

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 24, 2012

THERAPEUTICSMD, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-16731

(Commission File Number)

87-0233535

(IRS Employer Identification No.)

951 Broken Sound Parkway NW, Suite 320, Boca Raton, FL 33487

(Address of principal executive offices and Zip Code)

(561) 961-1911

(Registrant's telephone number, including area code)

N/A

(Former Name and Address of Registrant)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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TABLE OF CONTENTS

	<u>Page</u>
<u>SECTION 1 – REGISTRANT'S BUSINESS AND OPERATIONS</u>	
<u>Item 1.01</u> <u>Entry into a Material Definitive Agreement</u>	3
<u>SECTION 2 – FINANCIAL INFORMATION</u>	
<u>Item 2.03</u> <u>Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant</u>	3
<u>SECTION 3 – SECURITIES AND TRADING MARKETS</u>	
<u>Item 3.02</u> <u>Unregistered Sales of Equity Securities</u>	3
<u>SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS</u>	
<u>Item 9.01</u> <u>(d) Exhibits</u>	4

SECTION 1 – REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

Information called for by this item is contained in Item 2.03 below, which item is incorporated herein by reference.

SECTION 2 – FINANCIAL INFORMATION

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On February 24, 2012, TherapeuticsMD, Inc. (the "Company") sold and issued Secured Promissory Notes (the "Notes") to Steven G. Johnson ("Johnson") and Plato & Associates, LLC ("Plato") in the principal base amount of \$1,358,014 and \$1,357,110 respectively (the "Principal Base Amount(s)") pursuant to the terms of that certain Note Purchase Agreement (the "Note Purchase Agreement") of even date therewith. As consideration for the Notes, Johnson and Plato surrendered certain promissory notes previously issued by the Company in the aggregate amount of \$858,014 and \$857,110 respectively (which sums include principle and interest through February 24, 2011) (collectively known as the "Prior Notes"). As a result of the foregoing the Company received an aggregate of \$1,000,000 of new funding from Johnson and Plato.

The Principal Base Amount of each Note, plus any and all additional advances made to the Company thereafter (the "Aggregated Principal Amount"), together with accrued interest at the annual rate of six percent (6%), is due in one lump sum payment twenty-four (24) months from the date of issuance of the Notes (the "Maturity Date").

As security for the Company's obligations under the Note Purchase Agreement and the Notes, the Company entered into a Security Agreement of even date therewith and pledged all of its assets, tangible and intangible, as further described therein.

As an inducement for the Purchasers to lend additional funds to the Company as outlined therein on Schedule I to the Note Purchase Agreement, and for the Purchaser's leniency to, in essence, extend the maturity date of the Prior Notes for an additional twenty-four month period, the Purchasers, and/or assigns, will receive a Warrant(s) to purchase an aggregate of 9,000,000 Shares. The Warrant(s) shall terminate on the date that is five (5) years from the date of the issuance of the Notes and shall have an exercise price of \$0.38 per share.

The foregoing description of the Note Purchase Agreement, the Notes, the Security Agreement, and the Warrants is qualified, in its entirety, by reference to each agreement, copies of which are attached as exhibits to this Current Report on Form 8-K and are incorporated by reference in response to this Item 2.03.

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

As described above in Item 2.03 (incorporated herein by reference), on February 24, 2012, the Company issued and sold Notes in the aggregate principal amount of \$2,715,124 and Warrants to purchase up to an aggregate of 9,000,000 shares of the Company's Common Stock. In connection with the sale of the Notes and Warrants, the Company relied upon the exemption from registration provided by Regulation D under the Securities Act of 1933, as amended.

The foregoing description of the Notes and Warrants is qualified, in its entirety, by reference to the Notes and Warrants, respectively, copies of which are attached as exhibits to this Current Report on Form 8-K and are incorporated by reference in response to this Item 3.02.

Section 9 – Financial Statements and Exhibits

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits:

Exh. No.	Date	Document
10.0	February 24, 2012	Note Purchase Agreement *
10.1	February 24, 2012	Secured Promissory Note, form of *
10.2	February 24, 2012	Security Agreement *
10.3	February 24, 2012	Common Stock Purchase Warrant, form of *

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 24, 2012

THERAPEUTICSMD, INC.

By: /s/Robert G. Finizio
Robert G. Finizio, Chief Executive Officer

THERAPEUTICSMD, INC.
NOTE PURCHASE AGREEMENT

This Note Purchase Agreement (this "Agreement") is made by and among TherapeuticsMD, Inc., a Nevada corporation (the "Company"), and each of Plato & Associates, Inc., a Missouri limited liability company and Steven G. Johnson, a resident of Texas (collectively known as the "Purchasers" or individually as each "Purchaser").

1. THE NOTES AND WARRANTS.

1.1 *Authorization of the Notes and Warrants.* The Company has authorized the sale and issuance of secured promissory notes (the "Notes") in the aggregate amount of \$2,715,124 and common stock purchase warrants (the "Warrants") to purchase an aggregate of 9,000,000 shares of the Company's Common Stock (the "Shares"). The Notes shall be substantially in the form attached hereto as Exhibit A and the Warrants shall be substantially in the form attached hereto as Exhibit B.

