

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthpoint, Ltd.		11/25/2008	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Collegium Pharmaceuticals, Inc.		
<b>Street Address:</b>	400 Highland Corporate Drive		
<b>City:</b>	Cumberland		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02864		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3192258	EXACTACAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)832-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.832.1000		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Charles Weinstein, Esq., Foley Hoag LLP		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	24428-3		
<b>NAME OF SUBMITTER:</b>	Charles Weinstein, Esq.		
<b>Signature:</b>	/cew/		
<b>Date:</b>	02/09/2009		

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Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Healthpoint, Ltd, a Texas limited partnership having a place of business at 3909 Hulen Street, Fort Worth, Texas 76107 (“ASSIGNOR”), is the owner of the entire right, title and interest in and to the mark listed on the attached Appendix A;

AND WHEREAS, Collegium Pharmaceuticals Inc. a Delaware corporation, having a principal place of business and mailing address at 400 Highland Corporate Drive, Cumberland, Rhode Island 02864 (“ASSIGNEE”), is desirous of acquiring said mark;

NOW, THEREFORE, in consideration of monies and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to any and all rights associated with the marks identified in the Appendix “A”, including, without limitation, the common law trademark rights associated with the marks, any and all State trademark applications associated with the marks, any and all United States trademark applications associated with the marks, and any foreign trademark rights associated with the marks, including the goodwill embodied with the marks, any and all stylized and typed versions of the marks, the right to obtain further trademark registrations related thereto, and the right to sue for infringements and past infringements thereof.

ASSIGNOR hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor to record ASSIGNEE as the owner of the marks and to issue all registrations for said marks, to be in the name of ASSIGNEE, as assignee of the marks, for the sole use of ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

**ASSIGNOR:**

**HEALTHPOINT, LTD.**

By: 

Typed/Printed Name: H. Paul Dorman

Title: Chairman & CEO

Date: NOVEMBER 25, 2008

ASSIGNEE:

COLLEGIUM PHARMACEUTICALS, INC.

By: Steven N. Tannenbaum

Typed/Printed Name: Steven N. Tannenbaum

Title: Executive VP & CFO

Date: December 8, 2008

**APPENDIX "A"**

**TRADEMARKS**

**U.S.**

<b>Registration No.</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Issue Date</b>
3192258	EXACTACAIN	10/3/2005	1/2/2007