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As confidentially submitted to the Securities and Exchange Commission on March 3, 2015. This draft registration statement has not been publicly filed with the Securities and Exchange Commission and all information herein remains confidential.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Collegium Pharmaceutical, Inc.

(Exact name of registrant as specified in its charter)

Virginia	**2834**	**03-0416362**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Collegium Pharmaceutical, Inc.
780 Dedham Street
Suite 800
Canton, MA 02021
(781) 713-3699
(Address, including zip code and telephone number, including area code, of registrant's principal executive offices)

Michael T. Heffernan
Chief Executive Officer
Collegium Pharmaceutical, Inc.
780 Dedham Street
Suite 800
Canton, MA 02021
(781) 713-3699
(Name, address, including zip code and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer o	Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price[(1)]	Amount of registration fee
Common Stock, $0.001 par value per share	$	$

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act and includes the aggregate offering price of shares that the underwriters have the option to purchase to cover over-allotments.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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SUBJECT TO COMPLETION, DATED MARCH 3, 2015

PRELIMINARY PROSPECTUS

Shares

Collegium Pharmaceutical, Inc.

Common Stock

We are offering shares of our common stock. This is our initial public offering and no public market currently exists for our common stock. We expect the initial public offering price to be between $ and $ per share. We intend to apply to list our common stock on The NASDAQ Global Market ("NASDAQ") under the symbol "COLL."

We are an "emerging growth company" as defined in Section 2(a) of the Securities Act of 1933, as amended, or the Securities Act, and will be subject to reduced public company reporting requirements. See "Prospectus Summary — Implications of Being an Emerging Growth Company."

Investing in our common stock involves a high degree of risks. Please read "Risk Factors" beginning on page 13 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions[(1)]	$	$
Proceeds, before expenses, to us	$	$

(1) We refer you to "Underwriting" beginning on page 164 of this prospectus for additional information regarding total underwriter compensation.

Delivery of the shares of common stock is expected to be made on or about , 2015. We have granted the underwriters an option for a period of 30 days to purchase an additional shares of our common stock. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be $, and the total proceeds to us, before expenses, will be $.

Jefferies **Piper Jaffray**

Wells Fargo Securities

Needham & Company

Prospectus dated , 2015

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Neither we nor any of the underwriters has authorized anyone to provide you with information different from, or in addition to, that contained in this prospectus or any free writing prospectus prepared by or on behalf of us or to which we may have referred you in connection with this offering. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. Neither we nor any of the underwriters is making an offer to sell or seeking offers to buy these securities in any jurisdiction where, or to any person to whom, the offer or sale is not permitted. The information in this prospectus is accurate only as of the date on the front cover of this prospectus, regardless of the time of delivery of this prospectus or of any sale of shares of our common stock and the information in any free writing prospectus that we may provide you in connection with this offering is accurate only as of the date of that free writing prospectus. Our business, financial condition, results of operations and future growth prospects may have changed since those dates.

INDUSTRY AND MARKET DATA

We obtained the industry, market and competitive position data in this prospectus from our own internal estimates and research as well as from industry and general publications and research surveys and studies conducted by third parties. We believe this data is accurate in all material respects as of the date of this prospectus. In addition, projections, assumptions and estimates of the future performance of the industry in which we operate and our future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors."

TRADEMARKS AND TRADE NAMES

We have registered Collegium Pharmaceutical, Inc., DETERx and XTAMPZA ER as U.S. trademarks. This prospectus contains references to our trademarks and to trademarks belonging to other entities. Solely for convenience, trademarks and trade names referred to in this prospectus, including logos, artwork and other visual displays, may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trade names or trademarks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

PROSPECTUS SUMMARY

This summary highlights certain information about us and this offering contained elsewhere in this prospectus. Because it is only a summary, it does no contain all of the information that you should consider before investing in shares of our common stock and it is qualified in its entirety by, and should be read in conjunction with, the more detailed information appearing elsewhere in this prospectus. Before you decide to invest in our common stock, you should read the entire prospectus carefully, including "Risk Factors," "Special Note Regarding Forward-Looking Statements" and the financial statements and related notes included elsewhere in this prospectus.

Unless the context indicates otherwise, as used in this prospectus, the terms "Collegium," "we," "us," "our," "our company" and "our business" refer to Collegium Pharmaceutical, Inc.

Overview

We are a specialty pharmaceutical company developing and planning to commercialize next-generation abuse-deterrent products that incorporate our patented DETERx® platform technology for the treatment of chronic pain and other diseases. Our lead product candidate, XTAMPZA ER™, or XTAMPZA, is an abuse-deterrent, extended-release, oral formulation of oxycodone, a widely prescribed opioid medication. XTAMPZA has received Fast Track status from the U.S. Food and Drug Administration, or FDA. Our new drug application, or NDA, filing for XTAMPZA was accepted by the FDA on February 10, 2015. On February 25, 2015, the FDA set a Prescription Drug User Fee Act, or PDUFA, goal date of October 12, 2015, for completion of its review of the XTAMPZA NDA.

XTAMPZA has the same active ingredient as OxyContin® OP, which is the largest selling abuse-deterrent, extended-release opioid in the United State by dollars, with $2.5 billion in U.S. sales in 2014. We conducted a comprehensive preclinical and clinical program for XTAMPZA consistent with FDA guidance on abuse-deterrence. These studies and clinical trials demonstrated that chewing, crushing and/or dissolving XTAMPZA, and then taking orally or smoking, snorting or injecting it did not meaningfully change its drug release profile or safety characteristics. By contrast, clinical trials performed by us and others — including a head-to-head clinical trial comparing XTAMPZA with OxyContin OP — have shown that drug abusers can achieve rapid release and absorption of the active ingredient by manipulating OxyContin OP using common household tools and methods commonly available on the Internet.

In addition, our preclinical studies and clinical trials have shown that the contents of the XTAMPZA capsule can be removed from the capsule and sprinkled on food, directly into the mouth or administered through feeding tubes, without compromising their drug release profile, safety or abuse-deterrent characteristics. By contrast, OxyContin OP, which is formulated in hard tablets, has a black box warning label stating that crushing, dissolving or chewing can cause rapid release and absorption of a potentially fatal dose of the active ingredient. We believe that XTAMPZA, if approved, can address the pain management needs of the approximately 11 million patients in the United States who suffer from chronic pain and have difficulty swallowing.

Our DETERx Platform Technology

In our proprietary DETERx technology, we combine active ingredients such as oxycodone with fatty acid and waxes to form a molten solution which is spray-congealed into solid microspheres using a patented spinning disk manufacturing process. These solid wax-based microspheres are then filled into capsules. Each individual microsphere is designed to be extended-release and abuse-deterrent.

In addition to our XTAMPZA formulation of oxycodone, DETERx technology is applicable to many other opioid active ingredients, as well as other categories of abuseable drugs such as amphetamines and methylphenidate.

Prescription Drug Abuse

The U.S. Centers for Disease Control and Prevention described abuse of prescription drugs in the United States as a growing and deadly epidemic. Deaths in the United States from prescription opioid overdose have grown from approximately 4,000 in 1999 to approximately 16,000 in 2012.

The American Journal of Managed Care estimated in a 2013 report that opioid abuse costs public and private healthcare payors over $72 billion annually in direct healthcare costs, including costs of emergency room visits, rehabilitation and associated health problems. In response to widespread prescription opioid abuse, the U.S. government and a number of state legislatures have introduced, and in some cases have enacted, legislation and regulations intended to encourage the development of abuse-deterrent forms of pain medications, including certain forms of extended-release opioids. The FDA has stated that addressing prescription drug abuse is a priority, and the development of abuse-deterrent opioids is a key part of that strategy.

Extended-release opioids incorporate a large amount of opioid with a time-release mechanism designed to deliver steady amounts of opioid, typically over 12 to 24 hours. Drug abusers find currently approved extended-release opioid tablets desirable because of the large amount of drug payload, which they attempt to release quickly into the bloodstream to create euphoria. It is difficult for drug abusers to achieve this rapid release and absorption into the bloodstream by taking multiple intact extended-release opioid tablets or capsules because doing so often causes sleepiness and/or respiratory distress before euphoria is achieved. Instead, they attempt to defeat the extended-release properties in order to achieve rapid release of the active ingredient.

In 2014, there were approximately 29 million prescriptions for extended-release and long-acting opioids in the United States. OxyContin OP accounted for approximately $2.5 billion in total U.S. sales from approximately 6 million prescriptions. Despite the introduction of OxyContin OP in 2010 as the first FDA-approved abuse-deterrent extended-release opioid formulation, abuse of extended-release opioids, including OxyContin OP, continues to be a major public health issue. OxyContin OP, even with its abuse-deterrent formulation, remains vulnerable to abuse using common household objects, like pill crushers. Third party studies found that abusers of OxyContin OP use various routes of abuse — including snorting, injection and oral abuse — despite OxyContin OP's abuse-deterrent features.

OxyContin OP Tablet + $6.39 Pill Crusher = Abuseable Fine Powder in 16 Seconds

Chronic Pain with Dysphagia

It is estimated that more than 10% of patients with chronic pain, or approximately 11 million patients, have dysphagia, or difficulty in swallowing, because they have cancer, are elderly, have other medical problems or have difficulty swallowing without a known medical cause. Our preclinical studies and clinical trials have shown that the contents of the XTAMPZA capsules can be removed from the capsule and sprinkled on food, directly into the mouth or administered through feeding tubes, without compromising

their extended-release properties. By contrast, all other FDA-approved, orally administered, extended-release opioids have a black box warning label stating that "crushing, dissolving or chewing can cause rapid release and absorption of a potentially fatal dose of the active drug", making them unsuitable or unattractive for patients who suffer from chronic pain with dysphagia, or CPD. An external marketing study performed for us in 2013 estimated that XTAMPZA, if approved, has a peak revenue potential for U.S. patients with CPD in excess of $700 million annually. We have performed what we believe to be all of the required preclinical studies and clinical trials to obtain FDA product labeling for sprinkling XTAMPZA microspheres directly in the mouth or on food, as well as administering the microspheres through gastric or nasogastric feeding tubes. If approved with such labeling and without such black box warning, XTAMPZA would be the only abuse-deterrent extended-release opioid product addressing this patient segment.

XTAMPZA

Our lead product candidate, XTAMPZA, is an abuse-deterrent, extended-release, oral formulation of oxycodone in development for the management o pain severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate. The active ingredient in XTAMPZA is oxycodone, which is approved by the FDA and other regulators around the world in a number of both immediate-release and extended-release drug products. We developed XTAMPZA using our proprietary, DETERx abuse-deterrent technology to address commo methods of abuse, including chewing, crushing and/or dissolving, and then taking orally or snorting or injecting XTAMPZA.

Clinical Development

In January 2013, the FDA issued a draft guidance document titled "Abuse-Deterrent Opioids — Evaluation and Labeling." This FDA draft guidance, which is not yet finalized but has been followed by the FDA in the approval process of abuse-deterrence products, specifically defines the studies and clinical trials required to evaluate the abuse-deterrent properties of a formulation and the associated claims that a manufacturer can make based on th results of those studies and clinical trials. This is meant to incentivize the development of improved abuse-deterrent products. We believe that we have followed the FDA draft guidance in all of our studies and clinical trials. Also, because of our Fast Track status, we have had multiple interactions with the FDA. Based upon these interactions, we designed our studies and clinical trials with a goal of achieving a differentiated label from OxyContin OP with respect to the abuse-deterrent properties of XTAMPZA.

We have completed numerous studies and clinical trials on XTAMPZA, which have demonstrated:

- *Safety and effectiveness for treatment of chronic pain.* In July 2014, we completed a prospective, randomized Phase 3 clinical trial that met its primary endpoint ($p<0.0001$), demonstrating that XTAMPZA, compared to a placebo, was safe and effective in treating moderate-to-severe chronic lower back pain.

- *Superior abuse-deterrent properties when compared with OxyContin OP in a head-to-head oral abuse-deterrence clinical trial.* In an abuse-deterrence clinical trial, we measured the drug release of both OxyContin OP and XTAMPZA when intact and when subjected to the most effective method of attempting to defeat their abuse-deterrent properties. This clinical trial showed that crushing OxyContin OP caused the active ingredient (oxycodone) to be released rapidly, with drug release that was bioequivalent to immediate-release oxycodone. By contrast, this clinical trial showed that the release of oxycodone from crushed XTAMPZA was bioequivalent to uncrushed XTAMPZA. Based on this data, we believe drug abusers may find XTAMPZA less desirable to abuse orally than OxyContin OP after crushing.

- *Abuse-deterrent properties in an oral human abuse potential clinical trial.* Consistent with FDA guidance, we performed a human abuse potential clinical trial using the oral route of administration measuring "drug liking" in recreational drug users. We measured how well recreational drug users liked intact XTAMPZA (taken orally as intended) and chewed XTAMPZA compared with crushed immediate-release oxycodone taken orally. The clinical trial showed with statistical significance that

both chewed and intact XTAMPZA were "liked" less than immediate-release oxycodone. The clinical trial also showed that opening our capsules and chewing the microspheres did not change the pharmacokinetics of XTAMPZA.