1.2 *Purchase and Sale of the Notes and Warrants.*

(a) *Purchase and Sales of Notes and Warrants.*

(i) *Purchase of Notes.* Each Purchaser agrees to purchase, and the Company agrees to, severally and not jointly, sell and issue to each Purchaser, a Note in the principal amount set forth opposite each Purchaser's name on the signature page attached hereto. The Notes shall be due twenty-four months from the date of issuance (the "Maturity Date").

(ii) *Purchase Price.* The purchase price for the Notes and Warrants to be purchased by the Purchasers hereunder shall be set forth on Schedule I attached hereto (the "Purchase Price").

(iii) *Purchase of Warrants.* As an inducement for the Purchasers to lend additional funds to the Company as outlined herein on Schedule I, and for the Purchaser's leniency to, in essence, extend the maturity date of the Prior Notes for an additional twenty-four month period, the Purchasers, and/or assigns, will receive a Warrant(s) to purchase an aggregate of 9,000,000 Shares. The Warrant(s) shall terminate on the date that is five (5) years from the date of the issuance of the Notes and shall have an exercise price of \$0.38 per share.

(iv) *Security.* In order to induce each Purchaser to extend the credit evidenced by the Notes, the Company has agreed to enter into a Security Agreement of even date herewith and to grant Collateral Agent, for the benefit of itself and the Purchasers, the security interest in the Collateral described in the Security Agreement in the form attached hereto as Exhibit C.

(v) *Closing.* The purchase and sale of the Notes and Warrants shall take place at the offices of the Company at such time and place as the Company and the Purchasers shall mutually agree upon, orally or in writing.

(b) *Form of Payment.* At Closing, each Purchaser shall pay the respective Purchase Price to the Company by check payable to the Company or by wire transfer of immediately available funds (or any combination thereof), and the Company shall deliver to each Purchaser a Note in a principal amount equal to the respective Purchase Price, together with such Warrants issued per the Purchaser's instructions.

This Agreement, the Notes, the Warrants, Security Agreement and the other documents delivered in connection with this Agreement, are referred to hereinafter as the "Transaction Documents").

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to the Purchasers as follows:

2.1 *Organization and Standing.* The Company is a Nevada corporation duly organized and validly existing under, and by virtue of, the laws of the State of Nevada and is in good standing under such laws.

2.2 *Power.* The Company has all requisite legal power and authority (i) to own and operate its properties and assets and to carry on its business, (ii) to execute and deliver the Transaction Documents, (iii) to sell and issue the Notes and Warrants and (iv) to carry out and perform the provisions of the Transaction Documents.

2.3 *Authorization.* All necessary action on the part of the Company, its officers, and directors necessary for the authorization, execution, and delivery of the Transaction Documents, the performance of all obligations of the Company hereunder and thereunder, and the authorization, issuance, sale and delivery of the Notes and Warrants have been taken or will be taken at or prior to the Closing. This Agreement constitutes, and each Note and Warrant, when executed and delivered by the Company, will constitute valid and binding obligations of the Company, enforceable in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as of the applicable closing date, as follows:

3.1 *Binding Obligation.* All action on the part of the Purchaser for the authorization, execution, delivery and performance by the Purchaser of this Agreement has been taken, and this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 *Accredited Investor.* The Purchaser is an accredited investor within the meaning of Rule 501 of Regulation D prescribed by the Securities and Exchange Commission pursuant to the Securities Act. If other than an individual, the Purchaser also represents the Purchaser has not been organized for the specific purpose of acquiring the Note(s).

3.3 *Investment Experience.* The Purchaser acknowledges that he is able to fend for himself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that he is capable of evaluating the merits and risks of the investment in the Underlying Securities.

3.4 *Investment Intent.* The Purchaser is acquiring the Note for investment for the Purchaser's own account and not with a view to, or for resale in connection with, any distribution thereof. The Purchaser understands that the neither the Note or the Shares have been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act that depends upon, among other things, the bona fide nature of the investment intent as expressed herein.

3.5 *Rule 144*. The Purchaser acknowledges that the Note and Warrant(s), and upon exercise of the Warrant(s), the Shares, must be held until subsequently registered under the Securities Act or unless an exemption from such registration is available. The Purchaser is aware of the provisions of Rule 144 promulgated under the Securities Act which permits limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions.

3.6 *Information*. The Purchaser believes he has received all the information he considers necessary or appropriate for deciding whether to purchase the Note and Warrant(s). The Purchaser further represents that such Purchaser has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Note and Warrant(s) and the business, properties, prospects and financial condition of the Company.

4. MISCELLANEOUS.

4.1 *Waivers and Amendments*. This Agreement and the obligations of the Company and the rights of the Purchasers under this Agreement, the Notes and Warrants may be amended, waived, discharged or terminated (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) with the written consent of the Company and the Purchasers.

