# CH \$765.00 44301

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM598437

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THERAPEUTICSMD, INC.		09/18/2020	Corporation: NEVADA

## **RECEIVING PARTY DATA**

Name:	SIXTH STREET SPECIALTY LENDING, INC. (f/k/a TPG SPECIALTY LENDING, INC.)
Street Address:	888 7TH AVENUE
Internal Address:	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	Α
Serial Number:	87744084	BIJUVA
Serial Number:	87916151	DUENTICA
Serial Number:	87327866	FLIRTAYIS
Serial Number:	87941900	I
		TRADEMARK

900570301 REEL: 007056 FRAME: 0441

IRADEMARK

Property Type	Number	Word Mark
Serial Number:	87941908	I
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:** 3105572193

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:** 310-557-2900

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	74267.037
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/18/2020

#### **Total Attachments: 7**

source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page1.tif source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page2.tif source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page3.tif source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page4.tif source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page5.tif source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page6.tif source=SixthStreet\_TherapeuticsMD Amendment to Trademark Security Agreement#page7.tif

#### AMENDMENT TO TRADEMARKS SECURITY AGREEMENT

This Amendment to Trademark Security Agreement (this "Amendment"), dated as of September 18, 2020, by and between THERAPEUTICSMD, INC., a Nevada corporation ("Grantor"), in favor of SIXTH STREET SPECIALTY LENDING, INC. (f/k/a TPG Specialty Lending, Inc.), a Delaware corporation, in its capacity as Administrative Agent for the benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Assignee").

WHEREAS, Grantor entered into a Trademark Security Agreement, dated as of April 24, 2019 in favor of Assignee, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 24, 2019 at Reel/Frame: 6628/0438 (as amended, restated, supplemented, or otherwise modified before the date of this Amendment, the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Trademark Security Agreement, Assignee recorded its security interest in the federally registered Trademarks set forth on <u>Schedule A</u> hereto;

WHEREAS, Assignee has informed Grantor that Assignee has changed its name from TPG Specialty Lending, Inc. to Sixth Street Specialty Lending, Inc. (the "Name Change"); and

**WHEREAS**, in connection with the Name Change, Assignee and Grantor desire to amend certain terms and provisions of the Trademark Security Agreement as set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Definitions**. Defined terms used but not defined in this Amendment are as defined in the Trademark Security Agreement.
- 2. **Amendment**. Effective as of the Amendment Effective Date (as defined below), the Trademark Security Agreement is hereby amended so that each reference in the Trademark Security Agreement to "TPG Specialty Lending, Inc.", shall be amended to mean and be a reference to "Sixth Street Specialty Lending, Inc."
- 3. **Conditions**. This Amendment shall become effective on the date this Amendment shall have been executed and delivered by Assignee and Grantor (that date, the "Amendment Effective Date"). Assignee's delivery to Grantor of a copy of this Amendment executed by all necessary parties described in this Section 3 shall be deemed evidence that the Amendment Effective Date has occurred.
- 4. **Miscellaneous**. (a) This Amendment 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. Each provision of this Amendment is severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.
- (b) This Amendment binds Assignee and Grantor and their respective successors and assigns, and will inure to the benefit of Assignee and Grantor and the successors and assigns of the Administrative Agent.

- (c) Except as specifically modified by the terms of this Amendment, all other terms and provisions of the Trademark Security Agreement are incorporated by reference in this Amendment and in all respects continue in full force and effect. Grantor, by execution of this Amendment, hereby reaffirms, assumes, and binds themselves to all applicable obligations, duties, rights, covenants, terms, and conditions that are contained in the Trademark Security Agreement, as amended hereby (including the granting of any Liens in favor of Assignee).
- (d) The parties may sign this Amendment in several counterparts, each of which will be deemed to be an original but all of which together will constitute one instrument.

[Signature pages to follow]

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The parties are signing this Amendment to Trademark Security Agreement as of the date stated in the introductory clause.

## **GRANTOR:**

THERAPEUTICSMD, INC.

By:

Name: James C. D'Arecca
Title: Chief Financial Officer

Address of Grantor:

951 Yamato Road, Suite 220 Boca Raton, FL 33431

Attention: James C. D'Arecca, Chief Financial Officer

Email: jdarecca@TherapeuticsMD.com

## **ASSIGNEE:**

SIXTH STREET SPECIALTY LENDING, INC.,

as Administrative Agent

By:\_

Name Joshua Easterl

Title:

Chief Executive Officer

Address of Assign

888 7th Avenue, 35th Floor New York, NY 10106 Attention: Park Hooper

Facsimile: 212-430-4628

Email: TSLAccounting@tpg.com

## **SCHEDULE A**

to

## AMENDMENT TO TRADEMARKS SECURITY AGREEMENT

# **Trademark Registrations/Applications**

## **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	<b>VitaM</b> edMD	01/08/13	US
15.	5028550	VITATRUE	08/23/16	US

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# **Pending Trademark Applications or Pending Designs:**

	Serial Number	Pending Trademark or Design	Filing Date (mm/dd/yy)	Country
1.	88229031	Æ	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
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

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	Serial Number	Pending Trademark or Design	Filing Date (mm/dd/yy)	Country
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

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**RECORDED: 09/18/2020**