- *Abuse-deterrent properties following snorting in a human abuse potential clinical trial.* Consistent with FDA guidance, we performed a human abuse potential clinical trial using the snorted route of administration. The clinical trial demonstrated that crushing and snorting XTAMPZA microspheres resulted in lower blood levels of oxycodone than taking intact XTAMPZA capsules orally. The clinical trial also demonstrated with statistical significance that crushed and snorted XTAMPZA microspheres were "liked" less than both intact XTAMPZA administered orally and snorted immediate-release oxycodone. Based on this data, we believe that drug abusers may not find it desirable to snort XTAMPZA.

- *Ability to sprinkle microspheres for patients with difficulty swallowing.* In clinical trials we performed based on FDA guidance, we demonstrated that when XTAMPZA microspheres were removed from the capsule and chewed or crushed, or removed from the capsule and sprinkled onto soft food and administered orally, the drug release profile did not significantly change from administering intact XTAMPZA capsules. Additionally, in preclinical studies we showed that the drug release profile did not change when the microspheres were administered using various types of feeding tubes. We believe that we have performed the required preclinical studies and clinical trials to obtain FDA product labeling for sprinkling XTAMPZA microspheres directly in the mouth or on food, as well administering the microspheres through gastric or nasogastric feeding tubes.

Competitive Abuse-Deterrent Approaches

To address the potential for abuse, the pharmaceutical industry has created a number of abuse-deterrent products and product candidates, using a variety of technical strategies that fall under the following categories:

- *Physical/Chemical Barriers*: Physical barriers are formulations designed to prevent chewing, crushing, cutting, grating or grinding for oral or nasal abuse. Physical and chemical barriers can make it difficult to extract the opioid from the formulation for intravenous abuse using common solvents such as water.

- *Agonist/Antagonist Combinations*: An opioid antagonist can be co-formulated with an active opioid ingredient, or agonist, to interfere with or reduce the euphoria associated with abuse. Market research studies performed for us have shown that some physicians prefer not to use an abuse-deterrent formulation with an opioid antagonist because such formulations may be less useful in addressing chronic pain and their antagonist components may precipitate withdrawal.

- *Prodrug approaches*: A prodrug is a drug administered in an inactive, or less active, form designed to enable more effective delivery. The prodrug is then converted by the body into the active ingredient through a normal, metabolic process. In a prodrug opioid, the active ingredient is designed to be released if the drug is taken orally, but if an abuser or patient takes a large amount of the drug, the prodrug is not broken down or absorbed rapidly enough to create euphoria. If injected or snorted, the prodrug is not broken down and the active ingredient is not released. To date, the only extended-release product candidate using the prodrug approach in late-stage clinical development did not achieve its primary endpoint of demonstrating adequate pain relief compared to a placebo in a Phase 2 clinical trial. No opioids using a prodrug approach are currently marketed.

We believe XTAMPZA represents the best-in-class approach to creating an abuse-deterrent extended-release opioid formulation. XTAMPZA does not incorporate an opioid antagonist, is not a prodrug, and, based on the studies and clinical trials we conducted, is resistant to abuse through physical or chemical manipulation.

Patents and Proprietary Technology

We regard the protection of patents, designs, trademarks and other proprietary rights that we own or license as critical to our success and competitive position. Our patent portfolio directed toward XTAMPZA and our DETERx technology consists of six issued patents in the United States, two pending applications in the European Union and one issued patent in each of Canada, Japan and Australia. In addition, we have six patent applications pendin in the United States, and two pending foreign patent applications (excluding Europe), in Japan and Canada. Our issued U.S. patents are projected to expire in 2023 and 2025, and our pending patent applications in the United States, if issued, would be projected to expire in 2023 and 2030. In additior we use a unique and proprietary process to manufacture our products that requires significant know-how, which we currently protect as trade secrets.

Our technology and products are not in-licensed from any third party, and we own all of the rights to our product candidates.

Expected Litigation and Litigation Strategy

We filed the NDA for XTAMPZA as a 505(b)(2) application, which allows us to reference data from an approved drug listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (commonly known as the Orange Book), in this case OxyContin OP. The 505(b)(2) process requires that we certify to the FDA and notify Purdue Pharma, L.P., or Purdue, as the holder of the NDA and any other Orange Book-listed patent owners, that we do not infringe any of the patents listed for OxyContin OP in the Orange Book, or that the patents are invalid. Under the Hatch-Waxma Act of 1984, Purdue can then elect to sue us for infringement, and if they do, receive a stay of up to 30 months before the FDA can issue a final approval for XTAMPZA, unless the stay is earlier terminated.

In order to commercialize XTAMPZA, we will need both FDA approval and to dispose of any lawsuit filed by Purdue. We have planned for a lawsuit from Purdue and we do not believe we infringe Purdue's patents.

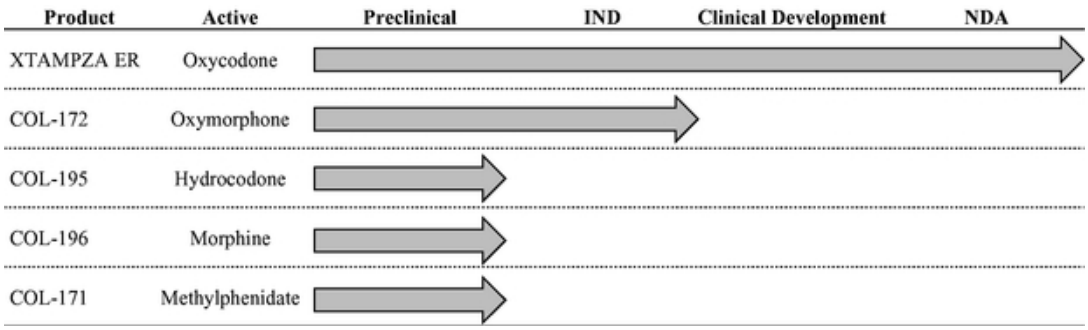
The FDA is entitled to give XTAMPZA a tentative approval before the 30-month stay has expired, which means the product is approved and the key aspects of the label are agreed upon, subject to the expiration of the 30-month period or termination of the stay. If we receive a court order that the listed patents are invalid or not infringed, or if we settle any litigation before the 30-month period expires, the FDA can then provide final approval of XTAMPZA prior to the expiration of the 30-month period, at which point the product can be marketed. Our certification letter to Purdue and the other Orange Book-listed patent owners documents why XTAMPZA does not infringe any of the 11 Orange Book-listed patents for OxyContin OP, five of which stand invalidated by the Federal District Court for the Southern District of New York, subject to a pending appeal.

Despite this, we anticipate that Purdue will sue us for patent infringement as a possible means to delay the launch of XTAMPZA. We have engaged experienced litigation counsel who have worked carefully with us to construct a strategy to prevail in any litigation that arises as expeditiously as possible.

DETERx Pipeline

We have applied our DETERx platform technology to XTAMPZA as well as other product candidates in our pipeline. We have an extended-release, abuse-deterrent oxymorphone program for the treatment of chronic pain for which we have filed an investigational new drug application, or IND. This program has received a grant from the National Institute on Drug Abuse, a constituent institute of the National Institutes of Health, and has been granted Fast Track status by the FDA. We also have other extended-release, abuse-deterrent product candidates that have completed preliminary preclinical studies, including hydrocodone and morphine for pain, and methylphenidate for the treatment of attention deficit hyperactivity disorder, or ADHD. We are targeting to begin clinical trials with our second product candidate in the first quarter of

2016. All of these product candidates share similar abuse-deterrent qualities as XTAMPZA and are designed to be suitable for patients with difficulty swallowing. We own all of the rights to our product candidates.



Our Strategy

Our goal is to become the leading marketer of abuse-deterrent extended-release opioids and other commonly abused products. Key elements of our strategy to achieve this goal are to:

- *Establish our leadership position by obtaining approval to market XTAMPZA with a best-in-class abuse-deterrent label.* If approved, we expect to receive differentiated abuse-deterrent claims in the XTAMPZA label compared to other approved abuse-deterrent opioids, whic will allow us to detail XTAMPZA to physicians and highlight its unique abuse-deterrent characteristics.

- *Commercialize XTAMPZA in the United States ourselves.* Our management team has extensive experience commercializing pharmaceutical products, and we intend to establish sales, marketing and reimbursement functions to commercialize XTAMPZA in the United States. Initially, we plan to detail XTAMPZA to approximately 10,000 physicians who write more than 50% of the branded extended-release oral opioid prescriptions in the United States with a sales team of approximately 100 sales representatives. In addition we plan to deploy a separate, focused sales team to detail XTAMPZA to nursing homes, hospices, and other institutions treating large populations of elderly and patients who need chronic pain relief and have difficulty swallowing.

- *Establish XTAMPZA as the treatment of choice for patients with CPD.* If approved with product labeling for sprinkling XTAMPZA microspheres directly in the mouth or on food, as well as administering the microspheres through feeding tubes, XTAMPZA would be the only extended-release oxycodone product designed to be suitable for this 11 million patient segment.

- *Establish strategic collaborations to accelerate and maximize the potential of our product candidates worldwide.* We intend to seek strategic collaborations with other pharmaceutical companies to commercialize our product candidates outside the United States and to develop certain of our product candidates that are outside of our core therapeutic focus.

- *Advance other product candidates that incorporate our DETERx platform technology.* We have an IND application on file for COL-172, an abuse-deterrent, extended-release oxymorphone for the treatment of chronic pain, which has been granted Fast Track status by the FDA. We have also begun advancing our development program for COL-195, an abuse-deterrent, extended-release hydrocodone for the treatment of chronic pain. We target beginning clinical trials for our second product candidate by the first quarter of 2016. In addition, we have COL-171, a proprietary preclinical DETERx extended-release, abuse-deterrent methylphenidate formulation for the treatment of ADHD, which we plan to advance with a partner.

- *Acquire additional products and product candidates.* We may identify and license, co-promote or acquire products or product candidates being developed for pain indications and other complementary products.

Risk Factors

Our ability to implement our business strategy is subject to numerous risks and uncertainties. As a clinical-stage biopharmaceutical company, we face many risks inherent in our business and our industry generally. You should carefully consider all of the information set forth in this prospectus and, in particular, the information under the heading "Risk Factors" in this prospectus prior to making an investment in our common stock. These risks include among others, the following:

- our product candidates, including XTAMPZA, are subject to regulatory approval processes that are lengthy and unpredictable;
- we may not obtain approval for XTAMPZA or any of our other product candidates from the FDA or foreign regulatory authorities. Even if XTAMPZA is approved, we may not be able to obtain the label claims that we are seeking from the FDA;
- we may be subject to patent infringement litigation relating to XTAMPZA or our other product candidates, which may be expensive to defend and delay the commercialization of XTAMPZA or our other product candidates;
- we currently generate no commercial revenue, may never become profitable and may incur substantial and increasing net losses for the foreseeable future as we seek regulatory approval for, and potentially begin to commercialize, XTAMPZA;
- we currently have no sales or marketing capabilities and, if we are unable to develop these capabilities, we may not be successful in commercializing XTAMPZA, if approved; and
- we depend, or will depend in the future, on the performance of third parties for the supply of the active ingredient used in XTAMPZA, commercial manufacturing and testing of XTAMPZA, and the conduct of clinical trials relating to our product candidates.

Our Corporate Information

We are incorporated in the Commonwealth of Virginia under the name Collegium Pharmaceutical, Inc. Our executive offices are located at 780 Dedham Street, Suite 800, Canton, MA 02021 and our telephone number is (781) 713-3699. Our website address is www.collegiumpharma.com. The inclusion of our website address above and elsewhere in this prospectus is, in each case, intended to be an inactive textual reference only and not an active hyperlink to our website. The information contained in, or that can be accessed through, our website is not part of this prospectus.

Implications of Being an Emerging Growth Company

We are an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. As such, we are eligible to take advantage of exemptions from various disclosure and reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to:

- not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act;
- being permitted to present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations, in each case, instead of three years;
- being permitted to present the same number of years of selected financial data as the years of audited financial statements presented, instead of five years;
- reduced disclosure obligations regarding executive compensation, including no Compensation Disclosure and Analysis;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements; and

- § exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

We may choose to take advantage of some or all of the available exemptions. We have taken advantage of some of the reduced reporting burdens in this prospectus. Accordingly, the scope of the information contained herein may be different than the scope of the information you receive from other public companies in which you hold stock. We do not know if some investors will find our shares less attractive as a result of our utilization of these or other exemptions. The result may be a less active trading market for our shares and our share price may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not "emerging growth companies."

We will remain an "emerging growth company" until the earliest of (i) the last day of the first fiscal year in which our annual gross revenues exceed $1.0 billion; (ii) the date that we become a "large accelerated filer" as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended, o the Exchange Act, which would occur if the market value of our shares that are held by non-affiliates exceeds $700 million as of the last business day of our most recently completed second fiscal quarter; (iii) the date on which we have issued more than $1.0 billion in nonconvertible debt during the preceding three-year period; and (iv) the last day of our fiscal year containing the fifth anniversary of the date on which shares of our common stock become publicly traded in the United States.