4.2 *Governing Law; Venue*. This agreement shall be governed in all respects by the laws of the State of Nevada. Each of the parties hereto hereby consents to the exclusive jurisdiction of: (i) any state courts of the state of Florida and (ii) any federal court located in the state of Florida, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this agreement or any of the transactions contemplated hereby. Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than those located in the state of Florida. In addition, each of the parties consent to the service of process by personal service or any manner in which notices may be delivered hereunder in accordance with this agreement.

4.3 *Notices*. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally by hand or by courier, mailed by United States first-class mail, postage prepaid, sent by facsimile or sent by electronic mail directed (a) if to a Purchaser, at such Purchaser's address, facsimile number or electronic mail address set forth on Schedule A hereto, or at such other address, facsimile number or electronic mail address as such Purchaser may designate by ten (10) days' advance written notice to the Company or (b) if to the Company, to its address, facsimile number or electronic mail set forth on its signature page to this Agreement and directed to the attention of the Chief Executive Officer, or at such other address, facsimile number or electronic mail as the Company may designate by ten (10) days' advance written notice to the Purchasers. All such notices and other communications shall be effective or deemed given upon personal delivery, on the date of mailing, upon confirmation of facsimile transfer or upon delivery to electronic mail address set forth on Schedule A hereto opposite the recipient's name.

4.4 *Purchasers Acting Independently*». Each Purchaser enters into this Agreement independently of the other Purchaser and has negotiated separately with the Company. The Purchasers should not be treated as a single group.

4.5 *Entire Agreement.* This Agreement (including the schedules and exhibits attached hereto) and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

4.6 *Severability.* If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

4.7 *Successors and Assigns.* Except as otherwise expressly provided in this Agreement or the Notes, the provisions of this Agreement and the Notes shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

4.8 *Delays or Omissions.* No delay or omission to exercise any right, power, or remedy accruing to the Investor, upon any breach or default of the Company under this Agreement shall impair any such right, power, or remedy of the Investor nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to the Investors, shall be cumulative and not alternative.

4.9 *Titles and Subtitles.* The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

4.10 *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

4.11 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

4.12 *Construction.* The language used in this Agreement and the Notes will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

4.13 *Other Interpretive Provisions.* References in this Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement or any other Transaction Document refer to this Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

4.14 *Termination of Notes Upon Payment.* Upon payment in full of any Note outstanding issued pursuant to this Agreement, such Note shall automatically be terminated and the Company shall be forever released from any and all of its obligations and liabilities under each such Note.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year below.

DATED: **FEBRUARY 24, 2012**

THERAPEUTICSMD, INC.

By: /s/ Robert Finizio
Robert Finizio
Chief Executive Officer

Address:
TherapeuticsMD, Inc.
951 Broken Sound Parkway
Suite 320
Boca Raton, FL 33487

PURCHASERS:

PRINCIPAL AMOUNT OF NOTE: \$1,358,014

DATED: FEBRUARY 24, 2012

STEVEN G. JOHNSON

By: /s/ Steven G. Johnson
Steven G. Johnson, an individual

ADDRESS:
804 TREE HAVEN COURT
HIGHLAND VILLAGE, TX 75077
E-MAIL: WORKSTEVE@AOL.COM

PRINCIPAL AMOUNT OF NOTE: \$1,357,110

DATED: FEBRUARY 24, 2012

PLATO & ASSOCIATES, LLC

By: /s/ Robert J. Smith
Robert J. Smith, Sole Member

ADDRESS:
13652 FIDDLESTICKS BLVD.
SUITE 202-324
FT. MYERS, FL 33912
E-MAIL: RJSMITH@USA.COM

SCHEDULE I

PURCHASE PRICE FOR NOTES AND WARRANTS

Steven G. Johnson

Purchase Price is \$1,358,014 paid as follows:

- (a) Cash in the amount of \$500,000
- (b) Exchange of principle and interest (due through February 24, 2012) under certain promissory notes as follows:
 - Note dated June 13, 2011 totaling \$362
 - Note dated November 18, 2011 totaling \$101,611
 - Note dated December 7, 2011 totaling \$151,948
 - Note dated December 22, 2011 totaling \$101,052
 - Note dated December 30, 2011 totaling \$100,921
 - Note dated January 11, 2012 totaling \$100,723
 - Note dated January 18, 2012 totaling \$100,608
 - Note dated January 31, 2012 totaling \$200,789

Plato & Associates, LLC

Purchase Price is \$1,357,110 paid as follows:

- (c) Cash in the amount of \$500,000
 - (d) Exchange of principle and interest (due through February 24, 2012) under certain promissory notes as follows:
 - Note dated June 13, 2011 totaling \$33
 - Note dated November 18, 2011 totaling \$101,611
 - Note dated December 7, 2011 totaling \$151,948
 - Note dated December 22, 2011 totaling \$101,052
 - Note dated January 11, 2012 totaling \$100,723
 - Note dated January 18, 2012 totaling \$100,608
 - Note dated February 1, 2012 totaling \$301,135
-

EXHIBIT A

FORM OF SECURED PROMISSORY NOTE

EXHIBIT B
FORM OF WARRANT

EXHIBIT C
SECURITY AGREEMENT

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. IT MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

