

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562220

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Assertio Therapeutics, Inc.		02/13/2020	Corporation: DELAWARE
Depo NF Sub, LLC		02/13/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Collegium Pharmaceutical, Inc.		
<b>Street Address:</b>	100 Technology Center Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Stoughton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02072		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5133557	NUCYNTA	
<b>Registration Number:</b>	3732548	NUCYNTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8665413889		
<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>	412-454-5033		
<b>Email:</b>	summerfv@pepperlaw.com		
<b>Correspondent Name:</b>	Victoria D Summerfield		
<b>Address Line 1:</b>	501 Grant Street, Suite 300		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>NAME OF SUBMITTER:</b>	Victoria D Summerfield		
<b>SIGNATURE:</b>	/Victoria D Summerfield/		
<b>DATE SIGNED:</b>	02/14/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of February 13, 2020 (the "Effective Date"), and is made from Assertio Therapeutics, Inc., a Delaware corporation ("Seller"), and Depo NF Sub, LLC, a Delaware limited liability company (collectively with Seller, "Assignor"), to Collegium Pharmaceutical, Inc., a Virginia corporation ("Assignee"); *Assignment of the entire interest and the goodwill. ASH*

*PB*

### WITNESSETH:

WHEREAS, Assignor is the owner of that certain trademark registration set forth in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 6, 2020, by and between Seller and Assignee (the "Purchase Agreement"), Assignee has agreed to acquire, and Assignor has agreed to transfer to Assignee, all of Assignor's and each Divesting Entity's rights, title and interests in, to and under the Trademarks. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

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

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee free and clear of all Liens (other than Permitted Liens) all of its rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill (if any) of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks and (d) any and all rights, privileges and proceeds under the Trademarks, including, without limitation, the right to renew the registrations for such Trademarks and every priority right that is or may be predicated upon or arise from said Trademarks, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, any claim or rights to sue and recover any and all damages and profits, and any and all other remedies by Assignor against third parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Trademarks. Assignee acknowledges and agrees that any and all such rights, title and interests in, to and under the Trademarks that Assignee is acquiring hereunder do not extend outside of the United States. Assignor further waives all claims it has to the Trademarks and agrees to cease all use of the Trademarks, as domain names, names, trade names, trademarks or service marks or otherwise, as of the Effective Date.

2. Recordation and Further Actions. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Authorities. Assignor agrees that

Assignee shall have the rights to register and record its rights in the Trademarks, in its name, in the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction of any Governmental Authority.

3. Attorney. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to at the request and at the expense of Assignee, take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first creation of any of the Trademarks to the date of this Assignment.

4. No Alteration. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

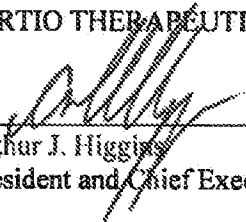
6. Further Assurances. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee as may be reasonably necessary or desirable, to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee or any assignee or successor thereto.

7. General. This Assignment is subject to all the terms and conditions of the Purchase Agreement. This Assignment is intended for recordation purposes only, and to the extent this Assignment and the Purchase Agreement conflict in any way, the terms of the Purchase Agreement will control. Section 10.01, Section 10.02, Section 10.03, Section 10.04, Section 10.07, Section 10.10, Section 10.12, Section 10.13, Section 10.14 and Section 10.15 of the Purchase Agreement are incorporated herein by reference and made part of this Assignment, *mutatis mutandis*.

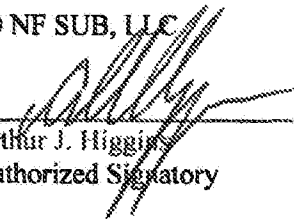
[Remainder of the page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

Assignor:  
ASSERTIO THERAPEUTICS, INC.

By:  \_\_\_\_\_ 2/18/2020  
Arthur J. Higgins  
President and Chief Executive Officer

DEPO NF SUB, LLC

By:  \_\_\_\_\_ 2/18/2020  
Arthur J. Higgins  
Authorized Signatory

Assignee:  
COLLEGIUM PHARMACEUTICAL, INC.

By: \_\_\_\_\_  
Name:  
Title:


*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK  
REEL: 006864 FRAME: 0653

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

Assignee:

COLLEGIUM PHARMACEUTICAL, INC.


By:  2/13/2020  
Name: Paul Brannelly  
Title: Executive Vice President and  
Chief Financial Officer

*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK  
REEL: 006864 FRAME: 0654

Schedule A

Assigned Trademark Registrations and Applications

Trademark	Country	Filing Type	Classes	Current Status	Current Status Date	Filing Number	Filing Date	Registration Number	Registration Date	Legal Owner	Next Renewal Due Date
	U.S.	TEAS RF	100, 101	Registered	Jan. 31, 2017	87085846	6/28/2016	5133557	1/31/2017	Depo NF Sub, LLC	AFFIDAVIT OF USE 1/31/2023
NUCYNTA	U.S.	TEAS	6, 18, 44, 46, 51, 52	Renewed	Apr. 12, 2019	77620713	11/24/2008	3732548	12/29/2009	Depo NF Sub, LLC	RENEWAL 12/29/2029