

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5543439

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SEBASTIAN MIRKIN | 02/08/2018 |
| JULIA M. AMADIO | 02/06/2018 |
| BRIAN A. BERNICK | 02/05/2018 |
| RECEIVING PARTY DATA | |
| Name: | THERAPEUTICSMD, INC. |
| Street Address: | 6800 BROKEN SOUND PARKWAY NW, THIRD FLOOR |
| City: | BOCA RATON |
| State/Country: | FLORIDA |
| Postal Code: | 33487 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15975723 |
| 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> | |
| Email: | slane@kilpatricktownsend.com |
| Correspondent Name: | KILPATRICK TOWNSEND & STOCKTON LLP |
| Address Line 1: | TWO EMBARCADERO CENTER, SUITE 1900 |
| Address Line 4: | SAN FRANCISCO, CALIFORNIA 94111 |
| ATTORNEY DOCKET NUMBER: | 095935-001440US-1087725 |
| NAME OF SUBMITTER: | SHARLEEN LANE |
| SIGNATURE: | /Sharleen Lane/ |
| DATE SIGNED: | 05/28/2019 |
| Total Attachments: 5 | |
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| source=095935-001440US-1087725_Assignment#page5.tif | |

ASSIGNMENT

WHEREAS: Sebastian Mirkin, an individual with an address at 500 S. Ocean Blvd., Boca Raton, FL 33432, **Julia M. Amadio**, an individual with an address at 1110 Walnut Terrace, Boca Raton, FL 33486, and **Brian A. Bernick**, an individual with an address at 17601 Middlebrook Way, Boca Raton, FL 33496 (singly and collectively referred to as ASSIGNOR) are owners of rights, by virtue of conceiving and/or reducing to practice certain discoveries, inventions, and/or copyrighted works as described in **U.S. Patent Application No. 15/372,385**, filed on December 7, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS," **Patent Cooperation Treaty Patent No. PCT/US16/65466**, filed on December 7, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS," **U.S. Provisional Patent Application No. 62/296,545**, filed on February 17, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS," **U.S. Provisional Patent Application No. 62/324,838**, filed on March 19, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS," **U.S. Provisional Patent Application No. 62/329,940**, filed on April 29, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS," **U.S. Provisional Patent Application No. 62/348,820**, filed on June 10, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS," and **U.S. Provisional Patent Application No. 62/517,151**, filed on June 8, 2016 and entitled "VAGINAL INSERTED ESTRADIOL PHARMACUETICAL COMPOSITIONS AND METHODS."

WHEREAS: TherapeuticsMD, Inc., a corporation organized under the laws of the State of Nevada, located at 6800 Broken Sound Parkway NW, Third Floor, Boca Raton, Florida 33487 (hereinafter ASSIGNEE), is desirous of acquiring from ASSIGNOR, ASSIGNOR'S entire right, title, and interest in, to and under said inventions and/or discoveries and in, to and under any patent or similar legal protection to be obtained therefor in all countries.

NOW, THEREFORE, for good and valuable consideration provided by ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives, or assigns, ASSIGNOR'S full and exclusive rights, titles and interests to said discoveries, inventions, and/or copyrights in all countries, and to any patents or similar legal protections to be obtained for said inventions, discoveries, and/or copyrights by any copyright registrations or patent application(s) relating thereto or any continuations, continuations-in-part, divisions, renewals, extensions, substitutions, replacements, or reissues thereof, and every priority right that is or may be predicated upon or arise from any such applications or patents including all rights in or arising from patent applications to which said applications claim priority, or any legal equivalent of any thereof in any country for the full term or terms for which the same may be granted.

SAID ASSIGNOR hereby further covenants that ASSIGNOR has full right to convey the entire right, title, and interest herein sold, assigned, transferred, and set over herein.