**THERAPEUTICSMD, INC.
SECURED PROMISSORY NOTE**

February 24, 2012

Boca Raton, FL

\$ _____

FOR VALUE RECEIVED, upon the terms and subject to the conditions set forth in this secured promissory note (the "Note"), THERAPEUTICSMD, INC., a Nevada corporation (the "Company"), absolutely and unconditionally promises to pay to [**name**] (the "Holder"), or registered assigns, the principal base amount of _____ dollars (\$____) ("Principal Base Amount"), plus any and all additional advances made to the Company as recorded on Exhibit 1 attached hereto ("Aggregated Principal Amount"), together with accrued interest as hereinafter provided on the outstanding Aggregated Principal Amount remaining unpaid from time to time. This Note is issued in connection with a certain Note Purchase Agreement and Security Agreement of even date herewith, between the Company and the Holder, all terms of which are incorporated herein by this reference and hereby made a part of this Note. Capitalized terms not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement or Security Agreement.

The following is a statement of the rights of the Holder of this Note and the conditions to which this Note is subject, to which the Holder, by the acceptance of this Note, agrees:

1. *Interest.* Accrued interest on this Note shall be payable on the Maturity Date of this Note at an interest rate of six percent (6%) per annum.
2. *Repayment; Security.* Payment of the Aggregated Principal Amount of this Note (and any interest accrued thereon) shall be made in U.S. dollars in immediately available funds. This Note (including all principal amount outstanding and any unpaid accrued interest thereunder), may be prepaid at any time without penalty. The obligations of the Company under this Note are secured pursuant to a security interest on assets, tangible and intangible, of the Company granted by the Company to the Holder pursuant to a Security Agreement.
3. *Default; Remedies.*

3.1 *Default.* The Company shall be in default under this Note upon the happening of any condition or event set forth below (each, an "Event of Default"): _____

(a) the Company's failure to pay (i) when due any principal or interest payment on the due date hereunder or (ii) any other payment required under the terms of this Note on the date due, and such default shall continue unremedied for a period of 15 days following receipt of written notice signed by the Holder of such failure to pay;

(b) the Company's failure to observe or perform in any material respect any other covenant, obligation, condition or agreement contained in this Note and such failure shall continue for a period of 15 days following receipt of written notice signed by the Holder of such failure;

(c) the Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing; or

(d) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within 30 days of commencement.

3.2 *Remedies.* Upon the occurrence or existence of any Event of Default (other than an Event of Default described in Sections 3.1(c) or 3.1(d)) and at any time thereafter during the continuance of such Event of Default, the Holder may, by written notice to the Company, declare the entire outstanding Aggregated Principal Amount of this Note, any accrued but unpaid interest and any other amounts payable under this Note to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. Upon the occurrence or existence of any Event of Default described in Sections 3.1(c) or 3.1(d) immediately and without notice, all outstanding Obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the other Transaction Documents to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Investor may exercise any other right power or remedy granted to him by the Transaction Documents or otherwise permitted to him by law, either by suit in equity or by action at law, or both.

4. *Saturdays, Sundays, Holidays, etc.* If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, a Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or legal holiday.

5. *Cumulative Rights.* No delay on the part of the Holder in the exercise of any power or right under this Note or under any other instrument executed pursuant to this Agreement shall operate as a waiver of any such power or right, nor shall a single or partial exercise of any power or right preclude other or further exercise of such power or right or the exercise of any other power or right.

6. *Miscellaneous.*

6.1 *Loss, Theft, Destruction or Mutilation of Note.* Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and, in the case of loss, theft or destruction, and delivery of an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it connection with the Note (without the requirement of a bond) or, in the case of mutilation, on surrender and cancellation of this Note, the Company shall execute and deliver, in lieu of this Note, a new Note executed in the same manner as this Note, in the same principal amount as the unpaid principal amount of this Note and dated the date to which interest shall have been paid on this Note or, if no interest shall have yet been so paid, dated the date of this Note.

6.2 *Payment.* All payments under this Note shall be made in lawful tender of the United States.

6.3 *Waivers and Amendments.* This Note and the obligations of the Company and the rights of the Holder under this Note may be amended, waived, discharged or terminated (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) only with the written consent of the Company and the Holder.

6.4 *Severability.* If one or more provisions of this Note are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Note and the balance of this Note shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

6.5 *Successors and Assigns.* Subject to compliance with applicable federal and state securities laws, this Note and all rights under this Note are transferable in whole or in part by the Holder to any person or entity upon written notice to the Company. The transfer shall be recorded on the books of the Company upon the surrender of this Note, properly endorsed, to the Company at its principal offices, and the payment to the Company of all transfer taxes and other governmental charges imposed on such transfer. In the event of a partial transfer, the Company shall issue to the holders one or more appropriate new notes. Except as otherwise expressly provided in this Note, the provisions of this Note shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Company and the Holder.

6.6 *Usury.* The Company does not intend to pay and the Holder does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as “charge or collect” any amount in the nature of interest which would in any way or event cause the Holder to charge or collect more for this loan than the maximum the Holder would be permitted to charge or collect by law. Any such excess interest shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this Note, and when the principal has been paid in full, be refunded to the Company.