THE OFFERING

Common stock offered by us	shares (shares if the underwriters' option to purchase additional shares is exercised in full).
Common stock to be outstanding after this offering	shares (shares if the underwriters' option to purchase additional shares is exercised in full).
Option to purchase additional shares	The underwriters have the option to purchase from us up to a maximum of additional shares of common stock. The underwriters can exercise this option at any time within 30 days from the date of this prospectus.
Use of proceeds	We estimate that the net proceeds to us from this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million. This assumes a public offering price of $, which is the midpoint of the price range set forth on the cover page of this prospectus. We intend to use the net proceeds from this offering as follows: § approximately $ million for the development of our commercial infrastructure to launch XTAMPZA, if approved, in the United States; § approximately $ million to fund research and development efforts of our other product candidates, including approximately $ to conduct our planned Phase 1 clinical trial for our second product candidate; and § the remainder, if any, to fund working capital and general corporate purposes, which may include litigation expenses and the acquisition or licensing of product candidates, technologies, compounds, other assets or complementary businesses. See "Use of Proceeds" for more information.

Directed share program	The underwriters have reserved for sale, at the initial public offering price, up to approximately % o the shares of our common stock being offered. These shares will be offered for sale to our directors and director nominees; officers; existing shareholders and their affiliates and employees of both; and business associates, as well as certain friends and family members of our directors and officers. We will offer these shares to the extent permitted under applicable regulations in the United States. The number of shares available for sale to the general public in this offering will be reduced to the extent these persons purchase reserved shares. Any reserved shares not purchased will be offered by the underwriters to the general public on the same terms as the other shares.
Listing	We intend to apply to list our common stock on NASDAQ under the symbol "COLL."
Dividend policy	We have never paid or declared any cash dividends on our common stock, and we do not anticipate payin any cash dividends on our common stock in the foreseeable future. See "Dividend Policy."
Risk factors	You should read the "Risk Factors" section of this prospectus for a discussion of certain factors to consider carefully before deciding to purchase any shares of our common stock.

The number of shares of our common stock to be outstanding after this offering is based on 6,943,077 shares of common stock outstanding as of December 31, 2014 and assumes:

- the issuance by us of shares of our common stock in this offering; and
- the conversion of all of our convertible preferred stock outstanding immediately prior to the closing of this offering into an aggregate of 45,214,579 shares of common stock,

and excludes:

- 1,939,478 shares of common stock issuable upon the exercise of outstanding stock options as of December 31, 2014, at a weighted-average exercise price of $0.10 per share;
- 129,788 shares of common stock issuable upon the exercise of warrants to purchase common stock as of December 31, 2014, at a weighted-average exercise price of $0.28 per share; and
- 1,487,204 shares of common stock reserved for future issuance under our 2014 Stock Incentive Plan as of December 31, 2014.

Except as otherwise indicated, all information in this prospectus assumes:

- a for stock split of our common stock effected on , 2015;
- no exercise by the underwriters of the option to purchase up to an additional shares of our common stock; and
- the filing of our amended and restated articles of incorporation and the adoption of our amended and restated bylaws immediately prior t the closing of this offering.

SUMMARY FINANCIAL DATA

The following summary financial data for the years ended December 31, 2013 and 2014 are derived from our audited financial statements, appearing elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that may be expected in the future. The summary financial data presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes thereto, included elsewhere in this prospectus. The summary financial data in this section is not intended to replace our financial statements and the related notes thereto.

	Years Ended December 31,	
	2013	2014
	(in thousands, except share and per share amounts)	
Statement of Operations Data:		
Operating expenses:		
Research and development	$ 14,157	$ 14,959
General and administrative	1,885	2,706
Total operating expense	16,042	17,665
Loss from operations	(16,042)	(17,665)
Interest expense, net	76	252
Other expense, net	79	—
Net loss	$ (16,197)	$ (17,917)
Basic and diluted net loss per common share[(1)]:	$ (0.61)	$ (3.71)
Weighted-average shares used to compute earnings (loss) per common share[(1)]:	11,205,371	5,713,852
Pro forma net loss per share attributable to common shareholders — basic and diluted (unaudited)[(1)(2)]		$ (0.42)
Weighted-average number of common shares used in pro forma net loss per share attributable to common shareholders — basic and diluted (unaudited)[(1)(2)]:		50,804,556

(1) See Note 3 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate earnings (loss) per common shar attributable to common shareholders, including the method used to calculate the number of shares used in the computation of the per share amount.

(2) Gives effect to the conversion of all our outstanding convertible preferred stock into an aggregate of 45,214,579 shares of our common stock upon the closing of this offering.

	As of December 31, 2014		
	Actual	Pro Forma(2)	Pro Forma As Adjusted(3)
	(in thousands)		
Balance Sheet Data:			
Cash and cash equivalents	$ 1,634	$ 1,634	
Working capital(1)	(5,921)	(5,921)	
Total assets	5,090	5,090	
Other long-term liabilities	6,914	6,914	
Convertible redeemable preferred stock	77,107	—	
Total shareholders' equity (deficit)	(89,348)	(12,241)	

(1) Working capital is calculated as current assets minus current liabilities.

(2) Gives effect to the conversion of all our outstanding convertible preferred stock into an aggregate of 45,214,579 shares of our common stock upon the closing of this offering.

(3) Gives effect to the sale by us of shares of our common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, together with the other information contained in this prospectus, including our financial statements and the related notes appearing elsewhere in this prospectus, before making your decision to invest in shares of our common stock. We cannot assure you that any of the events discussed in the risk factors below will not occur. These risks could have a material and adverse impact on our business, results of operations, financial condition and cash flows, and our future prospects would likely be materially and adversely affected. If that were to happen, the trading price of our common stock could decline, and you could lose all or part of your investment.

Risks Related to Our Financial Position and Capital Needs

We have incurred significant losses since our inception and anticipate that we will continue to incur losses in the future.

We are a clinical-stage pharmaceutical company. To date, we have focused on developing our lead product candidate, XTAMPZA. Investment in pharmaceutical product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that a product candidate will fail to gain regulatory approval or become commercially viable. Since 2010, when we divested our former subsidiary, Onset Therapeutics, LLC, to PreCision Dermatology, Inc., we have not generated any revenue from product sales as we currently have no products approved by the FDA, and we continue to incur significant research, development and other expenses related to our ongoing operations. As a result, we are not profitable and have incurred losses in each period since January 1, 2011. For the year ended December 31, 2014, we reported a net loss of $17.9 million, and we had an accumulated deficit of $101.8 million at December 31, 2014.

We expect to continue to incur losses for the foreseeable future, and we expect these losses to increase as we continue our development of, and seek regulatory approvals for, our product candidates, and begin to commercialize XTAMPZA, if approved. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate revenues. If any of our product candidates fails in clinical trials or does not gain regulatory approval, or if approved, fails to achieve market acceptance, we may never become profitable. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Our prior losses and expected future losses have had and will continue to have an adverse effect on our shareholders' equity and working capital.

We currently generate no revenue from the sale of products and may never become profitable.

As we currently have no approved products, we are not generating any revenue from product sales. We have not generated any revenue since we divested our former subsidiary in 2010. Our ability to generate additional revenue and become profitable depends upon our ability to successfully commercialize our existing product candidates, including XTAMPZA, or other product candidates that we may in-license or acquire in the future. Even if we are able to successfully achieve regulatory approval for these product candidates, we do not know when any of these product candidates will generate revenue for us, if at all. Our ability to generate revenue from our current or future product candidates depends on a number of factors, including our ability to:

- § obtain regulatory approval for, and successfully commercialize, XTAMPZA;
- § successfully complete development activities, including the necessary clinical trials, with respect to our other product candidates;

- complete and submit NDAs to the FDA and obtain regulatory approval for indications for which there is a commercial market;
- complete and submit applications to, and obtain regulatory approval from, foreign regulatory authorities, if we choose to commercialize our product candidates outside the United States;
- set a commercially viable price for our products;
- manufacture commercial quantities of our products at acceptable cost levels;
- develop a commercial organization capable of sales, marketing and distribution for the products we intend to sell ourselves in the markets in which we have retained commercialization rights;
- find suitable distribution partners to help us market, sell and distribute our products, if approved, in markets outside the United States; and
- obtain coverage and adequate reimbursement from third-parties, including government payors.

In addition, because of the numerous risks and uncertainties associated with product development, including that our product candidates may not advance through development or achieve the safety and efficacy (including the efficacy of our abuse-deterrent technology) endpoints of applicable clinical trials, we are unable to predict the timing or amount of increased expenses, or when or if we will be able to achieve or maintain profitability. Furthermore, we anticipate incurring significant costs associated with commercializing these products.

Even if we are able to generate revenues from the sale of our products, we may not become profitable and may need to obtain additional funding to continue operations. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce our operations.

If we require additional capital to fund our operations and we fail to obtain necessary financing, we may be unable to complete the development and commercialization of our product candidates.

Our operations have consumed substantial amounts of cash. We expect to continue to spend substantial amounts to advance the clinical development of our product candidates and launch and commercialize any product candidates for which we may receive regulatory approval, including potentially building our own commercial organization to address selected markets. We believe that the net proceeds from this offering, together with existing cash, will be sufficient to fund our projected operating requirements for the commercialization of XTAMPZA, if approved, and the completion of clinical development of our second product candidate. However, we may require additional capital for the further development and commercialization of our product candidates and may also need to raise additional funds sooner in order to accelerate development of our product candidates.

We cannot be certain that additional funding will be available on acceptable terms, or at all. If we are unable to raise additional capital in sufficient amounts, when required or on acceptable terms, we also could be required to:

- significantly delay, scale back or discontinue the development or, if/when applicable, the commercialization, of our product candidates or one or more of our other research and development initiatives;
- seek collaborators for one or more of our current or future product candidates at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available;
- relinquish or license on unfavorable terms our rights to technologies or product candidates that we otherwise would seek to develop or commercialize ourselves; or
- significantly curtail operations.

Our forecast of the period of time through which our financial resources will be adequate to support our operations is a forward-looking statement and involves risks and uncertainties, and actual results could vary

as a result of a number of factors, including the factors discussed elsewhere in this "Risk Factors" section. We have based this estimate on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we currently expect. Our future funding requirements, both near and long-term, will depend on many factors, including, but not limited to:

- the ability to obtain abuse-deterrent claims in the labels for these product candidates;
- clinical development plans we establish for XTAMPZA and any other future product candidates;
- the FDA's approval of inclusion of claims in the label for XTAMPZA that will permit the sprinkling of XTAMPZA microspheres on food, directly in the mouth or administered through feeding tubes;
- the outcome, timing and cost of the regulatory approval process by the FDA and foreign regulatory authorities, including the potential for the FDA or foreign regulatory authorities to require that we perform more studies than those that we currently expect;
- the cost of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights, including defending Purdue's potential patent infringement claims against us;
- the cost and timing of completion of existing or expanded commercial-scale outsourced manufacturing activities;
- the cost of establishing sales, marketing and distribution capabilities for XTAMPZA and any other product candidates for which we may receive regulatory approval in regions where we choose to commercialize our products on our own; and
- the initiation, progress, timing, costs and results of clinical trials for our product candidates and any future product candidates we may in-license.

Our independent registered public accounting firm has expressed substantial doubt about our ability to continue as a going concern, which may hinder our ability to obtain future financing.

Our financial statements were prepared under the assumption that we will continue as a going concern for the next 12 months. Our independent registered public accounting firm has issued a report that includes an explanatory paragraph referring to our recurring significant negative cash flows from operations and our accumulated deficit which, along with other matters as set forth in Note 1 to the financial statements, raise substantial doubt about our ability to continue as a going concern. A "going concern" opinion means, in general, that our independent registered public accounting firm has substantial doubt about our ability to continue our operations without continuing infusions of capital from external sources. This opinion could have a material adverse effect on our ability to finance our operations through the sale of debt or equity securities or commercial bank loans. We believe that our ongoing and planned financing endeavors, if successful, will provide adequate financial resources to continue as a going concern for at least the next 12 months, even without the proceeds from this offering; however, there can be no assurance in this regard.

Raising additional capital may cause dilution to our existing shareholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.

We may seek additional capital through a combination of private and public equity offerings, debt financings, receivables or royalty financings, strategic collaborations and alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms may include liquidation or other preferences that adversely affect the rights of existing shareholders. Debt, receivables and royalty financings may be coupled with an equity component, such as warrants to purchase stock, which could also result in dilution of our existing shareholders' ownership. The incurrence of additional indebtedness beyond our existing indebtedness with Silicon Valley Bank and our convertible note holders could result in increased fixed payment obligations and could also result in certain restrictive covenants, such as limitations on our ability to incur further debt, limitations on our ability to acquire or license intellectual property rights and other operating restrictions that could have a material adverse effect on our ability to conduct our business and may result in liens being placed on our assets and intellectual property. If we were to default on any of

our indebtedness, we could lose such assets and intellectual property. If we raise additional funds through strategic collaborations and alliances and licensing arrangements with third parties, we may have to relinquish valuable rights to our product candidates, or grant licenses on terms that are not favorable to us. If we are unable to raise additional funds through equity or debt financing when needed, we may be required to delay, limit, reduce or terminate our product development or commercialization efforts or grant rights to develop and market our technologies that we would otherwise prefer to develop and market ourselves.