AND SAID ASSIGNOR further covenants that ASSIGNOR will, at any time, when reasonably called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns,

communicate thereto any facts known to him relating to said discoveries and/or inventions or related technologies; execute and deliver any and all lawful papers (including, but not limited to, granting powers of attorney and executing inventor declarations for continuations-in-part and reissues of patent applications hereby assigned); make all rightful oaths, affidavits, or declarations; testify in any legal proceedings, mediations, arbitrations, or other proceedings; and perform all other lawful acts that may be deemed by ASSIGNEE necessary or desirable to obtain, secure, and/or vest the benefit of the rights herein assigned, and perfect the title to said discoveries, inventions, and/or copyrights, and any related patent applications, patents, and all related rights thereto in the name of and for the benefit for the ASSIGNEE, its successors, legal representatives, or assigns, and to assist or enable the ASSIGNEE, its successors, legal representatives, or assigns to enforce, protect, or otherwise benefit from the rights in said discoveries and/or inventions, applications, and patents hereby granted.

This ASSIGNMENT shall be binding upon ASSIGNOR'S heirs, executors, administrators, successors, and/or assigns

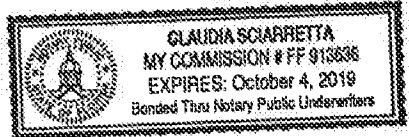
Date: 08 Feb 2018

[Handwritten Signature]
Sebastian Mirkin

ACKNOWLEDGEMENT:

State of FLORIDA)
County of PALM BEACH)

On this 8 day of FEBRUARY, 2018, before me personally appeared Sebastian Mirkin, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.



[Handwritten Signature]
Notary Public

(Notary Seal)

I hereby accept the above assignment for and on behalf of the ASSIGNEE

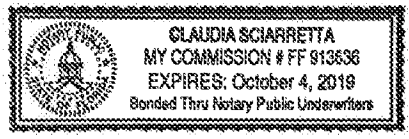
Date: 2/8/18

[Handwritten Signature]
Sam V. Desai
Intellectual Property Counsel
TherapeuticsMD, Inc.

ACKNOWLEDGEMENT:

State of FLORIDA)
County of PALM BEACH)

On this 8 day of FEBRUARY, 2018, before me personally appeared Sam V. Desai, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.



[Handwritten Signature]
Notary Public

(Notary Seal)

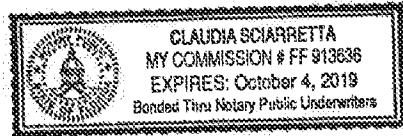
Date: 2/6/2018

Julia M. Amadio
Julia M. Amadio

ACKNOWLEDGEMENT:

State of FLORIDA)
County of PAUM BEACH)

On this 6 day of FEBRUARY, 2018, before me personally appeared Julia M. Amadio, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.



[Signature]
Notary Public

(Notary Seal)

I hereby accept the above assignment for and on behalf of the ASSIGNEE

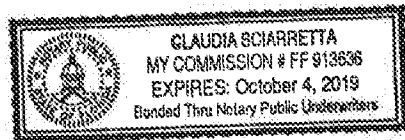
Date: 2/6/18

Sam V. Desai
Sam V. Desai
Intellectual Property Counsel
TherapeuticsMD, Inc.

ACKNOWLEDGEMENT:

State of FLORIDA)
County of PAUM BEACH)

On this 6 day of FEBRUARY, 2018, before me personally appeared Sam V. Desai, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.



[Signature]
Notary Public

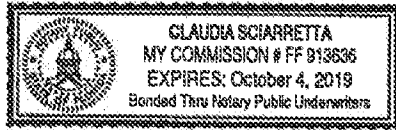
(Notary Seal)

Date: 2/5/18 Brian A. Bernick
Brian A. Bernick

ACKNOWLEDGEMENT:

State of FLORIDA)
County of PALM BEACH)

On this 5 day of FEBRUARY, 2018, before me personally appeared Brian A. Bernick, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.



(Notary Seal)

[Signature]
Notary Public

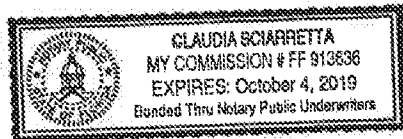
I hereby accept the above assignment for and on behalf of the ASSIGNEE

Date: 2/6/18 Sam V. Desai
Sam V. Desai
Intellectual Property Counsel
TherapeuticsMD, Inc.

ACKNOWLEDGEMENT:

State of FLORIDA)
County of PALM BEACH)

On this 6 day of FEBRUARY, 2018, before me personally appeared Sam V. Desai, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.



(Notary Seal)

[Signature]
Notary Public