6.7 *Delays or Omissions.* No delay or omission to exercise any right, power, or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power, or remedy of the Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holder of any breach or default under this Note or any waiver on the part of the Holder of any provisions or conditions of this Note must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Note or by law or otherwise afforded to the Holder, shall be cumulative and not alternative.

6.8 *Titles and Subtitles.* The titles of the paragraphs and subparagraphs of this Note are for convenience of reference only and are not to be considered in construing this Note.

6.9 *Construction.* The language used in this Note will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

6.10 *Governing Law; Venue.* This note shall be governed in all respects by the laws of the state of Nevada. Each of the parties hereto hereby consents to the exclusive jurisdiction of: (i) any state courts of the state of Florida and (ii) any federal court located in the state of Florida, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this agreement or any of the transactions contemplated hereby. Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than those located in the state of Florida. In addition, each of the parties consent to the service of process by personal service or any manner in which notices may be delivered hereunder in accordance with this agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Note to be executed by its officers thereunto duly authorized.

THERAPEUTICSMD, INC.

By: _____

Robert Finizio
Chief Executive Officer

**THERAPEUTICSMD, INC.
SECURITY AGREEMENT**

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "Agreement"), dated as of February 24, 2012, is executed by TherapeuticsMD, Inc., a Nevada corporation (together with its successors and assigns, the "Debtor"), in favor of Joel C. Schneider of The Law Offices of Joel C. Schneider as Collateral Agent (as herein defined) on behalf of the lenders set forth on Schedule I attached hereto (each, a "Secured Party" and collectively, the "Secured Parties").

RECITALS

A. The Debtor has issued secured promissory notes in an aggregate principal amount of up to \$2,715,124 in favor of the Secured Parties (as amended, modified or otherwise supplemented from time to time, each, a "Note" and collectively, the "Notes").

B. In order to induce each Secured Party to extend the credit evidenced by the Notes, the Debtor has agreed to enter into this Agreement and to grant Collateral Agent, for the benefit of itself and the Secured Parties, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees with Collateral Agent and the Secured Parties as follows:

1. Definitions and Interpretation. When used in this Agreement, the following terms have the following respective meanings:

"Collateral" means all inventory, equipment, accounts, chattel paper, instruments, letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles; all insurance refunds relating to the foregoing property; all records and data and embedded software related to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned, or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. The term "Collateral" shall not include any equipment or other property financed by a third party, provided that such third party's Liens are Liens of the type described in subsection (d) of the definition of Permitted Liens.

"Collateral Agent" has the meaning given to such term in Section 7(a) hereof.

“Lien” means, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including, without limitation, the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing, and the filing of any financing statement or similar instrument under the Uniform Commercial Code or comparable law of any jurisdiction; *provided, however*, that Lien shall not be deemed to include any Permitted Liens (as defined herein).

“Obligations” means the Notes and all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable to and payable by the Debtor hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

“Permitted Liens” means (a) Liens for taxes not yet due and payable or Liens for taxes being contested in good faith; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers’, warehousemen’s, materialmen’s and mechanics’ Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security, and mechanic’s Liens, carrier’s Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens upon any equipment acquired or held by the Debtor to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (e) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default (as defined in the Notes) under the Notes; (f) Liens which constitute rights of setoff of a customary nature or banker’s liens, whether arising by law or by contract; (g) any Lien on personal property granted in a lease for real property; and (h) leases or subleases and licenses or sublicenses granted in the ordinary course of the Debtor’s business.

“Person” means and includes an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

“Secured Parties” has the meaning set forth in the Preamble of this Agreement.

“UCC” means the Uniform Commercial Code as in effect in the State of Nevada and the State of Florida, from time to time.

Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, the Debtor hereby pledges to Collateral Agent and grants to Collateral Agent a security interest in the Collateral.

3. Termination of Security Interest. Upon the satisfaction of the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Debtor. Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Debtor (a) an instrument in writing releasing the security interest in the Collateral under this Agreement and (b) such other documents as shall be reasonably requested by the Debtor, to effect the termination and release of the security interest in the Collateral. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by the Debtor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Collateral.

4. Representations and Warranties of Debtor. The Debtor hereby represents and warrants to the Collateral Agent:

- (a) The records of Debtor with respect to the Collateral are presently located at the address listed in Section 8 of this Agreement.
- (b) The chief executive office and principal place of business of the Debtor is located at the address listed in Section 9 of this Agreement.
- (c) The Debtor is a Nevada corporation and the exact legal name of Debtor is listed in the introductory paragraph of this Agreement.
- (d) The Debtor has good and marketable title to its assets, free and clear of all Liens.

5. Agreements of Debtor. From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

(a) Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Note Purchase Agreement and for sales of Inventory in the ordinary course of business.

(b) At the expense of the Debtor, take such actions and execute such financing statements and other documents as the Collateral Agent may from time to time request to maintain the perfected status of the Security Interest.

(c) Take any other action reasonably requested by the Collateral Agent to ensure the attachment, perfection of, and the ability of Collateral Agent to enforce the security interest in any and all of the Collateral including, without limitation executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that the Debtor's signature thereon is required therefor.

