

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Collegium Pharmaceutical, Inc.		06/25/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lupin Holdings B.V.		
<b>Street Address:</b>	Naritaweg 165		
<b>City:</b>	Amsterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	1043 BW		
<b>Entity Type:</b>	CORPORATION: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77546760	ALLERNAZE	
<b>Serial Number:</b>	77349620	ALLERNASE	
<b>Serial Number:</b>	78378376	ALLERNASE	
<b>Serial Number:</b>	77546768	ALLERNARE	
<b>Registration Number:</b>	2084270	TRI-NASAL	
<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		

CH \$140.00 77546760

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Charles Weinstein, Esq.
Signature:	/Charles Weinstein/
Date:	07/20/2009

Total Attachments: 4

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## WORLDWIDE TRADEMARK ASSIGNMENT

This Worldwide Trademark Assignment (the "*Assignment*") is entered into and is effective as of June 25, 2009 (the "*Effective Date*"), by and between Collegium Pharmaceutical, Inc., a Delaware corporation having a place of business at 400 Highland Corporate Drive, Cumberland, RI 02864 (the "*Assignor*"), and Lupin Holdings B.V., a corporation organized and existing under the Laws of the Netherlands, having a place of business at Naritaweg 165, 1043 BW AMSTERDAM, The Netherlands (the "*Assignee*").

The Assignor hereby transfers and assigns to Assignee, effective as of the Effective Date, all worldwide right, title, and interest in and to the trademarks, trade names, service marks, applications and registrations described in Exhibit A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith (collectively, the "*Marks*").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee, as of the Effective Date, all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the Effective Date, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

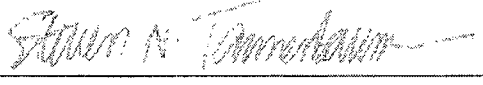
This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

[End of Page. Signatures Follow.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment.

Collegium Pharmaceutical, Inc.

Dated: June 24, 2009

By:   
Steven N. Tannenbaum  
Executive Vice President and Chief  
Financial Officer

This 24th day of June, 2009, before me personally came the before-mentioned known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

  
Notary Public

WENDY-ANN WOODS  
NOTARY PUBLIC  
State of Rhode Island  
My Commission Expires  
March 1, 2012

Lupin Holdings B.V.

Dated: June 25, 2009

By: \_\_\_\_\_  
Andrew Macaulay  
Director

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment.

Collegium Pharmaceutical, Inc.

Dated: June 25, 2009

By: \_\_\_\_\_  
Steven N. Tannenbaum  
Executive Vice President and Chief  
Financial Officer

This \_\_\_\_\_ day of June, 2009, before me personally came the before-mentioned known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

\_\_\_\_\_  
Notary Public

Lupin Holdings B.V.

Dated: June 25, 2009

By: Macaulay  
Andrew Macaulay  
Director

*Signature page to Trademark Assignment*

**TRADEMARK**  
**REEL: 004027 FRAME: 0495**

**EXHIBIT A**

**Trademarks/Service Marks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Goods/Services</b>	<b>Application No. / Registration No.</b>
US	ALLERNAZE	Pharmaceutical preparations for the treatment of respiratory diseases	77/546,760 Pending
US	ALLERNASE	Pharmaceutical preparations for the treatment of respiratory diseases	77/349,620 Pending
US	ALLERNASE	Pharmaceutical preparations and substances, particularly nasal inhaled steroids, for the treatment and/or alleviation of respiratory diseases	78/378,376 Expired
US	ALLERNARE	Pharmaceutical preparations for the treatment of respiratory diseases	77/546,768 Pending
US	TRI-NASAL	pharmaceutical preparation, namely, a nasal steroid sprayed into the nose	2,084,270 Cancelled