VITAMEDMD	
Registration Number:	5028550	VITATRUE	
Serial Number:	88229031	A	
Serial Number:	87744084	BIJUVA	
Serial Number:	87916151	DUENTICA	
Serial Number:	87327866	FLIRTAYIS	
Serial Number:	87941900	I	
Serial Number:	87941908	I	

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Property Type	Number	Word Mark
Serial Number:	88125885	
Serial Number:	88125894	
Serial Number:	87916153	OVANATA
Serial Number:	87498387	SYMBODA
Serial Number:	87916147	SYMEPTO
Serial Number:	87916140	VIEPA
Serial Number:	87916139	XUBIVVA
Serial Number:	87916136	YUTHENA
Serial Number:	88125949	YUVVEXY
Serial Number:	87126380	
Serial Number:	87126398	

CORRESPONDENCE DATA

Fax Number: 2125935955

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: (212) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Ave

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464.0135
NAME OF SUBMITTER:	Scott Kareff
SIGNATURE:	/RS for SK/
DATE SIGNED:	04/24/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of April 24, 2019, is entered into by and among TherapeuticsMD, Inc., a Nevada corporation (the "**Grantor**") and TPG Specialty Lending, Inc. (the "**Assignee**"), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of April 24, 2019, among the Assignee, the Grantor and the other Grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and (ii) that certain Financing Agreement, dated as of April 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Financing Agreement**"), between, among others, certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Financing Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Secured Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages to follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

TPG SPECIALTY LENDING, INC.

By: _____

Name: Joshua Easten

Title: CEO

Address of Assignee:
888 7th Avenue, 35th Floor
New York, NY 10106

GRANTOR:

THERAPEUTICSMD, INC.

By: 

Name: Daniel Cartwright

Title: Chief Financial Officer and Treasurer

Address of Grantor:



6600 Broken Sound Parkway NW, Suite 100
Boca Raton, FL 33487

[Trademark Security Agreement]





TRADEMARK
REEL: 006628 FRAME: 0443

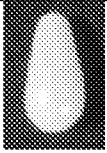


Schedule A

Registered Trademarks:

	Registration Number	Trademark or Design	Registration Date (mm/dd/yy)	Country
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.	5602058	IMVEXXY	11/06/18	US
7.	4444914	PRENA1	12/03/13	US
8.	4314431	REDICHEW	04/02/13	US
9.	4580454	THERAPEUTICSMD	08/05/14	US
10.	013048871	THERAPEUTICSMD	11/26/14	EU
11.	5714724	THERAPEUTICSMD	10/31/14	JP
12.	4580455	VITAMEDMD	08/05/14	US
13.	3842265	VITAMEDMD	10/31/10	US
14.	4271086		01/08/13	US
15.	5028550	VITATRUE	08/23/16	US

Pending Trademark Applications or Pending Designs:

	Serial Number	Pending Trademark or Design	Filing Date (mm/dd/yy)	Country
1.	88229031		12/13/18	US
2.	87744084	BIJUVA	10/10/14	US
3.	87916151	DUENTICA	05/10/18	US
4.	87327866	FLIRTAYIS	02/07/17	US
5.	87941900		05/30/18	US
6.	87941908		05/30/18	US
7.	88125885		09/20/18	US
8.	88125894		09/20/18	US

	Serial Number	Pending Trademark or Design	Filing Date (mm/dd/yy)	Country
				
9.	87916153	OVANATA	05/10/18	US
10.	87498387	SYMBODA	06/20/17	US
11.	87916147	SYMEPTO	05/10/18	US
12.	87916140	VIEPA	05/10/18	US
13.	87916139	XUBIVVA	05/10/18	US
14.	87916136	YUTHENA	05/10/18	US
15.	88125949	YUVVEXY	09/20/18	US
16.	87126380		08/03/16	US
17.	87126398		08/03/16	US
18.	1947704	BIJUVA	02/22/19	CA
19.	1947721	JOYESTA	02/22/19	CA