(d) Keep the Collateral consisting of tangible personal property insured against loss or damage to the Collateral under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(e) Provide at least 10 days prior written notice to Collateral Agent prior to changing its name or its place of business.

6. Default and Remedies.

(a) Default. The Debtor shall be deemed in default under this Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Notes).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Collateral Agent shall have the rights of a secured creditor under the UCC, all rights granted by this Agreement and by law, including the right to (i) require the Debtor to assemble the Collateral and make it available to Collateral Agent and the Secured Parties at a place to be designated by Collateral Agent and the Secured Parties, (ii) take physical possession of inventory and other tangible Collateral, (iii) collect any and all money due or to become due and enforce in the Debtor's name all rights with respect to the Collateral; and (iv) settle, adjust or compromise any dispute with respect to any account. The Debtor hereby agrees that twenty (20) days' notice of any intended sale or disposition of any Collateral is reasonable.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent at the time of, or received by Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Collateral Agent;

(ii) Second, to the payment to each Secured Party of the amount then owing or unpaid on such Secured Party's Note, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such Note, then its Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal); and

(iii) Third, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

For purposes of this Agreement, the term "*Pro Rata Share*" shall mean, when calculating a Secured Party's portion of any distribution or amount, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the original outstanding principal amount of such Secured Party's Note and (ii) the denominator of which is the original aggregate outstanding principal amount of all Notes. In the event that a Secured Party receives payments or distributions in excess of its Pro Rata Share, then such Secured Party shall hold in trust all such excess payments or distributions for the benefit of the other Secured Parties and shall pay such amounts held in trust to such other Secured Parties upon demand by such Secured Parties.

7. Collateral Agent.

(a) Appointment. The Secured Parties hereby appoint Joel C. Schneider of The Law Offices of Joel C. Schneider as collateral agent for the Secured Parties under this Agreement (in such capacity, the "Collateral Agent") to serve from the date hereof until the termination of the Agreement.

(b) Powers and Duties of Collateral Agent, Indemnity by Secured Parties.

(i) Each Secured Party hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the Holders in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advise of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) In the case of this Agreement and the transactions contemplated hereby, each of the Secured Parties agrees to pay to the Collateral Agent, on demand, its Pro Rata Share of all fees and all expenses incurred in connection with the operation and enforcement of this Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by the Debtor. In the case of this Agreement and each instrument and document relating to any of the Collateral, each of the Secured Parties hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Agreement and the transactions contemplated hereby, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

8. Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Debtor does hereby constitute and appoint the Collateral Agent as Debtor's true and lawful attorney with full power of substitution for the Debtor in the Debtor's name, place and stead for the purposes of performing any obligation of the Debtor under this Security Agreement and taking any action and executing any instrument which the Collateral Agent may deem necessary or advisable to perform any obligation of the Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

9. Miscellaneous.

(a) Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally by hand or by courier, mailed by United States first-class mail, postage prepaid, sent by facsimile or sent by electronic mail directed (a) if to the Collateral Agent, to its address, facsimile number or electronic mail address set forth below, or at such other address, facsimile number or electronic mail address as the Collateral Agent may designate by ten (10) days' advance written notice to the Debtor or (b) if to the Debtor, to its address, facsimile number or electronic mail set forth below, or at such other address, facsimile number or electronic mail as the Debtor may designate by ten (10) days' advance written notice to the Collateral Agent. All such notices and other communications shall be effective or deemed given upon personal delivery, on the date of mailing, upon confirmation of facsimile transfer or upon confirmation of electronic mail delivery.

Collateral Agent:

Joel C. Schneider, Esq.
The Law Offices of Joel C. Schneider
595 Stewart Avenue, Suite 710
Garden City, NY 11530
Email: Schneiderjoel6@gmail.com

the Debtor:

TherapeuticsMD, Inc.
951 Broken Sound Parkway
Suite 320
Boca Raton, FL 33487
Attention: Robert Finizio, CEO
Email address: robert.finizio@therapeuticsmd.com

(b) Waivers and Amendments. This Agreement and the obligations of the Debtor and the rights of the Secured Parties under this Agreement may be amended, waived, discharged or terminated (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) with the written consent of the Debtor and Secured Parties; *provided, however*, that no such amendment or waiver shall reduce the percentage of the principal amount of Notes that is required for consent to any amendment or waiver, without the consent of all of the holders of the then outstanding Notes. Any amendment, waiver discharge or termination effected in accordance with this Section 9(b) shall be binding upon each Secured Party and the Debtor.

(c) Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF FLORIDA.

(d) Aggregation of Notes. All Notes held or acquired by a Secured Party and its affiliated entities shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

(e) Entire Agreement. This Agreement (including the schedule attached hereto) and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

(g) Successors and Assigns. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

(h) Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to a Secured Party, upon any breach or default of the Debtor under this Agreement shall impair any such right, power, or remedy of the Secured Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of the Holders of any breach or default under this Agreement or any waiver on the part of the Holders of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to the Investors, shall be cumulative and not alternative.

