

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COLLEGIUM PHARMACEUTICAL, INC.		02/13/2020	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIOPHARMA CREDIT PLC		
<b>Street Address:</b>	51 NEW NORTH ROAD		
<b>Internal Address:</b>	C/O BEAUFORT HOUSE		
<b>City:</b>	EXETER EX4 4EP		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	Public Limited Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5027886	XTAMPZA	
<b>Registration Number:</b>	5218890	COLLEGIUM PHARMACEUTICAL	
<b>Registration Number:</b>	4031851	DETERX	
<b>Registration Number:</b>	5133557	NUCYNTA	
<b>Registration Number:</b>	3732548	NUCYNTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	214.969.2741		
<b>Email:</b>	blove@akingump.com		
<b>Correspondent Name:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	687747.0053		
<b>NAME OF SUBMITTER:</b>	Brenda Love		
<b>SIGNATURE:</b>	/Brenda Love/		
<b>DATE SIGNED:</b>	02/13/2020		

CH \$140.00 5027886

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2020, is made by COLLEGIUM PHARMACEUTICAL, INC. (“Grantor”), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns, the “Collateral Agent”) on behalf of Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of February 6, 2020 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among COLLEGIUM PHARMACEUTICAL, INC., a Virginia corporation (“Borrower”), COLLEGIUM SECURITIES CORPORATION, a Massachusetts corporation (as a Guarantor), BIOPHARMA CREDIT PLC (as the “Collateral Agent” and a “Lender”), and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”), each Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is required, pursuant to a Guaranty and Security Agreement dated as of February 13, 2020 in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) to which Grantor is a party, to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent

for the benefit of Lenders and the other Secured Parties, pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

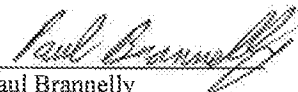
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COLLEGIUM PHARMACEUTICAL, INC.  
as Grantor

By:   
Name: Paul Brannelly  
Title: Executive Vice President and  
Chief Financial Officer

*Signature Page to Trademark Security Agreement*

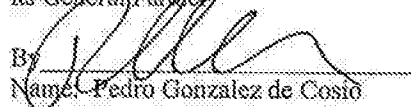
**TRADEMARK**  
**REEL: 006864 FRAME: 0331**

ACCEPTED AND AGREED  
as of the date first above written:

BIOPHARMA CREDIT PLC,  
as Collateral Agent

By: Pharmakon Advisors, LP,  
its Investment Manager

By: Pharmakon Management I, LLC,  
its General Partner


By:   
Name: Pedro Gonzalez de Cosio  
Title: Managing Member

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 006864 FRAME: 0332**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Name of Entity	Country	Trademark	Registration Date	Status	Application/ Registration No.
Collegium Pharmaceutical, Inc.	U.S.	XTAMPZA	8/23/2016	Live	86525672 (Serial No.) 5027886 (Registration No.)
Collegium Pharmaceutical, Inc.	U.S.	COLLEGIUM PHARMACEUTICAL	6/6/2017	Live	86426952 (Serial No.) 5218890 (Registration No.)
Collegium Pharmaceutical, Inc.	U.S.	DETERX	9/27/2011	Live	77283090 (Serial No.) 4031851 (Registration No.)
Collegium Pharmaceutical, Inc.	U.S.	NUCYNTA and Design 	01/31/2017	Registered	87085846 (Serial No.) 5133557 (Registration No.)
Collegium Pharmaceutical, Inc.	U.S.	NUCYNTA	12/29/2009	Registered	77620713 (Serial No.) 3732548 (Registration No.)