

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TherapeuticsMD, Inc.		03/05/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	vitaCare Prescription Services, Inc.		
Street Address:	951 Yamato Rd Suite 160		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88517133	CORACARE	
Serial Number:	90119297	VITACARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7735039220		
Email:	suzanne.altondeeraso@goodrx.com		
Correspondent Name:	Suzanne Alton de Eraso		
Address Line 1:	2701 Olympic Boulevard		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
NAME OF SUBMITTER:	Suzanne M. Alton de Eraso, Esq.		
SIGNATURE:	/Suzanne M. Alton de Eraso, Esq./		
DATE SIGNED:	05/10/2022		
Total Attachments: 9			
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ASSIGNMENT AGREEMENT

This Assignment Agreement (this “Assignment”) is made and entered into effective as of March 5, 2022 (the “Effective Date”), by and between TherapeuticsMD, Inc., a Nevada corporation (the “Assignor”), and vitaCare Prescription Services, Inc., a Florida corporation (the “Assignee”).

1. Assignment of the Assignor’s Assets. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, transfers, conveys and delivers to the Assignee and its respective successors and assigns, forever, effective as of the Effective Date, all of the Assignor’s right, title and interest in, to and under the Assignor’s assets set forth on Exhibit A attached hereto, including the Intellectual Property assets set forth on Schedules A-1 through A-3 (“Assigned IP”) attached hereto (together, the “Assigned Assets”), free and clear of all liens, security interests, pledges, adverse claims, restrictions or encumbrances of any kind (other than any such liens, security interests, pledges, adverse claims, restrictions or encumbrances imposed under that certain Financing Agreement, dated as of April 24, 2019, by and among the Assignor as borrower, certain Subsidiaries of the Assignor (including the Assignee) from time to time party thereto as guarantors, the lenders party thereto and Sixth Street Specialty Lending, Inc. (f/k/a TPG Specialty Lending, Inc.) as administrative agent (as amended from time to time), and all other documents executed or contemplated in connection therewith).

2. Assumption of Liabilities. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignee and its respective successors and assigns, forever, effective as of the Effective Date, does hereby assume, agree to pay, perform and discharge as and when due all liabilities and obligations of the Assignor to the extent resulting from, relating to or arising out of the Assigned Assets.

3. Assigned IP. The Assigned IP consists of and includes:

- (i) the patents and patent applications set forth on Schedule A-1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);
- (ii) the trademark registrations and applications set forth on Schedule A-2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (iii) the domain registrations and applications for registration, set forth on Schedule A-3 hereto and all issuances, extensions, and renewals thereof (the “Domain Names”);
- (iv) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (v) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (vi) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution,

and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

4. Further Assurances; Successors and Assigns. This Assignment shall be binding on the parties hereto and their respective successors and assigns, and the covenants and agreements of the parties set forth herein shall inure to the benefit of each party and its successors and assigns. From and after the Effective Date, the Assignor hereby agrees that it shall, at the reasonable request of the Assignee, execute, acknowledge and deliver any and all such other instruments of transfer, conveyance, assignment and consent and take such further action as the Assignee may reasonably require to effectively assign, transfer and convey to the Assignee, or to record the Assignee's right and title to or interest in, the Assigned Assets.

5. Consents Not Obtained. If there are any such consents or waivers that have not been obtained as of the Effective Date, this Assignment shall constitute an equitable assignment by the Assignor to the Assignee. The Assignee shall be deemed to be the Assignor's agent for the purpose of completing, fulfilling and discharging the Assignor's rights and liabilities arising after the Effective Date with respect to the subject of such underlying assignment, transfer or conveyance.

6. Governing Law. This Assignment and any claims that arise out of or result from this Assignment, shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflicts of laws principles that would require the application of any other law.

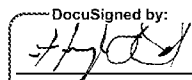
7. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument. This Assignment and any amendments hereto to the extent signed and delivered by means of a photographic, facsimile or similar reproduction of such signed writing using a facsimile machine or e-mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

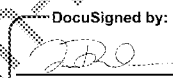
THERAPEUTICSMD, INC.