(i) Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(j) Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(l) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(m) Expenses. The Debtor shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Collateral Agent in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Agreement.

(n) Other Interpretive Provisions. References in this Agreement (a) include all schedules, and other attachments thereto, (b) include all documents, instruments or agreements issued or executed in replacement thereof, and (c) mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include" and "including" and words of similar import when used in this Agreement shall not be construed to be limiting or exclusive.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed as of the day and year first above written.

DEBTOR:

THERAPEUTICSMD, INC.

By: /s/ Robert Finizio
Robert Finizio
Chief Executive Officer

AGREED:

COLLATERAL AGENT:

The Law Offices of Joel C. Schneider

By: /s/ Joel C. Schneider
Joel C. Schneider

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed as of the day and year first above written.

SECURED PARTY:

PLATO & ASSOCIATES, LLC

By: /s/ Robert J. Smith
Robert J. Smith
Managing Member

STEVEN C. JOHNSON

/s/ Steven G. Johnson
Steven G. Johnson

SCHEDULE I

LIST OF SECURED PARTIES

Name and Address	Principal Amount of Note
PLATO & ASSOCIATES, LLC	\$1,357,110
STEVEN G. JOHNSON	\$1,358,014

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR PLEDGED, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH APPLICABLE STATE SECURITIES LAWS, OR IF THE PROPOSED TRANSFER MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR REGISTRATION OR QUALIFICATION UNDER APPLICABLE STATE SECURITIES LAWS.

THERAPEUTICSMD, INC.

COMMON STOCK PURCHASE WARRANT

Warrant No.: _____

Date of Issuance: February 24, 2012

THERAPEUTICSMD, INC., a Nevada corporation, (the "**Company**"), for value received, hereby grants to _____, or registered permitted assigns (the "**Holder**") the right to purchase from the Company _____ (_____) shares of the Company's Common Stock, \$0.001 par value per share (the "**Shares**") at an exercise price of \$0.38 per share (the "**Purchase Price**"), all as subject to adjustment and upon the terms and conditions hereinafter provided. To the extent not exercised, the Holder's rights under this Warrant shall become void at 5:00 p.m. on the Expiration Date. This Warrant (the "**Warrant**") was issued in conjunction with the purchase by the the Holder of a secured promissory note and pursuant to the terms of a Note Purchase Agreement of even date herewith.

This Warrant is subject to the following provisions:

1. Exercise of Warrant.

(a) This Warrant may be exercised by the Holder in whole or in part at any time and from time to time during the Exercise Period (as hereinafter defined) by the surrender of this Warrant, together with (i) the completed Exercise Agreement substantially in the form set forth in Exhibit I, executed by the Holder and accompanied by payment in full in cash or by a check payable to the Company in an amount equal to the product of the Purchase Price multiplied by the number of Shares being purchased upon such exercise.

(b) The Shares issuable upon the exercise of this Warrant shall be deemed to have been issued to the Purchaser immediately prior to the close of business on the date of its surrender for exercise, and the Purchaser shall be deemed for all purposes to have become the record holder of such Shares at such time.

2. Adjustments.

(a) **Splits and Dividends.** If the outstanding Company Shares are subdivided into a greater number of Shares or a dividend in Company Shares is paid in respect of Company Shares, the Purchase Price in effect immediately prior to such subdivision or at the record date of such dividend shall simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend be proportionately reduced. If outstanding Company Shares are combined into a smaller number of Shares, the Purchase Price in effect immediately prior to such combination shall, simultaneously with the effectiveness of such combination, be proportionately increased. When any adjustment is required to be made in the Purchase Price, the number of Shares purchasable upon the exercise of this Warrant shall be changed to the number determined by dividing (i) an amount equal to the number of Shares issuable upon the exercise of this Warrant immediately prior to such adjustment, multiplied by the Purchase Price in effect immediately prior to such adjustment, by (ii) the Purchase Price in effect immediately after such adjustment.

(b) Reclassification, Etc. In case there occurs any reclassification or change of the outstanding securities of the Company or any Reorganization on or after the date hereof, then and in each such case the Registered Holder, upon the exercise hereof at any time after the consummation of such reclassification, change, or Reorganization shall be entitled to receive, in lieu of the Shares or other securities and property receivable upon the exercise hereof prior to such consummation, the Shares or other securities or property to which such Registered Holder would have been entitled upon such consummation if such Registered Holder had exercised this Warrant immediately prior thereto, all subject to further adjustment pursuant to the provisions of this Section 2.

(c) Adjustment Certificate. When any adjustment is required to be made in the type or number of Shares or the Purchase Price pursuant to this Section 2, the Company shall promptly mail to the Holder a certificate setting forth (i) a brief statement of the facts requiring such adjustment, (ii) the Purchase Price after such adjustment and (iii) the kind and amount of Shares or other securities or property into which this Warrant shall be exercisable after such adjustment.

