

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622703

<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.		01/25/2021	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIXTH STREET SPECIALTY LENDING, INC. (F/K/A TPG SPECIALTY LENDING, INC.)		
<b>Street Address:</b>	888 7TH AVENUE		
<b>Internal Address:</b>	35TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5782644	BIJUVA	
<b>Registration Number:</b>	1537047	LEGAL ASSISTANTS DO IT WITH DETAIL	
<b>Registration Number:</b>	5944234		
<b>Registration Number:</b>	5944235		
<b>Registration Number:</b>	5789339	I	
<b>Registration Number:</b>	5711576	I	
<b>Registration Number:</b>	6190152	SYMBODA	
<b>Registration Number:</b>	6049921		
<b>Registration Number:</b>	6055228		
<b>Registration Number:</b>	6055227		
<b>Registration Number:</b>	6064535	BIO-IGNITE	
<b>Registration Number:</b>	5051435	VITAMOM	
<b>Registration Number:</b>	5746161	FOREVHER	
<b>Serial Number:</b>	88566956	FOR HER. FOR LIFE.	
<b>Serial Number:</b>	88517133	CORACARE	
<b>Serial Number:</b>	90119297	VITACARE	
<b>Serial Number:</b>	90119305	TAKE ON NATURE WITH NURTURE	

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**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, SUITW 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:** 01/27/2021**Total Attachments: 9**

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## SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this “**Supplement**”), dated as of January 25, 2021, 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 permitted 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 Supplement, the “**Trademark Security Agreement**”);

**WHEREAS**, pursuant to the Trademark Security Agreement, Assignee recorded its security interest in the federally registered Trademarks identified therein; and

**WHEREAS**, pursuant to this Supplement, Assignee desires to record its security interest in the additional Trademarks identified on Schedule A hereto (the “**Additional Trademarks**”).

**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 Supplement are as defined in the Trademark Security Agreement.

**2. Supplement.** Effective as of the Supplement Effective Date (as defined below), the Trademark Security Agreement is hereby supplemented to include the Additional Trademarks.

**3. Conditions.** This Supplement shall become effective on the date this Supplement shall have been executed and delivered by Assignee and Grantor (that date, the “**Supplement Effective Date**”). Assignee’s delivery to Grantor of a copy of this Supplement executed by all necessary parties described in this Section 3 shall be deemed evidence that the Supplement Effective Date has occurred.

**4. Miscellaneous.**

a. This Supplement 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 Supplement is severable from every other provision of this Supplement for the purpose of determining the legal enforceability of any specific provision.

b. This Supplement binds Assignee and Grantor and their respective successors and permitted assigns, and will inure to the benefit of Assignee and Grantor and the successors and permitted assigns of the Administrative Agent.

c. Except as specifically modified by the terms of this Supplement, all other terms and provisions of the Trademark Security Agreement are incorporated by reference in this Supplement and

in all respects continue in full force and effect. Grantor, by execution of this Supplement, 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 Supplement in several counterparts, each of which will be deemed to be an original but all of which together will constitute one instrument.

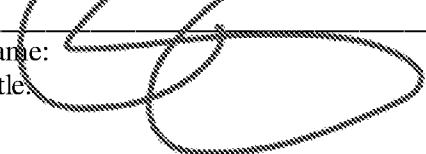
*[Remainder of page intentionally left blank.]*

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:**

SIXTH STREET SPECIALTY LENDING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A large, stylized handwritten signature in black ink is written over the signature line and extends into the name and title fields.

Address of Assignee:

888 7th Avenue, 35th Floor  
New York, NY 10106  
Attention: Park Hooper  
Facsimile: 212-430-4628  
Email: TSLAccounting@tpg.com

**GRANTOR:**

THERAPEUTICSMD, INC.

DocuSigned by:  
By: Robert Finizio  
Name: Robert Finizio  
Title: Chief Executive 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

SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT

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Registered Trademarks:

	Registration Number	Trademark or Design	Registration Date (mm/dd/yy)	Country
1.	5782644	BIJUVA	06/18/19	US
2.	40492730	BIJUVA	07/28/20	CN
3.	314520	BIJUVA	05/04/20	IL
4.	1537047	BIJUVA	08/16/19	WIPO
5.	5,944,234	 [BIJUVA logo black and white]	12/24/19	US
6.	5,944,235	 [BIJUVA logo color]	12/24/19	US
7.	2135850	IMVEXXY	11/13/20	AU
8.	918921627	IMVEXXY	09/01/20	BR
9.	2126517	IMVEXXY	09/07/20	MX

10.	324224	IMVEXXY	09/02/20	IL
11.	5789339	 [IMVEXXY logo color]	06/25/19	US
12.	5711576	 [IMVEXXY logo black and white]	03/26/19	US
13.	314521	JOYESTA	12/29/19	IL
14.	6190152	SYMBODA	11/03/20	US



**Registered Trademarks (Supplemental Register):**

	<b>Registration Number</b>	<b>Trademark or Design</b>	<b>Registration Date on the Supplemental Register (mm/dd/yy)</b>	<b>Country</b>
15.	6049921		03/05/20	US
16.	6055228		05/12/20	US
17.	6055227		05/12/20	US

**Pending Trademark Applications or Pending Designs:**

	<b>Serial Number</b>	<b>Pending Trademark or Design</b>	<b>Filing Date (mm/dd/yy)</b>	<b>Country</b>
1.	88566956	FOR HER. FOR LIFE.	08/05/19	US
2.	1947721	JOYESTA	02/22/19	CA
3.	(A0088775)	BIJUVA	08/16/19	AU
4.	BWM2020002 99	BIJUVA	05/25/20	BW
5.	917976282	BIJUVA	08/15/19	BR
6.	1947704	BIJUVA	02/22/19	CA
7.	(A0088775)	BIJUVA	08/16/19	EU
8.	(A0088775)	BIJUVA	08/16/19	MX
9.	2020/267	BIJUVA	05/19/20	NM
10.	IR1537047	BIJUVA	08/16/19	UK
11.	201936275	BIJUVA	12/17/19	ZA
12.	921153643	BIJUVE	10/27/20	BR
13.	018312977	BIJUVE	09/25/20	EU
14.	UK000035373 19	BIJUVE	09/25/20	UK
15.	BWM2020002 98	IMVEXXY	05/25/20	BW
16.	2006675	IMVEXXY	01/17/20	CA
17.	2020/268	IMVEXXY	05/19/20	NM
18.	201936275	IMVEXXY	12/17/19	ZA

**Registered Service Marks or Designs:**

	<b>Registration Number</b>	<b>Service Mark or Design</b>	<b>Registration Date (mm/dd/yy)</b>	<b>Country</b>
1.	6064535	BIO-IGNITE	05/26/20	US
2.	5051435	VITAMOM	09/27/16	US
3.	5746161	FOREVHER	05/07/19	US

**Pending Service Mark Applications or Designs:**

	<b>Serial Number</b>	<b>Pending Service Mark or Design</b>	<b>Filing Date (mm/dd/yy)</b>	<b>Country</b>
1.	88517133	CORACARE	07/16/19	US
2.	90119297	VITACARE	08/17/20	US
3.	90119305	TAKE ON NATURE WITH NURTURE	08/17/20	US