We have a limited operating history, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We were originally incorporated in Delaware in April 2002 under the name Collegium Pharmaceuticals, Inc. In October 2003, we changed our name to Collegium Pharmaceutical, Inc. In July 2014, we reincorporated in the Commonwealth of Virginia pursuant to a merger whereby Collegium Pharmaceutical, Inc., a Delaware corporation, merged with and into Collegium Pharmaceutical, Inc., a Virginia corporation, with the Virginia corporation surviving the merger. From 2002 until 2010, our operations focused primarily on marketing innovative proprietary therapies to the wound care and dermatology industry through our former subsidiary, Onset Therapeutics, LLC, which was spun off and became a part of PreCision Dermatology, Inc. in 2010. Since 2010, our operations have focused primarily on developing the DETERx platform technology and identifying and developing product candidates that utilize the DETERx technology, including our lead product candidate, XTAMPZA. We have not yet obtained regulatory approval for any of our product candidates or demonstrated an ability to commercialize a product candidate. Consequently, any predictions about our future success, performance or viability may not be as accurate as they could be if we had a longer operating history or approved products on the market.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2014, we had net operating loss, or NOL, carryforwards of approximately $78.3 million for U.S. federal income tax and state tax purposes available to offset future taxable income and U.S. federal and state research and development tax credits of $3.1 million, prior to consideration of annual limitations that may be imposed under Section 382 of the Internal Revenue Code of 1986, as amended, or Section 382. These carryforwards begin to expire in 2022. Under Section 382, if a corporation undergoes an "ownership change," generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, the corporation's ability to use its pre-change NOLs and other pre-change tax attributes (such as research and development tax credits) to offset its post-change income may be limited. We may also experience ownership changes in the future as a result of subsequent shifts in our stock ownership some of which are outside our control. We have not performed any current analyses under Section 382 and cannot forecast or otherwise rely on deriving benefit from our various federal or state tax attribute carryforwards. As a result, if we earn net taxable income, our ability to use our pre-change NOL carryforwards to offset U.S. federal taxable income may be subject to limitations, which could potentially result in increased future tax liability to us. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

Risks Related to Clinical Development and Regulatory Approval of Our Product Candidates

Our success depends in large part on the success of our lead product candidate, XTAMPZA. We cannot give any assurance that we will receive regulatory approval for XTAMPZA, which is necessary before it can be commercialized.

To date, we have invested substantial resources in the development of our lead product candidate, XTAMPZA, and our business and future success are substantially dependent on our ability to successfully and timely obtain regulatory approval for and commercialize this product candidate, which may never occur.

We currently generate no revenues from sales of any drugs and we may never be able to develop or commercialize a marketable drug.

The regulatory approval process that XTAMPZA must undergo is rigorous, time-consuming and difficult to predict, and there is no guarantee that successful late-stage clinical trials, including the pivotal Phase 3 clinical trial we completed in July 2014, will result in FDA approval of our NDA for XTAMPZA, which was accepted for filing on February 10, 2015. On February 25, 2015, the FDA set a PDUFA goal date of October 12, 2015, for completion of its review of XTAMPZA NDA. However, pursuant to FDA guidance, the PDUFA goal date is flexible and subject to change based on the timing and materiality of any amendments to the NDA, the FDA's existing workload, and other potential review issues. There can be no assurances that the FDA will not extend the PDUFA goal date that has been established for completion of its review of the XTAMPZA NDA.

Any delay or impediment in our ability to obtain approval to commercialize XTAMPZA may cause us to be unable to generate the revenues necessary to continue our research and development pipeline activities, thereby adversely affecting our business and our prospects for future growth.

Even if we are able to secure regulatory approval of XTAMPZA, our ability to successfully commercialize XTAMPZA will depend on many factors, including but not limited to:

- § the FDA's approval of the inclusion of abuse-deterrent claims in the label for XTAMPZA;
- § the FDA's approval of inclusion of claims in the label for XTAMPZA that will permit the sprinkling of XTAMPZA microspheres on food, directly in the mouth or administered through feeding tubes;
- § the ability to manufacture commercial quantities of XTAMPZA at reasonable cost and with sufficient speed to meet commercial demand;
- § our ability to build a sales and marketing organization to market XTAMPZA;
- § our success in educating physicians, patients and caregivers about the benefits, administration and use of XTAMPZA;
- § the availability, perceived advantages, relative cost, relative safety and relative efficacy of other abuse-deterrent products and treatments for chronic pain and CPD;
- § our ability to successfully defend any challenges to our intellectual property relating to XTAMPZA;
- § the availability of coverage and adequate reimbursement for XTAMPZA; and
- § a continued acceptable safety profile of XTAMPZA following approval.

Many of these matters are beyond our control and are subject to other risks described elsewhere in this "Risk Factors" section. Accordingly, we cannot assure you that we will be able to successfully obtain regulatory approval of, commercialize or generate revenue from XTAMPZA. If we cannot do so, or are significantly delayed in doing so, our business will be materially harmed.

If we fail to obtain FDA approval of product labeling for sprinkling XTAMPZA microspheres directly in the mouth or on food, as well as administering the microspheres through feeding tubes, then our ability to successfully market XTAMPZA may be adversely affected.

It is estimated that the U.S. market includes approximately 11 million patients with CPD. Our XTAMPZA microspheres are designed to be removed from the capsule and sprinkled on food, directly into the mouth or administered through feeding tubes, without compromising their extended-release properties. If the FDA approves XTAMPZA, but does not permit us to include a claim in the label for XTAMPZA regarding the ability to sprinkle the XTAMPZA microspheres directly in the mouth, on food or in feeding tubes, or requires us to have a black box warning label stating that "crushing, dissolving or chewing can cause rapid release and absorption of a potentially fatal dose of the active drug," it will limit our ability to differentiate XTAMPZA from other abuse-deterrent opioid formulations on the basis of alternative dosing options and we may not be able to market XTAMPZA to patients with CPD. As a result, this may have an adverse effect on our business and our prospects for future growth.

If the FDA does not conclude that XTAMPZA or our other product candidates are sufficiently bioequivalent, or demonstrate comparable bioavailability to their respective reference listed drugs, or if the FDA otherwise does not conclude that our product candidates satisfy the requirements for the Section 505(b)(2) approval pathway as we anticipate, the approval pathway for those product candidates will likely take significantly longer, cost significantly more and entail significantly greater complications and risks than anticipated, and the FDA may not approve those product candidates.

A key element of our strategy is to seek FDA approval for XTAMPZA and our other product candidates through the Section 505(b)(2) regulatory pathway. Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act, or FD&C Act, permits the filing of an NDA that contains full safety and efficacy reports but where at least some of the information required for approval comes from studies not conducted by or for the applicant, such as the FDA's findings of safety and efficacy in the approval of a similar drug, and for which the applicant has not obtained a right of reference and/or published literature. Such reliance is typically predicated on a showing of bioequivalence or comparable bioavailability to an approved drug.

If the FDA does not allow us to pursue the Section 505(b)(2) approval pathway for XTAMPZA or any of our other product candidates, or if we cannot demonstrate bioequivalence or comparable bioavailability of our product candidates to approved products, we may need to conduct additional clinical trials, provide additional data and information, and meet additional standards for regulatory approval. If this were to occur, the time and financial resources required to obtain FDA approval for these product candidates would increase. Moreover, our inability to pursue the Section 505(b)(2) approval pathway could result in new competitive products reaching the market more quickly than our product candidates, which could have a material adverse effect on our competitive position and our business prospects. Even if we are allowed to pursue the Section 505(b)(2) approval pathway, we cannot assure you that our product candidates will receive the requisite approvals for commercialization on a timely basis, if at all.

In addition, notwithstanding the approval of a number of products by the FDA under Section 505(b)(2) over the last few years, pharmaceutical companies and others have objected to the FDA's interpretation of Section 505(b)(2). If the FDA's interpretation of Section 505(b)(2) is successfully challenged, the FDA may change its policies and practices with respect to Section 505(b)(2) regulatory approvals, which could delay or even prevent the FDA from approving any NDA that we submit under Section 505(b)(2).

Even if our product candidates are approved under Section 505(b)(2), the approval may be subject to limitations on the indicated uses for which the products may be marketed or to other conditions of approval, or may contain requirements for costly post-marketing testing and surveillance to monitor the safety or efficacy of the products.

Our decision to seek approval of our product candidates, including XTAMPZA, under Section 505(b)(2) increases the risk that patent infringement suits may be filed against us, which would delay the FDA's approval of such product candidates.

In connection with any NDA that we file under Section 505(b)(2), we will also be required to notify the patent holders of the Section 505(b)(2) reference listed drug, or RLD, that we identify in our NDA if we have certified to the FDA that any patents listed for the RLD in the FDA's Orange Book publication are invalid, unenforceable or will not be infringed by the manufacture, use or sale of our drug. If the patent holder files a patent infringement lawsuit against us within 45 days of its receipt of notice of our certification, the FDA is automatically prevented from approving our Section 505(b)(2) NDA until the earliest of 30 months, expiration of the patents, settlement of the lawsuit or a court decision in the infringement case that is favorable to us. Accordingly, we may invest significant time and expense in the development of our product candidates only to be subject to significant delay and expensive and time-consuming patent litigation before our product candidates may be commercialized. There is a risk that the sponsor for the RLD for the drugs used in our product candidates, including Purdue, with respect to OxyContin OP, which is the RLD for XTAMPZA, may bring infringement claims against us. Even if we are

found not to infringe, or a plaintiff's patent claims are found invalid or unenforceable, defending any such infringement claim would be expensive and time-consuming, and would delay the launch of our product candidates, including XTAMPZA, and distract management from their normal responsibilities. The Court could decline to hear our summary judgment motion, could decline to act expeditiously to issue a decision or hold a trial, or could decline to find that all of the listed patents are invalid or non-infringed. If we are unsuccessful in our defense of non-infringement and unable to prove invalidity of the listed patents, the court could issue an injunction prohibiting the launch of our product candidates, including XTAMPZA. If we were to launch any of our product candidates, if approved by the FDA, including XTAMPZA, prior to a full and final determination that the listed patents are invalid or non-infringed, we could be subject to substantial liability for damages if we do not ultimately prevail on our defenses to a claim of patent infringement.

The regulatory approval processes of the FDA and foreign regulatory authorities are lengthy, time-consuming and inherently unpredictable, and if we are ultimately unable to obtain regulatory approval for our product candidates, our business will be substantially harmed.

The time required to obtain approvals by the FDA and foreign regulatory authorities is unpredictable, but typically takes many years following the commencement of preclinical studies and clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations or the type and amount of clinical data necessary to gain approval varies among jurisdictions and may change during the course of a product candidate's clinical development. For example, we cannot guarantee that the FDA will not require additional or different clinical trials in support of our submission of an NDA for XTAMPZA. We have not obtained regulatory approval for any product candidate, and it is possible that none of our existing product candidates or any future product candidates we may in-license, acquire or develop will ever obtain regulatory approval from the FDA or any foreign regulatory authority.

Our product candidates could fail to receive regulatory approval from the FDA or a foreign regulatory authority, or we may be required to conduct more extensive studies and clinical trials in order to receive such approval, for many reasons, including, but not limited to:

- § the FDA and/or foreign regulatory authorities may disagree with or disapprove of the design or implementation of our clinical trials;
- § failure to demonstrate that a product candidate is safe and effective for its proposed indication;
- § failure to demonstrate that a product candidate is bioequivalent to its RLD;
- § failure of clinical trials to meet criteria required for approval;
- § failure to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;
- § the FDA or foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- § deficiencies in the manufacturing processes or failure of third-party manufacturing facilities with whom we contract for clinical and commercial supplies to pass inspection;
- § the FDA or foreign regulatory authorities may not approve the manufacturing processes or facilities of third party manufacturers with which we contract for clinical and commercial supplies; or
- § insufficient data collected from clinical trials of our product candidates or changes in the approval policies or regulations that render our preclinical and clinical data insufficient to support the submission and filing of an NDA or to obtain regulatory approval.

The lengthy approval process, as well as the unpredictability of future clinical trial results, may result in our failing to obtain regulatory approval to market XTAMPZA or our other product candidates, which would harm our business, results of operations and prospects significantly.

In addition, even if we obtain approval, regulatory authorities may approve any of our product candidates for fewer or more limited indications than we request, may not approve, with respect to certain foreign regulatory authorities, the price we intend to charge for our products, may grant approval contingent on the performance of costly post-marketing clinical trials, or may approve a product with a label that does not include the labeling claims necessary or desirable for the successful commercialization of that product. Any of the foregoing scenarios could have a material adverse effect on our business.

The FDA or a foreign regulatory authority may require more information, including additional preclinical or clinical data to support approval, which may delay or prevent approval and our commercialization plans, or cause us to abandon the development program. Even if we obtain regulatory approval, our product candidates may be approved for fewer or more limited indications than we request, such approval may be contingent on the performance of costly post-marketing clinical trials, or we may not be allowed to include the labeling claims necessary or desirable for the successful commercialization of such product candidate.

