

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
TPG SPECIALTY LENDING, INC.	08/19/2019
RECEIVING PARTY DATA	
Name:	THERAPEUTICSMD, INC.
Street Address:	6600 BROKEN SOUND PARKWAY NW
Internal Address:	SUITE 100
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33487
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9296780
Application Number:	16265222
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	079464-0135
NAME OF SUBMITTER:	SCOTT KAREFF (079464-0135)
SIGNATURE:	/kc for sk/
DATE SIGNED:	08/20/2019
Total Attachments: 4	
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PARTIAL RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS

August 19, 2019

Reference is made to the Patent Security Agreement, dated as of April 24, 2019, by and among TherapeuticsMD, Inc., a Nevada corporation (the "**Grantor**") and TPG Specialty Lending, Inc. (the "**Assignee**"), as Administrative Agent, such Agreement recorded at the U.S. Patent and Trademark Office (the "**USPTO**") on April 24, 2019 at Reel/Frame 048990/0820 (the "**Agreement**"), such Agreement entered into 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 granted in favor of the Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A to the Agreement;

WHEREAS, Schedule A to the Agreement identified in a footnote the patent(s) and patent application(s) listed on Exhibit A hereto (the "Specified Patents") as being a "[l]icensed patent or patent application";

WHEREAS, a security interest was inadvertently recorded in the Specified Patents (*see* Reel/Frame 048990/0820); and

WHEREAS, the Grantor requested that Assignee record with the USPTO this Partial Release of Security Interest in the Specified Patents (this "**Release**").

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. Partial Release.

The Assignee hereby releases any security interest granted in the Specified Patents (but excluding, for the avoidance of doubt, any security interest in Grantor's rights under any Patent License in respect of the Specified Patents) under the Security Agreement and the Agreement. For the avoidance of doubt, the security interest held by the Assignee in (a) Grantor's rights under any Patent License in respect of the Specified Patents and (b) each of the Patents (other than the Specified Patents) identified in the Security Agreement and the Agreement shall, in each case, remain in full force and effect.

2. Applicable Law

THIS RELEASE 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.

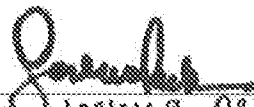
3. Counterparts

This Release may be executed by one or more of the parties to this Release 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.

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

ASSIGNEE:

TPG SPECIALTY LENDING, INC.

By: 
Name: Joshua Peck
Title: Vice President

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

GRANTOR:

THERAPEUTICSMD, INC.

By: 
DocuSigned by:
Name: Daniel Cartwright
Title: Chief Financial Officer and Treasurer

Address of Grantor:
6600 Broken Sound Parkway NW, Suite 100
Boca Raton, FL 33487

Exhibit A**Issued Patents:**

	Patent Number	Title	Filing Date (mm/dd/yy)	Issue Date (mm/dd/yy)	Country
1.	9,296,780	Process for Alkynylating 16-Substituted-17-Keto Steroids	12/19/12	03/29/16	US

Pending Patent Applications:

	Application Number	Title	Application Date (mm/dd/yy)	Country
1.	16/265,222	Method of Providing Birth Control	02/01/19	US