

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLLEGIUM PHARMACEUTICAL, INC.		03/22/2022	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC		
Street Address:	c/o Beaufort House, 51 New North Road		
City:	EXETER EX4 4EP		
State/Country:	UNITED KINGDOM		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5027886	XTAMPZA	
Registration Number:	5218890	COLLEGIUM PHARMACEUTICAL	
Registration Number:	5133557	NUCYNTA	
Registration Number:	3732548	NUCYNTA	
Registration Number:	6168450	C COLLEGIUM PHARMACEUTICAL	
Registration Number:	4031851	DETERX	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	687747.0053		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	03/22/2022		

CH \$165.00 5027886

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of March 22, 2022 (the “Amendment Effective Date”), 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 that certain Loan Agreement, dated as of February 6, 2020 (the “Effective Date”) and amended as of February 24, 2020 and May 27, 2020, by and among Borrower, Collegium Securities Corporation (as an additional Credit Party), the Collateral Agent and Lenders (the “Prior Loan Agreement”), Lenders agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein, including the execution and delivery of that certain Guaranty and Security Agreement, dated as of February 13, 2020, by and among Borrower, Collegium Securities Corporation (as a Guarantor) and the Collateral Agent (the “Prior Guaranty and Security Agreement”);

WHEREAS, Grantor was required, pursuant to the Prior Guaranty and Security Agreement to which Grantor is a party, to execute and deliver that certain Trademark Security Agreement, dated as of February 13, 2020, in favor of the Collateral Agent on behalf of Lenders and each other Secured Party (the “Prior Trademark Security Agreement”);

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated as of March 22, 2022, by and among COLLEGIUM PHARMACEUTICAL, INC., a Virginia corporation (“Borrower”), COLLEGIUM SECURITIES CORPORATION, a Massachusetts corporation (as an additional Credit Party), BRISTOL ACQUISITION COMPANY INC., a Delaware corporation (as an additional Credit Party), BIOPHARMA CREDIT PLC (as the “Collateral Agent”), BPCR LIMITED PARTNERSHIP (as a “Lender”), and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), the Prior Loan Agreement has been superseded and replaced in its entirety by the Loan Agreement and the Prior Loan Agreement has no further force and effect;

WHEREAS, pursuant to that certain Amended and Restated Guaranty and Security Agreement, dated as of March 22, 2022, by and among Borrower, COLLEGIUM SECURITIES CORPORATION (as a Guarantor), BRISTOL ACQUISITION COMPANY INC. (as a Guarantor) and each other Guarantor party thereto from time to time, in favor of the Collateral Agent on behalf of Lenders and each other Secured Party (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), the Prior Guaranty and Security Agreement has been superseded and replaced in its entirety by the Guaranty and Security Agreement and the Prior Guaranty and Security Agreement has no further force and effect;

WHEREAS, Grantor is required, pursuant to the Guaranty and Security Agreement to which Grantor is a party, to execute and deliver this Trademark Security Agreement;

WHEREAS, this Trademark Security Agreement amends and restates in its entirety, and replaces, the terms of (and obligations outstanding under) the Prior Trademark Security Agreement. The parties hereto agree that the Prior Trademark Security Agreement is hereby superseded and replaced in its entirety by this Trademark Security Agreement and the Prior Trademark Security Agreement has no further force or effect;

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.

Section 7. Amendment and Restatement.

(a) This Trademark Security Agreement amends and restates in its entirety, and replaces, the terms of (and obligations outstanding under) the Prior Trademark Security Agreement, and the Prior Trademark Security Agreement shall have no further force or effect.

(b) On and after the Amendment Effective Date, all references to the Prior Trademark Security Agreement or the "IP Agreements" in any and all of the existing Loan Documents executed in connection with the Prior Loan Agreement, whether on the Effective Date or at any time thereafter but prior to the Amendment Effective Date, shall be deemed to include references to this Trademark Security Agreement, as amended, restated, supplemented or otherwise modified from time to time.

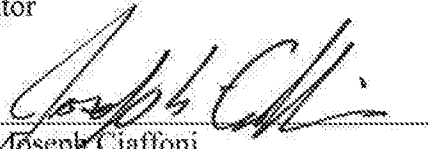
(c) Each party to this Trademark Security Agreement acknowledges and agrees that this Trademark Security Agreement and the documents executed and delivered in connection herewith do not constitute a novation, payment and reborrowing or termination of any of the Secured Obligations under the Prior Guaranty and Security Agreement as in effect prior to the Amendment Effective Date or a novation or payment and reborrowing of any amount owing under the Prior Loan Agreement as in effect prior to the Amendment Effective Date.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated 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: Joseph Ciaffoni
Title: President and Chief Executive Officer

Signature Page to Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 007668 FRAME: 0182

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

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Trademark Applications

Grantor	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 PHARMACEUTI CAL	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.)
Collegium Pharmaceutical, Inc.	U.S.	C COLLEGIUM PHARMACEUTI CAL and Design 	10/06/2020	Registered	88840887 (Serial No.) 6168450 (Registration No.)