In order to market and sell our products outside the United States, we will likely need to obtain separate marketing approvals and comply with numerous and varied regulatory requirements and regimes, which can involve additional testing, may take substantially longer than the FDA approval process, and still generally includes all of the risks associated with obtaining FDA approval. In addition, in many countries outside the United States, it is required that the product be approved for reimbursement before the product can be approved for sale in that country. FDA approval does not ensure approval by regulatory authorities in other countries or jurisdictions, and approval by one regulatory authority outside the United States does not ensure approval by the FDA or regulatory authorities in other countries or jurisdictions. We may not obtain any regulatory approvals on a timely basis, if at all. We may not be able to file for marketing approvals and may not receive necessary approvals to commercialize our products in any market. If we are unable to obtain approval of any of our product candidates by regulatory authorities in countries outside the United States, the commercial prospects of that product candidate may be significantly diminished and our business prospects could decline.

Development of our product candidates is not complete, and we cannot be certain that our product candidates will be commercialized.

As we currently have no approved products, we are not generating any revenues from product sales. To be profitable, we must successfully research, develop, obtain regulatory approval for, manufacture, introduce, market and distribute our product candidates under development. For our lead product candidate, XTAMPZA, and each additional product candidate that we intend to commercialize, we must successfully meet a number of critical developmental milestones, including:

- § selecting and developing a drug delivery platform technology to deliver the proper dose of drug over the desired period of time;
- § determining the appropriate drug dosage that will be tolerated, safe and effective;
- § demonstrating the drug formulation will be stable for commercially reasonable time periods;
- § demonstrating through clinical trials that the drug is safe and effective in patients for the intended indication; and
- § completing the manufacturing development and scale-up to permit manufacture of our product candidates in commercial quantities and at acceptable prices.

The time necessary to achieve these developmental milestones for any individual product candidate is long and uncertain, and we may not successfully complete these milestones for any of our product candidates in development. We have not yet completed development of any product. We may not be able to finalize the design or formulation of any product candidate. In addition, we may select components, solvents, excipients or other ingredients to include in our product candidates that have not been previously approved for use in pharmaceutical products, which may require us to perform additional studies and may delay clinical testing and regulatory approval of our product candidates. Even after we complete the design of a product candidate, the product candidate must still be shown to be bioequivalent to an approved drug or safe and effective in required clinical trials before approval for commercialization.

We are continuing to test and develop our product candidates and may explore possible design or formulation changes to address bioavailability, safety, efficacy, manufacturing efficiency and performance issues. We may not be able to complete development of any product candidates that will be safe and effective and that will have a commercially reasonable treatment and storage period. If we are unable to complete development of XTAMPZA or any of our other product candidates, we will not be able to earn revenue from them.

We anticipate that our product candidates, including XTAMPZA, will be subject to mandatory REMS programs, which could increase the cost, burden and liability associated with the commercialization of such product candidate.

The FDA has indicated that extended-release and long-acting opioid drugs formulated with the active ingredients fentanyl, hydromorphone, methadone, morphine, oxycodone, oxymorphone, and others will be required to have a Risk Evaluation and Mitigation Strategy, or REMS, to ensure that the benefits of the drugs continue to outweigh the risks. The FDA has approved a REMS for extended release, or ER, and long-acting, or LA, opioids as part of a federal initiative to address prescription drug abuse and misuse, or the ER/LA opioid REMS. The ER/LA opioid REMS introduces new safety measures designed to reduce risks and improve the safe use of extended-release/long-acting opioids, while continuing to provide access to these medications for patients in pain. The ER/LA opioid REMS affects more than 20 companies that manufacture opioid analgesics. Under the ER/LA opioid REMS, companies are required to make education programs available to prescribers based on the FDA Blueprint for Prescriber Education for Extended-Release and Long-Acting Opioid Analgesics. It is expected that companies will meet this obligation by providing educational grants to continuing education providers, who will develop and deliver the training. The ER/LA opioid REMS also requires companies to distribute FDA-approved educational materials to prescribers and patients on the safe use of these drugs. The companies must perform periodic assessments of the implementation of the ER/LA opioid REMS and the success of the program in meeting its goals. The FDA will review these assessments and may require additional elements to achieve the goals of the program.

If the FDA determines that a REMS is necessary during review of an application, the drug sponsor must agree to the REMS plan at the time of approval. We anticipate that our product candidates, including XTAMPZA, will be subject to the ER/LA opioid REMS requirement. There may be increased cost, administrative burden and potential liability associated with the marketing and sale of these types of product candidates subject to the ER/LA opioid REMS requirement, which could reduce the commercial benefits to us from the sale of these product candidates.

If we fail to obtain the necessary regulatory approvals, or if such approvals are limited, we will not be able to commercialize our product candidates, and we will not generate product revenues.

Even if we comply with all FDA pre-approval regulatory requirements, the FDA may determine that XTAMPZA or our other product candidates are not safe or effective, and we may never obtain regulatory approval for such product candidates. If we fail to obtain regulatory approval for some or all of our product candidates, we will have fewer commercial products, if any, and correspondingly lower product revenues, if any. Even if our product candidates, including XTAMPZA, receive regulatory approval, such approval may involve limitations on the indications and conditions of use or marketing claims for our products, or may not include certain of the abuse-deterrence claims that we are seeking to include in the label for XTAMPZA and our other DETERx-based product candidates. Further, later discovery of previously unknown problems or adverse events could result in additional regulatory restrictions, including withdrawal of products and addition of warnings or other statements on the product label. The FDA is likely to require us to perform lengthy Phase 4 post-approval clinical efficacy or safety trials. These trials could be very expensive.

In jurisdictions outside the United States, we must receive marketing authorizations from the appropriate regulatory authorities before commercializing our product candidates. Regulatory approval processes outside the United States generally include requirements and risks similar to, and in many cases in excess of, the risks associated with FDA approval.

The FDA may not approve labeling for our product candidates, including XTAMPZA, that would permit us to market and promote our products in the United States by describing their abuse-deterrent features.

We have invested substantial time and money conducting Category 1, Category 2 and Category 3 abuse-deterrent studies to ensure XTAMPZA's compliance with the FDA's January 2013 draft guidance regarding opioid abuse deterrence. The commercial success of XTAMPZA and our other product candidates will depend upon our ability to do the following:

- § obtain FDA-approved labeling describing their abuse-deterrent features or benefits; and
- § obtain FDA-approved labeling that will allow for the XTAMPZA microspheres to be sprinkled on food, directly in the mouth or administered through feeding tubes.

Our failure to achieve FDA approval of product labeling containing such information will prevent or substantiality limit our promotion of the abuse-deterrent features of our product candidates in order to differentiate them from other opioid products containing the same active ingredients. This would make our products less competitive in the market.

The FDA has publicly stated that explicit claims that a product is expected to result in a meaningful reduction of abuse must be supported by randomized, double-blind, controlled clinical studies of the abuse potential of the drug and that explicit claims that a product has demonstrated reduced abuse in the community will be required to be supported by post-marketing data, including formal post-marketing studies evaluating the effect of abuse-deterrent formulations. Although we believe that we have conducted all of the preclinical studies and clinical trials that are required to support certain abuse-deterrent claims for XTAMPZA, there can be no assurance that XTAMPZA, or any of our other product candidates, will receive FDA-approved labeling that describes the abuse-deterrent features of such products. If the FDA does not approve labeling containing such information, we will not be able to promote such products based on their abuse-deterrent features, may not be able to differentiate such products from other opioid products containing the same active ingredients, and may need to lower the price of our products to the extent that there are competing products with abuse-deterrent claims on their labels.

Because the FDA closely regulates promotional materials and other promotional activities, even if the FDA initially approves product labeling that includes a description of the abuse-deterrent characteristics of our product, the FDA may object to our marketing claims and product advertising campaigns. This could lead to the issuance of warning letters or untitled letters, suspension or withdrawal of our products from the market, recalls, fines, disgorgement of money, operating restrictions, injunctions, and civil or criminal prosecution. Any of these consequences would harm the commercial success of our products.

Even if XTAMPZA and any of our other product candidates are approved for marketing with certain abuse-deterrence claims, the January 2013 FDA draft guidance on abuse-deterrent opioids, when finalized, may require different or additional clinical trials or studies to support such abuse-deterrence claims, and we may need to revise the labels for such approved products pending compliance with the FDA's revised requirements. The January 2013 FDA draft guidance on abuse-deterrent opioids, even when finalized, is not binding law and may be superseded or modified at any time.

Even if our product candidates receive regulatory approval, they will be subject to ongoing regulatory requirements, and we may face regulatory enforcement action if we do not comply with the requirements.

Even after a product is approved, we will remain subject to ongoing FDA and other regulatory requirements governing the labeling, packaging, storage, distribution, safety surveillance, advertising, promotion, import, export, record-keeping and reporting of safety and other post-market information. The holder of an approved NDA is obligated to monitor and report adverse events, or AEs, and any failure of a product to meet the specifications in the NDA. In addition, manufacturers of drug products and their facilities are subject to payment of user fees and continual review and periodic inspections by the FDA and other regulatory authorities for compliance with current good manufacturing practices, or cGMP, and other regulations. If we or a regulatory agency discover problems with a product which were previously unknown, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is

manufactured, a regulatory agency may impose restrictions on that product, the manufacturing facility or us, including requiring product recall, notice to physicians, withdrawal of the product from the market or suspension of manufacturing, among other things. If we, our product candidates or the manufacturing facilities for our product candidates fail to comply with applicable regulatory requirements, a regulatory agency may:

- § issue warning letters or untitled letters;
- § mandate modifications to promotional materials or require us to provide corrective information to healthcare practitioners;
- § require us to enter into a consent decree, which can include the imposition of various fines, reimbursements for inspection costs and penalties for noncompliance, and require due dates for specific actions;
- § seek an injunction or impose civil, criminal and/or administrative penalties, damages, monetary fines, require disgorgement, consider exclusion from participation in Medicare, Medicaid and other federal healthcare programs and require curtailment or restructuring of our operations;
- § suspend or withdraw regulatory approval;
- § suspend any ongoing clinical trials;
- § refuse to approve pending applications or supplements to applications filed by us;
- § suspend or impose restrictions on operations, including costly new manufacturing requirements;
- § seize or detain products, refuse to permit the import or export of products, or require us to initiate a product recall; or
- § refuse to allow us to enter into government contracts.

Similar post-market requirements may apply in foreign jurisdictions in which we may seek approval of our products. Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. The occurrence of any event or penalty described above may inhibit our ability to commercialize our products and generate revenue and may cause a material adverse impact on our financial condition and cash flows.

In addition, the FDA's regulations, policies or guidance may change and new or additional statutes or government regulations in the United States and other jurisdictions may be enacted that could further restrict or regulate post-approval activities. We cannot predict the likelihood, nature or extent of adverse government regulation that may arise from pending or future legislation or administrative action, either in the United States or abroad. If we are not able to achieve and maintain regulatory compliance, we may not be permitted to market our products and/or product candidates, which would adversely affect our ability to generate revenue and achieve or maintain profitability.

Failure to comply with ongoing governmental regulations for marketing our product candidates could delay or inhibit our ability to generate revenues from their sale and could also expose us to claims or other sanctions.

Advertising and promotion of any product candidate that obtains approval in the United States will be heavily scrutinized by, among others, the FDA, the Department of Justice, or the DOJ, the Office of Inspector General of the Department of Health and Human Services, or HHS, state attorneys general, members of Congress and the public. Violations, including promotion of our product candidates, if approved, for unapproved or off-label uses, are subject to enforcement letters, inquiries and investigations, and civil and criminal sanctions by the FDA or other government agencies. Additionally, advertising and promotion of any product candidate that obtains approval outside the United States will be heavily scrutinized by foreign regulatory authorities.

In the United States, engaging in off-label promotion of XTAMPZA (or any of our other product candidates), if approved can also subject us to false claims litigation under federal and state statutes, and other litigation and/or investigation, which can lead to civil and criminal penalties and fines and agreements that materially restrict the manner in which we promote or distribute our drug products. These false claims

statutes include the federal False Claims Act, which allows any individual to bring a lawsuit against a pharmaceutical company on behalf of the federal government alleging submission of false or fraudulent claims, or causing to present such false or fraudulent claims, for payment by a federal program such as Medicare or Medicaid. If the government prevails in the lawsuit, the individual will share in any fines or settlement funds. Since 2004, these False Claims Act lawsuits against pharmaceutical companies have increased significantly in volume and breadth, leading to several substantial civil and criminal settlements based on certain sales practices promoting off-label drug uses. This increasing focus and scrutiny has increased the risk that a pharmaceutical company will have to defend a false claim action, pay settlement fines or restitution, agree to comply with burdensome reporting and compliance obligations, and be excluded from the Medicare, Medicaid and other federal and state healthcare programs.

If we are found to have promoted such off-label uses, we may become subject to significant liability. The federal government has levied large civil and criminal fines against companies for alleged off-label use and has enjoined several companies from engaging in off-label promotion. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we cannot successfully manage the promotion of our product candidates, if approved, we could become subject to significant liability, which could materially adversely affect our business and financial condition.