3. Transfers.

(a) Unregistered Security. The Holder acknowledges that this Warrant and the Shares of the Company issuable upon the exercise of this Warrant have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and agrees not to sell, pledge, distribute, offer for sale, transfer or otherwise dispose of this Warrant or any Shares issued upon its exercise in the absence of (i) an effective registration statement under the Securities Act as to this Warrant or such Shares and registration or qualification of this Warrant or such Shares under any applicable U.S. federal or state securities law then in effect, or (ii) an opinion of counsel, satisfactory to the Company, that such registration and qualification are not required. Each certificate or other instrument for Shares issued upon the exercise of this Warrant shall bear a legend substantially to the foregoing effect.

(b) Transferability. This Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of the Warrant with a properly executed assignment (in the form of Exhibit A hereto) at the principal office of the Company.

4. No Impairment. The Company will not, by amendment of the Company’s Articles of Incorporation, or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Warrant against impairment. The foregoing shall not, in any circumstances, prevent the Holder from taking any action permitted by this Warrant.

5. Term and Termination. The right to exercise this Warrant and the right to purchase securities upon exercise hereof shall commence on the date hereof and shall terminate on the 5th anniversary of the date of issuance (the “**Expiration Date**” and the period commencing on the Date of Issuance and ending on the Expiration Date, the “**Exercise Period**”).

6. Reservation of Shares. The Company will at all times reserve and keep available, solely for the issuance and delivery upon the exercise of this Warrant, such Shares as from time to time shall be issuable upon the exercise of this Warrant.

7. Replacement of Warrants. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company, or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

8. Notices. Unless otherwise provided, any notice required or permitted under this Warrant shall be given in writing.

9. No Fractional Shares. No fractional Shares will be issued in connection with any exercise hereunder. In lieu of any fractional Shares which would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the fair market value of one Share (or other security issuable upon exercise hereof) on the date of exercise, as determined in good faith by the Board of Directors of the Company.

10. Amendment or Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated without the prior written consent of (a) the Company and (b) the Holder.

11. Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

12. Governing Law; Venue. This Warrant shall be governed, construed and interpreted in accordance with the laws of the State of Nevada, without giving effect to principles of conflicts of law. Each of the parties hereto hereby consents to the exclusive jurisdiction of: (i) any state courts of the state of Florida and (ii) any federal court located in the state of Florida, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of, or in connection with, this agreement or any of the transactions contemplated hereby. Each party hereby expressly waives any and all rights to bring any suit, action or other proceeding in or before any court or tribunal other than those located in the state of Florida. In addition, each of the parties consent to the service of process by personal service or any manner in which notices may be delivered hereunder in accordance with this agreement.

{Signature page follows.}

In Witness Whereof, the Company has caused this Warrant to be executed by its duly authorized officer as of the first date written above.

THERAPEUTICSMD, INC.

By:

Robert Finizio
Chief Executive Officer

EXHIBIT I
EXERCISE AGREEMENT

To: TherapeuticsMD, Inc.

The undersigned, pursuant to the provisions set forth in the attached Warrant (Certificate No.), hereby agrees to purchase _____ of the Shares covered by such Warrant and herewith makes payment in full therefor at the price per share provided by such Warrant.

In connection with the purchase of the above-listed securities, the undersigned Holder hereby represents to TherapeuticsMD, Inc. (the "Company") as follows:

(a) The securities to be received upon the exercise of the Warrant (the "Securities") will be acquired by the Holder for investment for its own account, not as a nominee or agent, and not with a view to the sale or distribution, within the meaning of the Securities Act of 1933, as amended (the "Securities Act") of any part thereof, and the undersigned Holder has no present intention of selling, granting participation in or otherwise distributing the same, other than to its affiliates, but subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be within its control. By executing this statement, the undersigned Holder further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer, or grant participations to such person or to any third person, with respect to any securities issuable upon exercise of the Warrant.

(b) The undersigned Holder understands that the securities issuable upon exercise of the Warrant at the time of issuance may not be registered under the Securities Act and applicable state securities laws, on the ground that the issuance of such securities is exempt pursuant to Section 4(2) of the Securities Act and state law exemptions relating to offers and sales not by means of a public offering, and that the Company's reliance on such exemptions is predicated on the undersigned's representations set forth herein.

(c) The undersigned Holder acknowledges that an investment in the Company is highly speculative and represents that it is able to fend for itself in the transactions contemplated by this statement, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investments, and has the ability to bear the economic risks (including the risk of a total loss) of its investment. The undersigned Holder represents that it has had the opportunity to ask questions of the Company concerning the Company's business and assets and to obtain any additional information which it considered necessary to verify the accuracy of or to amplify the Company's disclosures, and has had all questions which have been asked by it satisfactorily answered by the Company

(d) The undersigned Holder acknowledges that the securities issuable upon exercise of the Warrant must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

Signature:

(Date)

(Print Name of Warrant Holder)

By: _____

Title: _____

EXHIBIT II
ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers all of the rights of the undersigned under the attached Warrant (Certificate No. _____) with respect to the number of shares of the Common Stock covered thereby set forth below, unto:

Name of Assignee

Address

No. of Shares

Tax I.D. No.

Dated: _____

Signature: _____

Note: The above signature should correspond exactly with the name on the face of the attached Warrant
