

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARIUS TWO, INC.		03/22/2022	Corporation: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3473621	BEMA	
Registration Number:	3623813	BEMA	
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		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2022, is made by ARIUS TWO, 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 an Amended and Restated Loan Agreement, dated as of March 22, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among COLLEGIUM PHARMACEUTICAL, INC. (“Borrower”), the other Grantors party thereto from time to time, BPCR LIMITED PARTNERSHIP (as a “Lender”), BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”), and the Collateral Agent, Lenders have agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of March 22, 2022, in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Loan Agreement) of Borrower; and

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;

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 its 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,

ARIUS TWO, INC.,
as Grantor

By: 

Name: Joseph Ciaffoni

Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement (Arius Two)

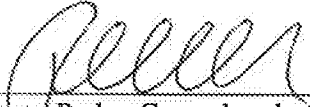
TRADEMARK
REEL: 007668 FRAME: 0208

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 and Applications

All Trademarks listed below are owned by Arius Two, Inc.:

Trademark	Name of the applicant/registrant	Jurisdiction of application/registration	Application or registration number
BEMA	Arius Two, Inc.	U.S. Registered 05/19/2009	77291656 (Serial No.) 3623813 (Registration No.)
BEMA	Arius Two, Inc.	U.S. Registered 07/22/2008	78424675 (Serial No.) 3473621 (Registration No.)