In addition, later discovery of previously unknown problems with a product, manufacturer or facility, or our failure to update regulatory files, may result in restrictions, including withdrawal of the product from the market. Any of the following or other similar events, if they were to occur, could delay or preclude us from further developing, marketing or realizing the full commercial potential of our product candidates:

- § failure to obtain or maintain requisite governmental approvals;
- § failure to obtain approvals of labeling with abuse-deterrent claims; or
- § FDA required product withdrawals or warnings arising from identification of serious and unanticipated adverse side effects in our product candidates.

Our product candidates contain controlled substances, the manufacture, use, sale, importation, exportation and distribution of which are subject to regulation by state, federal and foreign law enforcement and other regulatory agencies.

Our product candidates, including XTAMPZA, contain, and our future product candidates will likely contain, controlled substances which are subject to state, federal and foreign laws and regulations regarding their manufacture, use, sale, importation, exportation and distribution. XTAMPZA's active ingredient, oxycodone, is classified as a controlled substance under the Controlled Substances Act of 1970, or CSA, and regulations of the U.S. Drug Enforcement Administration, or DEA. A number of states also independently regulate these drugs, including oxycodone, as controlled substances. Controlled substances are classified by the DEA as Schedule I, II, III, IV or V substances, with Schedule I substances considered to present the highest risk of substance abuse and Schedule V substances the lowest risk. The active ingredient in our lead product candidate XTAMPZA, oxycodone, is listed by the DEA as a Schedule II controlled substance under the CSA. For our product candidates containing controlled substances, we and our suppliers, manufacturers, contractors, customers and distributors are required to obtain and maintain applicable registrations from state, federal and foreign law enforcement and regulatory agencies and comply with state, federal and foreign laws and regulations regarding the manufacture, use, sale, importation, exportation and distribution of controlled substances. For example, all Schedule II drug prescriptions must be signed by a physician, physically presented to a pharmacist and may not be refilled without a new prescription. Furthermore, the amount of Schedule II substances that can be obtained for clinical trials and commercial distribution is limited by the CSA and DEA regulations. We may not be able to obtain sufficient quantities of these controlled substances in order to complete our clinical trials or meet commercial demand, if our product candidates are approved for marketing.

In addition, controlled substances are also subject to regulations governing manufacturing, labeling, packaging, testing, dispensing, production and procurement quotas, recordkeeping, reporting, handling, shipment and disposal. These regulations increase the personnel needs and the expense associated with development and commercialization of product candidates that include controlled substances. The DEA and some states conduct periodic inspections of registered establishments that handle controlled substances. Failure to obtain and maintain required registrations or to comply with any applicable regulations could delay or preclude us from developing and commercializing our product candidates that contain controlled substances and subject us to enforcement action. The DEA may seek civil penalties, refuse to renew necessary registrations or initiate proceedings to revoke those registrations. In some circumstances, violations could lead to criminal proceedings. Because of their restrictive nature, these regulations could limit commercialization of our product candidates containing controlled substances.

Clinical development is a lengthy and expensive process with an uncertain outcome, and failure can occur at any stage of clinical development. If we are unable to design, conduct and complete clinical trials successfully, our product candidates will not be able to receive regulatory approval.

In order to obtain FDA approval for any of our product candidates, we must submit to the FDA an NDA with substantial evidence that demonstrates that the product candidate is both safe and effective in humans for its intended use. This demonstration requires significant research, preclinical studies and clinical trials. Other than XTAMPZA, all of our product candidates are in preclinical development.

Clinical trials are time-consuming, expensive and difficult to design and implement, in part because they are subject to rigorous requirements and their outcomes are inherently uncertain. Clinical testing may take many years to complete, and failure can occur at any time during the clinical trial process, even with active ingredients that have previously been approved by the FDA as being safe and effective. We could encounter problems that halt our clinical trials or require us to repeat such clinical trials. If patients participating in clinical trials suffer drug-related adverse reactions during the course of such clinical trials, or if we or the FDA believe that patients are being exposed to unacceptable health risks, such clinical trials may have to be suspended or terminated. Suspensions, termination or the need to repeat a clinical trial can occur at any stage.

The clinical trial success of each of our product candidates depends on reaching statistically significant changes in patients' symptoms based on clinician-rated scales. There is a lack of consensus regarding standardized processes for assessing clinical outcomes based on clinician-rated scales. Accordingly, the scores from our clinical trials may not be reliable, useful or acceptable to the FDA or other regulatory agencies.

Changes in standards related to clinical trial design could have a material adverse effect on our ability to design and conduct clinical trials as planned. For example, we have conducted or will conduct clinical trials comparing our product candidates to both placebo and other approved drugs, but regulatory authorities may not allow us to compare our product candidates to a placebo in a particular clinical indication where approved products are available. In that case, both the cost and the amount of time required to conduct a clinical trial could increase. The FDA may disagree with our trial design and our interpretation of data from clinical trials, or may change the requirements for approval even after it has reviewed and commented on the design for our clinical trials. The FDA may also approve a product candidate for fewer or more limited indications than we request, or may grant approval contingent on the performance of costly post-approval clinical trials. In addition, the FDA may not approve the labeling claims or removal of certain warnings that we believe are necessary or desirable for the successful commercialization of our product candidates. Approval may be contingent on a REMS, which could have a material adverse effect on the labeling, distribution or promotion of a drug product.

Any of these delays or additional requirements could cause our product candidates to not be approved, or if approved, significantly impact the timing and commercialization of our product candidates and significantly increase our overall costs of drug development.

Because the results of preclinical studies and early-stage clinical trials are not necessarily predictive of future results, any product candidate we advance into additional clinical trials may not continue to have favorable results or receive regulatory approval.

Other than XTAMPZA, all of our product candidates are in preclinical development. Success in preclinical studies and early clinical trials does not ensure that later clinical trials will generate adequate data to demonstrate the efficacy and safety of an investigational drug. Many companies in the pharmaceutical and biotechnology industries, including those with greater resources and experience, have suffered significant setbacks in clinical trials, even after reporting promising results in earlier clinical trials. Despite the results reported in preliminary preclinical studies for our other extended-release, abuse-deterrent product candidates, including hydrocodone and oxymorphone for pain, and methylphenidate for the treatment of ADHD, we do not know whether the clinical trials we may conduct will demonstrate adequate efficacy and safety or otherwise provide adequate information to result in regulatory approval to market any of our product candidates in any particular jurisdiction. If later-stage clinical trials do not produce favorable results, our ability to achieve regulatory approval for any of our product candidates, other than XTAMPZA, may be compromised.

Conducting clinical trials of our product candidates and any future commercial sales of a product candidate may expose us to expensive product liability claims, and we may not be able to maintain product liability insurance on reasonable terms or at all.

We currently carry product liability insurance with coverage up to approximately $5 million, which covers liability relating to our clinical trials. Even if we successfully commercialize one or more of our product candidates, we may face product liability claims, regardless of FDA approval for commercial manufacturing and sale. Product liability claims may be brought against us by patients enrolled in our clinical trials, patients, healthcare providers or others using, administering or selling our products. If we cannot successfully defend ourselves against claims that our product candidates or products caused injuries, we could incur substantial liabilities. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for any product candidates or products that we may develop;
- termination of clinical trial sites or entire trial programs;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants;
- significant costs to defend the related litigation;
- substantial monetary awards to patients;
- loss of revenue;
- diversion of management and scientific resources from our business operations;
- the inability to commercialize any products that we may develop; and
- an increase in product liability insurance premiums or an inability to maintain product liability insurance coverage.

Our inability to maintain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of our product candidates. Any agreements we may enter into in the future with collaborators in connection with the development or commercialization of our product candidates may entitle us to indemnification against product liability losses, but such indemnification may not be available or adequate should any claim arise. In addition, several of our agreements require us to indemnify third parties and these indemnifications obligations may exceed the coverage under our product liability insurance policy.

XTAMPZA and our other product candidates may be associated with undesirable adverse reactions or have other properties that could delay or prevent their regulatory approval, limit the commercial profile of their approved label, or result in significant negative consequences following any marketing approval.

Undesirable adverse reactions associated with XTAMPZA, or any of our other product candidates, could cause us, our IRBs, clinical trial sites or regulatory authorities to interrupt, delay or halt clinical trials and could result in a restrictive label or the delay, denial or withdrawal of regulatory approval by the FDA or foreign regulatory authorities. For example, even though XTAMPZA has generally been well tolerated by patients in our clinical trials, in some cases there were adverse reactions, one of which was a serious adverse event, moderate in severity, of gastroesophageal reflux.

If XTAMPZA or any of our other product candidates receives marketing approval, and we or others later identify undesirable adverse events associated with such product, a number of potentially significant negative consequences could result, including:

- § we may be forced to suspend marketing of the product;
- § regulatory authorities may withdraw their approvals of the product or impose restrictions on its distribution;
- § regulatory authorities may require additional warnings or contradictions in the label that could diminish the usage or otherwise limit the commercial success of the product;
- § we may be required to conduct additional post-marketing studies;
- § we could be sued and held liable for harm caused to patients; and
- § our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of XTAMPZA or any of our other product candidates, if approved.

Risks Related to Intellectual Property

Unfavorable outcomes in intellectual property litigation could result in costly litigation and potentially limit our ability to commercialize our products.

Our commercial success depends upon our ability to develop product candidates and commercialize future products without infringing the intellectual property rights of others. Our current or future product candidates or products, or any uses of them, may now or in the future infringe third-party patents or other intellectual property rights. This is due in part to the considerable uncertainty within the pharmaceutical industry about the validity, scope and enforceability of many issued patents in the United States and elsewhere in the world and, to date, there is no consistency regarding the breadth of claims allowed in pharmaceutical patents. We cannot currently determine the ultimate scope and validity of patents which may be granted to third parties in the future or which patents might be asserted to be infringed by the manufacture, use and sale of our products. In part as a result of this uncertainty, there has been, and we expect that there will continue to be, significant litigation in the pharmaceutical industry regarding patents and other intellectual property rights.

Third parties may assert infringement claims against us, or other parties we have agreed to indemnify, based on existing patents or patents that may be granted in the future. We are aware of third-party patents and patent applications related to oxycodone, oxymorphone, hydrocodone, morphine, and methylphenidate drugs and formulations, including those listed in the FDA's Orange Book for oxycodone products. Because of the delay between filing and publication of patent applications, and because applications can take several years to issue, there may be currently pending third-party patent applications that are unknown to us, which may later result in issued patents. Because of the uncertainty inherent in intellectual property litigation, we could lose, even if the case against us was weak or flawed.

If we are found to infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue developing or commercializing our product candidates, products and technology. However, we may not be able to obtain any required license on commercially reasonable

terms or at all. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product. In addition, in any such proceeding or litigation, we could be found liable for monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a patent. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations.

In connection with any NDA that we file under Section 505(b)(2), including the NDA for XTAMPZA, we are required to notify the patent holder of the Section 505(b)(2) RLD that we identify in our NDA, that we have certified to the FDA that any patents listed for the RLD in the FDA's Orange Book publication are invalid, unenforceable or will not be infringed by the manufacture, use or sale of our drug. If the patent holder files a patent infringement lawsuit against us within 45 days of its receipt of notice of our certification, the FDA is automatically prevented from approving our Section 505(b)(2) NDA until the earliest of 30 months after the lawsuit is filed, expiration of the patents, settlement of the lawsuit and a court decision in the infringement case that is favorable to us. Accordingly, we may invest significant time and expense in the development of our product candidates only to be subject to significant delay and patent litigation before our product candidates may be commercialized. There is a risk that Purdue, as the sponsor for OxyContin OP, the RLD for XTAMPZA, may bring infringement claims against us. Even if we are found not to infringe, or a plaintiff's patent claims are found invalid or unenforceable, defending any such infringement claim would be expensive and time-consuming, and could delay the launch of XTAMPZA and distract management from their normal responsibilities.

Competitors may sue us as a way of delaying the introduction of our products. Any litigation, including any interference or derivation proceedings to determine priority of inventions, oppositions or other post-grant review proceedings to patents in the United States or in countries outside the United States, or litigation against our partners may be costly and time consuming and could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize products and our overall financial condition. We expect that litigation may be necessary in some instances to determine the validity and scope of our proprietary rights. Litigation may be necessary in other instances to determine the validity, scope or non-infringement of certain patent rights claimed by third parties to be pertinent to the manufacture, use or sale of our products. Ultimately, the outcome of such litigation could compromise the validity and scope of our patents or other proprietary rights or hinder our ability to manufacture and market our products.

If we are unable to obtain or maintain intellectual property rights for our technology and product candidates, we may lose valuable assets or experience reduced market share.

We depend on our ability to protect our proprietary technology. We rely on patent and trademark laws, unpatented trade secrets and know-how, and confidentiality, licensing and other agreements with employees and third parties, all of which offer only limited protection. Our success depends in large part on our ability to obtain and maintain patent protection in the United States and other countries with respect to our proprietary technology and product candidates.

The steps we have taken to protect our proprietary rights may not be adequate to preclude misappropriation of our proprietary information or infringement of our intellectual property rights, both inside and outside the United States. The rights already granted under any of our currently issued patents and those that may be granted under future issued patents may not provide us with the proprietary protection or competitive advantages we are seeking.

The patent prosecution process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of inventions made in the course of our development and commercialization activities before it is too late to obtain patent protection on them.