DocuSigned by:


Name: Hugh O'Dowd
Title: Chief Executive Officer

ASSIGNEE:

**VITACARE PRESCRIPTION
SERVICES, INC.**

DocuSigned by:


Name: Marian D. Walker
Title: Secretary

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aaljuri@mhflp.com

Exhibit A

Assigned Assets

Other than the Excluded Assets (as defined below), all of the Assignor's assets, properties, claims, interests and rights, whether tangible or intangible, whether personal, real or mixed, wherever located of the Assignor that, in each case, are exclusively used in the suite of pharmaceutical commercialization support services related to prescription fulfillment, market access and patient support currently conducted by the Assignee (the "Business"), including without limitation, the following assets, contracts, properties, claims, interests and right:

2. The following Contracts:

- (i) Identity Management Platform Subscription Agreement between Auth0, Inc. and TherapeuticsMD, Inc. dated May 30, 2019
- (ii) General Consulting and Services Agreement between TherapeuticsMD, Inc. and CH Consulting Group dated July 30, 2019
- (iii) Services Agreement between TherapeuticsMD, Inc. and Cryacom LLC dated June 28, 2018
- (iv) Master Services Agreement between TherapeuticsMD, Inc. and Goldstar Graphics, Inc. d/b/a Minutemen Press, dated February 28, 2019
- (v) New Build Agent License Agreement between TherapeuticsMD, Inc. and JetBrains Americas Inc. dated January 27, 2021
- (vi) dotUltimate license agreement between JetBrains Americas Inc. and TherapeuticsMD, Inc. dated March 14, 2021
- (vii) Statement of Work #8 to Master Services Agreement between TherapeuticsMD, Inc. and Kinect Consulting, LLC dated February 6, 2018
- (viii) Statement of Work #1 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (ix) Statement of Work #2 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (x) Statement of Work #3 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (xi) Statement of Work #4 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018

- (xii) Statement of Work #5 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (xiii) Statement of Work #6 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (xiv) Statement of Work #7 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (xv) Statement of Work #10 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (xvi) Amendment No 1 to Statement of Work #1 to Master Services Agreement between TherapeuticsMD, Inc. and Peak Activity, LLC dated September 30, 2018
- (xvii) Affiliation Agreement for Student Training between Palm Beach Atlantic University, Inc. and TherapeuticsMD, Inc. dated May 5, 2015
- (xviii) Third Party Payer Pull Through at vitaCare Initial Assessment letter agreement between Pharmacy Healthcare Solutions, LLC and TherapeuticsMD, Inc. dated April 24, 2019
- (xix) Early Renewal for Progress® DevCraft UI Developer License between Progress Software Corporation and TherapeuticsMD, Inc. dated June 4, 2020
- (xx) Statement of Work #2 to Master Services Agreement dated July 19, 2018 between TherapeuticsMD, Inc. and RightStar Systems, Inc.
- (xxi) SQL Sentry agreement between Solar Winds and TherapeuticsMD, Inc. dated December 1, 2021
- (xxii) SonarCube Developer Edition License between SonarSource and TherapeuticsMD, Inc. dated December 13, 2021
- (xxiii) SAAS Services between TonicAI, Inc. and TherapeuticsMD, Inc. dated April 1, 2020
- (xxiv) eSkill Talent Assessment Platform Purchase Agreement, by and between TherapeuticsMD, Inc. and eSkill, dated September 1, 2021
- (xxv) Master Services Agreement by and between TherapeuticsMD, Inc. and Pharmacy Healthcare Solutions, Inc. dated October 29, 2019

3. The Intellectual Property assets set forth on Schedules A-1 through A-3 attached hereto.

4. All of the Assignor's claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, against third parties relating to the Assigned Assets, whether choate or inchoate, known or unknown, or contingent or noncontingent and whether or not liquidated.

For purposes of this Assignment (including, without limitation, this Exhibit A), "Excluded Assets" shall mean all of the Assignor's assets, properties, claims, interests and rights, whether tangible or intangible, whether personal, real or mixed, wherever located of the Assignor that, in each case, are not exclusively used in the Business, including without limitation, the following assets, properties, claims, interests and right:

1. All bank accounts and lockboxes of the Assignor.
2. All cash and cash equivalents.
3. All insurance policies of the Assignor, including any refunds paid or payable in connection with the cancellation or discontinuance of any such insurance policies, and any claims made on any such insurance policies (and any cash or surrender value thereon).
4. All governing documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, books and records relating to the Assignor's tax returns or otherwise relating to tax matters of the Assignor for all periods, and other documents relating to the organization, maintenance and existence of the Assignor as a Nevada corporation.
5. Assignor's equity interests in Assignee.

Schedule A-1

Assigned Patents

The following patent applications:

- (i) US Provisional Application 62/871,019
- (ii) US Patent Application 16/919,408

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aaljuri@mh-llp.com

Schedule A-2

Assigned Trademarks

The following trademark applications:

- (i) Trademark Application 88/517,133
- (ii) Trademark Application 90/119,297

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aaljuri@mh-llp.com

Schedule A-3

Assigned Domain Names

The following domain names:

- (i) patientfirstpharmacy.com
- (ii) patientfirstpharmacy.net
- (iii) vcrx.net
- (iv) vitacarehcp.com
- (v) VITACARENOW.COM
- (vi) vitacareps.com
- (vii) VITACARERX.COM
- (viii) vitacarerx.info
- (ix) vitacarerx.org
- (x) vitacarerx.us

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