Given the amount of time required for the development, testing and regulatory review of product candidates, patents protecting such product candidates might expire before or shortly after such product candidates are commercialized. If we are unable to obtain and maintain patent protection for our technology and products, or if the scope of the patent protection obtained is not sufficient, our competitors could develop and commercialize technology and products identical, similar or superior to ours, and our ability to successfully commercialize our technology and products may be adversely affected.

With respect to patent rights, our patent applications may not issue into patents, and any issued patents may not provide protection against competitive technologies, may be held invalid or unenforceable if challenged or may be interpreted in a manner that does not adequately protect our technology, product candidates or future product candidates. Even if our owned patent applications issue into patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors from competing with us, or otherwise provide us with any competitive advantage. The examination process may require us to narrow the claims in our patents, which may limit the scope of patent protection that may be obtained. Our competitors may design around or otherwise circumvent patents issued to us or licensed by us.

The scope of patent protection in the United States and in foreign jurisdictions is highly uncertain, and changes in U.S. and foreign patent law have increased that uncertainty and could diminish the value of patents in general, thereby impairing our ability to protect our product candidates and any future products.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has in recent years been the subject of much litigation. Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our patents or narrow the scope of our patent protection. The laws of foreign countries may not protect our rights to the same extent as the laws of the United States, and these foreign laws may also be subject to change. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions typically are not published until 18 months after filing or, in some cases, not at all. Therefore, we cannot be certain that we were the first to make the inventions claimed in our owned or licensed patents or pending patent applications, or that we were the first to file for patent protection of such inventions. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights, both in the United States and abroad, are highly uncertain.

Recent patent reform legislation could increase the uncertainties and costs associated with the prosecution of our patent applications and the enforcement or defense of our issued patents. The Leahy-Smith America Invents Act, or the Leahy-Smith Act, which was signed into law on September 16, 2011, made significant changes to U.S. patent law, including provisions that affect the way patent applications are prosecuted and litigated. Many of the substantive changes to patent law associated with the Leahy-Smith Act and, in particular, the "first to file" provisions described below, only became effective on March 16, 2013. The Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

Pursuant to the Leahy-Smith Act, the United States transitioned to a "first to file" system in which the first inventor to file a patent application will be entitled to the patent. In addition, third parties are allowed to submit prior art before the issuance of a patent by the U.S. Patent and Trademark Office, or USPTO, and may become involved in opposition, derivation, reexamination, or *inter partes* review challenging our patent rights or the patent rights of others. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including novelty, nonobviousness and enablement. It is possible that prior art of which both we and the patent examiner were unaware during prosecution exists, which could

render our patents invalid. Moreover, there may exist prior art of which we were or are aware, and which we did not or do not consider relevant to our patents, but which could nevertheless be determined to render our patents invalid. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, which could have a material adverse effect on our competitive position with respect to third parties.

Because the issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, issued patents that we own or have licensed from third parties may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in the loss of patent protection, the narrowing of claims in such patents, or the invalidity or unenforceability of such patents, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection for our technology and products. Protecting against the unauthorized use of our patented technology, trademarks and other intellectual property rights is expensive, difficult and, may in some cases not be possible. In some cases, it may be difficult or impossible to detect third party infringement or misappropriation of our intellectual property rights, even in relation to issued patent claims, and proving any such infringement may be even more difficult.

We may be forced to litigate to enforce or defend our intellectual property, which could be expensive, time consuming and unsuccessful, and result in the loss of valuable assets.

We may be forced to litigate to enforce or defend our intellectual property rights against infringement and unauthorized use by competitors, and to protect our trade secrets. To counter infringement or unauthorized use, litigation may be necessary in the future to enforce or defend our intellectual property rights, to protect our trade secrets or to determine the validity and scope of our own intellectual property rights. In so doing, we may place our intellectual property at risk of being invalidated, rendered unenforceable or limited or narrowed in scope.

Further, this can be expensive and time consuming. Many of our current and potential competitors have the ability to dedicate substantially greater resources to defend their intellectual property rights than we can. Accordingly, despite our efforts, we may not be able to prevent third parties from infringing upon or misappropriating our intellectual property. Litigation could result in substantial costs and diversion of management resources, which could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize products and our overall financial condition. In addition, an adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated, held unenforceable or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of shares of our common stock.

We may be subject to claims by third parties of ownership of what we regard as our own intellectual property or obligations to make compensatory payments to employees.

While it is our policy to require our employees and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing or obtaining such an agreement with each party who, in fact, develops intellectual property that we regard as our own. In addition, they may breach the assignment agreements or such agreements may not be self-executing, and we may be forced to bring claims against third parties, or defend claims they may bring against us, to determine the ownership of what we regard as our intellectual property. If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Such intellectual property rights could be awarded to a third party, and we could be required to obtain a license from such third party to commercialize our technology or products. Such a license may not be available on commercially reasonable terms or at all. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

In addition to seeking patents for some of our technology and products, we rely on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position. We seek to protect these trade secrets, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts both within and outside the United States may be less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent such competitor, or those to whom they communicate them, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed or independently developed, our competitive position would be harmed.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending patents on all of our product candidates throughout the world would be prohibitively expensive. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop and sell their own products and, further, may export otherwise infringing products to territories where we have patent protection but enforcement is not as strong as that in the United States. These products may compete with our products in jurisdictions where we do not have any issued patents or our patent claims or other intellectual property rights may not be effective or sufficient to prevent them from so competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to pharmaceuticals, which could make it difficult for us to stop the infringement of our patents or the marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business.

We may be subject to claims that our employees have wrongfully used or disclosed alleged trade secrets of their former employers.

Many of our employees, including our senior management, were previously employed at other biotechnology or pharmaceutical companies, including potential competitors. These employees typically executed proprietary rights, non-disclosure and non-competition agreements in connection with their previous employment. Although we try to ensure that our employees do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or these employees have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such employee's former employer. We are not aware of any threatened or pending claims related to these matters, but in the future litigation may be necessary to defend against such claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submissions, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. In addition, periodic maintenance fees on issued patents are required to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patents. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. If we fail to maintain the patents and patent applications covering our product candidates, our competitive position would be adversely affected.

Risks Related to the Commercialization of Our Product Candidates

We currently have no sales or marketing capabilities and, if we are unable to develop our own sales and marketing capabilities or enter into strategic alliances with marketing partners or collaborators, we may not be successful in commercializing our product candidates and may be unable to generate any product revenue.

Although our executive officers have experience marketing pharmaceutical products, we currently have no sales, marketing or distribution capabilities. We do not intend to begin to hire field sales representatives until several months prior to receiving FDA approval of one of our product candidates. Therefore, at the time of our anticipated commercial launch of XTAMPZA, assuming regulatory approval of the product candidate by the FDA, our sales and marketing team will have worked together for only a limited period of time. We cannot guarantee that we will be successful in marketing XTAMPZA or any of our other product candidates which may be approved in the United States. We may not be able to establish a targeted sales force in a cost-effective manner. In addition, we will have to compete with other pharmaceutical and biotechnology companies with extensive and well-funded sales and marketing operations to recruit, hire, train and retain sales and marketing personnel. If we are unable to establish adequate sales, marketing and distribution capabilities, whether independently or with third parties, we may not be able to generate product revenue and may not become profitable. Factors that may inhibit our efforts to commercialize our product candidates in the United States include:

- our inability to recruit and retain adequate numbers of effective sales and marketing personnel;
- the inability of sales personnel to obtain access to or persuade adequate numbers of physicians to prescribe our product candidates;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive product lines; and
- unforeseen costs and expenses associated with creating an independent sales and marketing organization.

If we are not successful in recruiting sales and marketing personnel or in building a sales and marketing infrastructure or if we do not successfully enter into appropriate strategic alliances with marketing partners, agreements with contract sales organizations or collaboration arrangements, we will have difficulty commercializing our product candidates. To the extent we commercialize our product candidates by entering into agreements with third-party collaborators, we may have limited or no control over the sales, marketing and distribution activities of these third parties, in which case our future revenues would depend heavily on the success of the efforts of these third parties.

If physicians, patients, healthcare payors and the medical community do not accept and use our product candidates, we will not achieve sufficient product revenues and our business will suffer.

Even if the FDA approves our product candidates, physicians, patients, healthcare payors and the medical community may not accept and use them. Acceptance and use of our product candidates will depend on a number of factors including:

- § the timing of market introduction of the product candidates as well as competitive products;
- § approved indications, warnings and precautions language that may be less desirable than anticipated;
- § perceptions by members of the healthcare community, including physicians, about the safety and efficacy of our product candidates, and, in particular, the efficacy of our abuse-deterrent technology in reducing potential risks of unintended use;
- § perceptions by physicians regarding the cost benefit of our product candidates in reducing potential risks of unintended use;
- § published studies demonstrating the cost-effectiveness of our product candidates relative to competing products;
- § the potential and perceived advantages of our product candidates over alternative treatments;
- § the convenience and ease of administration to patients of our product candidates;
- § availability of coverage and adequate reimbursement for our product candidates from government or other third-party payors;
- § any negative publicity related to our or our competitors' products that include the same active ingredient as our product candidates;
- § the prevalence and severity of adverse side effects, including limitations or warnings contained in a product's FDA approved labeling;
- § our ability to implement a REMS prior to the distribution of any product candidates requiring a REMS; and
- § effectiveness of marketing and distribution efforts by us and other licensees and distributors.

If our product candidates, including XTAMPZA, are approved but fail to achieve an adequate level of acceptance by physicians, healthcare payors, patients and the medical community, we will not be able to generate significant revenue, and we may not become or remain profitable. Because we expect to rely on sales generated by our current lead product candidate, if approved, for substantially all of our revenues for the foreseeable future, the failure of any of our product candidates to find market acceptance would harm our business prospects.

Recently enacted and future legislation may increase the difficulty and cost for us to commercialize our product candidates and may reduce the prices we are able to obtain for our product candidates.

In the United States and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities or affect our ability to profitably sell any product candidates for which we obtain marketing approval.

In the United States, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or the Medicare Modernization Act, established the Medicare Part D program and provided authority for limiting the number of drugs that will be covered in any therapeutic class thereunder. The Medicare Modernization Act, including its cost reduction initiatives, could decrease the coverage and reimbursement rate that we receive for any of our approved products. Furthermore, private payors often follow Medicare coverage policies and payment limitations in setting their own reimbursement rates. Therefore, any reduction in Medicare reimbursement may result in a similar reduction in payments from private payors.

The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively, the Affordable Care Act, among other things, imposes a significant annual fee on companies that manufacture or import branded prescription drug products. It also contains substantial new provisions intended to, among other things, broaden access to health insurance, reduce or

constrain the growth of health care spending, enhance remedies against healthcare fraud and abuse, add new transparency requirements for the healthcare and health insurance industries, and impose additional health policy reforms, any of which could have a material adverse effect on our business. A significant number of provisions are not yet, or have only recently become, effective, but the Affordable Care Act is likely to continue the downward pressure on pharmaceutical pricing, especially under the Medicare program, and may also increase our regulatory burdens and operating costs.

Other legislative changes have also been proposed and adopted since the Affordable Care Act was enacted. For example, the Budget Control Act of 2011 resulted in aggregate reductions in Medicare payments to providers of 2% per fiscal year, starting in 2013, and the American Taxpayer Relief Act of 2012, among other things, further reduced Medicare payments to several types of providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws may result in additional reductions in Medicare and other healthcare funding, which could impose additional financial pressure on our customers, which could in turn diminish demand for our products or result in pricing pressure on us.

We expect that the Affordable Care Act, as well as other healthcare reform measures that have been and may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product, and could seriously harm our future revenues. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may compromise our ability to generate revenue, attain profitability or commercialize our products.

In addition, state pharmacy laws may permit pharmacists to substitute generic products for branded products if the products are therapeutic equivalents, or may permit pharmacists and pharmacy benefit managers to seek prescriber authorization to substitute generics in place of our product candidates, which could significantly diminish demand for them and significantly impact our ability to successfully commercialize our product candidates and generate revenues.

Even if we are able to commercialize XTAMPZA and any of our other product candidates, our products may become subject to unfavorable pricing regulations or third-party coverage and reimbursement policies, which could have a material adverse effect on our business.

The regulations that govern marketing approvals, pricing and reimbursement for new drug products vary widely from country to country. Current and future legislation may significantly change the approval requirements in ways that could involve additional costs and cause delays in obtaining approvals. Some countries require approval of the sale price of a drug before it can be marketed. In many countries, the pricing review period begins after marketing or product licensing approval is granted. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. As a result, we might obtain marketing approval for a product in a particular country, but then be subject to price regulations that delay our commercial launch of the product, possibly for lengthy time periods, which could negatively impact the revenues we are able to generate from the sale of the product in that particular country. Adverse pricing limitations may hinder our ability to recoup our investment in one or more product candidates even if our product candidates obtain marketing approval.

Our ability to commercialize any products successfully will also depend in part on the extent to which coverage and adequate reimbursement for these products and related treatments will be available from government health administration authorities, private health insurers and other organizations. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, determine which medications they will cover and establish reimbursement levels. A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and other third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third-party payors are requiring that drug companies provide them with

predetermined discounts from list prices and are challenging the prices charged for medical products. We cannot be sure that coverage and reimbursement will be available for any product that we commercialize and, if reimbursement is available, what the level of reimbursement will be and whether it will be satisfactory. Coverage and reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If coverage and reimbursement are not available or reimbursement is available only to limited levels, we may not be able to successfully commercialize any product candidate for which we obtain marketing approval.

There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, and coverage may be more limited than the purposes for which the drug is approved by the FDA or foreign regulatory authorities. Moreover, eligibility for coverage and reimbursement does not imply that any drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution. Interim reimbursement levels for new drugs, if applicable, may also not be sufficient to cover our costs and may only be temporary. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement policies. Our inability to promptly obtain coverage and profitable reimbursement rates from both government-funded and private payors for any approved products that we develop could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize products and our overall financial condition.

Social issues around the abuse of opioids, including law enforcement concerns over diversion of opioid and regulatory efforts to combat abuse, could decrease the potential market for our product candidates.

Media stories regarding prescription drug abuse and the diversion of opioids and other controlled substances are commonplace. Law enforcement and regulatory agencies may apply policies that seek to limit the availability of opioids. Such efforts may inhibit our ability to commercialize our product candidates. Aggressive enforcement and unfavorable publicity regarding, for example, the use or misuse of oxycodone or other opioid drugs; the limitations of abuse-resistant formulations; the ability of drug abusers to discover previously unknown ways to abuse XTAMPZA; public inquiries and investigations into prescription drug abuse; litigation; or regulatory activity regarding sales, marketing, distribution or storage of opioid drugs could have a material adverse effect on our reputation. Such negative publicity could reduce the potential size of the market for our product candidates and decrease the revenues we are able to generate from their sale. Similarly, to the extent opioid abuse becomes less prevalent or less urgent of a public health issue, regulators and third party payers may not be willing to pay a premium for abuse-deterrent formulations of opioids.

Additionally, efforts by the FDA and other regulatory bodies to combat abuse of opioids may negatively impact the market for our product candidates. For example, on September 10, 2013, the FDA announced its intention to effect labeling changes to all approved extended-release/long-acting opioids. In particular, the FDA announced its intention to update the indication for extended-release/long-acting opioids so that extended-release/long-acting opioids will be indicated only for the management of pain severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate. On April 16, 2014, the FDA updated these indications. It is possible that such changes could reduce the number of prescriptions for opioids written by physicians and negatively impact the potential market for our product candidates.

If the FDA or other applicable regulatory authorities approve generic products with abuse-deterrent claims that compete with any of our product candidates, it could reduce our sales of those product candidates.

Once an NDA, including a Section 505(b)(2) application, is approved, the product covered thereby becomes a "listed drug" which can, in turn, be cited by potential competitors in support of approval of an abbreviated NDA, or ANDA. The FD&C Act, FDA regulations and other applicable regulations and policies provide incentives to manufacturers to create modified, non-infringing versions of a drug to facilitate the approval of an ANDA or other application for generic substitutes. These manufacturers might only be required to conduct a relatively inexpensive study to show that their product has the same active ingredients, dosage form, strength, route of administration, and conditions of use, or labeling, as our product candidate and that the generic product is absorbed in the body at the same rate and to the same extent as, or is bioequivalent to, our product candidate. These generic equivalents would be significantly less costly than ours to bring to market and companies that produce generic equivalents are generally able to offer their products at lower prices. Thus, after the introduction of a generic competitor, a significant percentage of the sales of any branded product are typically lost to the generic product. Accordingly, competition from generic equivalents to our product candidates would substantially limit our ability to generate revenues and therefore to obtain a return on the investments we have made in our product candidates.

Guidelines and recommendations published by various organizations can reduce the use of our products, if approved.

Government agencies promulgate regulations and guidelines directly applicable to us and to our product candidates. In addition, professional societies, practice management groups, private health and science foundations and organizations involved in various diseases from time to time may also publish guidelines or recommendations to the healthcare and patient communities. Recommendations of government agencies or these other groups or organizations may relate to such matters as usage, dosage, route of administration and use of concomitant therapies. Recommendations or guidelines suggesting the reduced use of our products or the use of competitive or alternative products as the standard of care to be followed by patients and healthcare providers could result in decreased use of our products.

Risks Related to Our Dependence on Third Parties

If we encounter difficulties in negotiating a commercial manufacturing agreement with the third party manufacturer of XTAMPZA or the third-party manufacturer fails to devote sufficient time and resources to XTAMPZA, or its performance is substandard, our product launch may be delayed and our costs may be higher than expected and could have a material adverse effect on our business.

We do not own any manufacturing facilities and have limited experience in drug development and commercial manufacturing. We currently have no plans to build our own clinical or commercial scale manufacturing facility. We lack the resources and expertise to manufacture and test, on a commercial scale, the technical performance of our product candidates. We currently rely, and expect to continue to rely, on a limited number of experienced personnel and one contract manufacturer, Patheon, as well as other vendors to formulate, test, supply, store and distribute XTAMPZA for our clinical trials and FDA registration, and we control only certain aspects of their activities. We are currently negotiating a commercial manufacturing agreement with Patheon and we may not be able to obtain terms that are favorable to us or enter into a commercial manufacturing agreement at all. Although we have identified alternate sources for these services, it would be time-consuming, and require us to incur additional cost, to qualify these sources.

Our reliance on a limited number of vendors and, in particular, Patheon, as our single manufacturer, exposes us to the following risks, any of which could delay FDA approval of our product candidates and commercialization of our products, result in higher costs, or deprive us of potential product revenues:

- § our contract manufacturer, or other third parties we rely on, may encounter difficulties in achieving the volume of production needed to satisfy commercial demand, may experience technical issues that impact quality or compliance with applicable and strictly enforced regulations governing the

manufacture of pharmaceutical products, and may experience shortages of qualified personnel to adequately staff production operations.

- our contract manufacturer could default on its agreement with us to meet our requirements for commercialization of XTAMPZA.
- the use of alternate manufacturers may be difficult because the number of potential manufacturers that have the necessary governmental licenses to produce narcotic products is limited. Additionally, the FDA and the DEA must approve any alternative manufacturer of XTAMPZA before we may use the alternative manufacturer to produce XTAMPZA.
- it may be difficult or impossible for us to find a replacement manufacturer on acceptable terms quickly, or at all. Our contract manufacturer and vendors may not perform as agreed or may not remain in the contract manufacturing business for the time required to successfully produce, store and distribute our products.
- if our contract manufacturer were to terminate our arrangement or fail to meet our commercial manufacturing demands, we may be forced to delay our development and commercial programs.

Our reliance on third parties reduces our control over our product candidate development and commercialization activities but does not relieve us of our responsibility to ensure compliance with all required legal, regulatory and scientific standards. The FDA and other regulatory authorities require that our product candidates and any products that we may eventually commercialize be manufactured according to cGMP and similar foreign standards. Any failure by our third-party manufacturer to comply with cGMP or failure to scale up manufacturing processes, including any failure to deliver sufficient quantities of product candidates in a timely manner, could lead to a delay in, or failure to obtain, regulatory approval of any of our product candidates. In addition, such failure could be the basis for the FDA to issue a warning or untitled letter, withdraw approvals for product candidates previously granted to us, or take other regulatory or legal action, including recall or seizure, total or partial suspension of production, suspension of ongoing clinical trials, refusal to approve pending applications or supplemental applications, detention or product, refusal to permit the import or export of products, injunction, imposing civil penalties or pursuing criminal prosecution.

Because we currently rely on a sole supplier to manufacture the active pharmaceutical ingredient of our lead product candidate, XTAMPZA, any production problems with our supplier could have a material adverse effect on us.

We presently depend upon a single source as the sole supplier of the active ingredient for XTAMPZA — oxycodone base — and we intend to contract with this supplier, as necessary, for commercial supply of our products. Although we have identified an alternate source for oxycodone base, it would be time-consuming and costly to qualify this source. Since we currently obtain our active ingredient from this manufacturer on a purchase-order basis, either we or our supplier may terminate our arrangement, without cause, at any time without notice. If our supplier were to terminate our arrangement or fail to meet our supply needs we might incur substantial cost and be forced to delay our development or commercialization programs. Any such delay could have a material adverse effect on our business.

We rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, or if they terminate their agreement with us, we may not be able to obtain regulatory approval for or commercialize our product candidates and our business could suffer a material adverse effect.

We have relied upon and plan to continue to rely upon contract research organizations, or CROs, to monitor and manage data for our ongoing preclinical and clinical programs. We rely on these parties for execution of our clinical trials, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that each of our studies and clinical trials are conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on the CROs does not relieve us of our regulatory responsibilities. We and our CROs are required to comply with federal regulations and current Good Clinical Practices, or GCP, which are international standards meant to protect the rights and health of

patients and to define the roles of clinical trial sponsors, advisors and monitors, enforced by the FDA, the Competent Authorities of the Member States of the European Economic Area, or EEA, and foreign regulatory authorities in the form of International Conference on Harmonization, or ICH, guidelines for all of our product candidates in clinical development. Regulatory authorities enforce these GCP through periodic inspections of trial sponsors, principal investigators and trial sites. In addition, we and our CROs are required to comply with special regulations regarding the enrollment of recreational drug abusers in clinical trials. If we or any of our CROs fail to comply with applicable GCP and other regulations, including as a result of any recent changes in such regulations, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or foreign regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that upon inspection by a given regulatory authority, such regulatory authority will determine that any of our clinical trials comply with GCP requirements. In addition, our clinical trials must be conducted with product produced under cGMP requirements. While we have agreements governing activities of our CROs, we have limited influence over their actual performance. Failure to comply with applicable regulations in the conduct of the clinical trials for our product candidates may require us to repeat preclinical studies and clinical trials, which would delay the regulatory approval process.

Our CROs are not our employees, and except for remedies available to us under our agreements with such CROs, we cannot control whether or not they devote sufficient time and resources to our ongoing clinical and preclinical programs. If CROs do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. As a result, the commercial prospects for our product candidates would be harmed, our costs could increase substantially and our ability to generate revenue could be delayed.

Switching or adding additional CROs involves additional cost and requires management time and focus, and there is a limited number of CROs that are equipped and willing to manage clinical trials that involve recreational drug abusers. Our CROs have the right to terminate their agreements with us in the event of an uncured material breach. In addition, some of our CROs have an ability to terminate their respective agreements with us if it can be reasonably demonstrated that the safety of the patients participating in our clinical trials warrants such termination, if we make a general assignment for the benefit of our creditors or if we are liquidated. Identifying, qualifying and managing performance of third-party service providers can be difficult, time-consuming and cause delays in our development programs. In addition, there is a natural transition period when a new CRO commences work and the new CRO may not provide the same type or level of services as the original provider. Though we carefully manage our relationships with our CROs, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects. If any of our relationships with our CROs terminate, we may not be able to enter into arrangements with alternative CROs or to do so on commercially reasonable terms. As a result, delays may occur, which can materially impact our ability to meet our desired clinical development timelines.

Because we have relied on third parties, our internal capacity to perform these functions is limited. Outsourcing these functions involves risks that third parties may not perform to our standards, may not produce results in a timely manner or may fail to perform at all. In addition, the use of third-party service providers requires us to disclose our proprietary information to these parties, which could increase the risk that this information will be misappropriated. We currently have a small number of employees, which limits the internal resources we have available to identify and monitor our third-party providers. To the extent we are unable to identify and successfully manage the performance of third-party service providers in the future, our ability to advance our product candidates through clinical trials will be compromised. Though we carefully manage our relationships with our CROs, there can be no assurance that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects.

In the future, we may depend on collaborations with third parties for the development and commercialization of our product candidates. If those collaborations are not successful, we may not be able to capitalize on the market potential of these product candidates.

We may not be successful in establishing development and commercialization collaborations which could adversely affect, and potentially prohibit, our ability to develop or commercialize our product candidates. Collaborations involving our product candidates pose the following risks to us:

- collaborators may have significant discretion in determining the efforts and resources that they will apply to these collaborations.
- collaborators may not pursue development and commercialization of our product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborator's strategic focus or available funding or external factors such as an acquisition that diverts resources or creates competing priorities.
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing.
- collaborators may conduct clinical trials inappropriately, or may obtain unfavorable results in their clinical trials, which may have an adverse effect on the development of our own programs.
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours.
- a collaborator with marketing and distribution rights to one or more products may not commit sufficient resources to the marketing and distribution of such products.
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our proprietary information or expose us to potential litigation.
- disputes may arise between the collaborators and us that result in the delay or termination of the research, development or commercialization of our product candidates or that result in costly litigation or arbitration that diverts management attention and resources.
- we may lose certain valuable rights under circumstances specified in our collaborations.
- collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable product candidates.
- collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner or at all. If a future collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our product development or commercialization program under such collaboration could be delayed, diminished or terminated.

We may rely on collaborators to market and commercialize XTAMPZA and, if approved, our other product candidates, who may fail to effectively commercialize our product candidates.

We may utilize strategic collaborators or contract sales forces, where appropriate, to assist in the commercialization of our product candidates, if approved, including XTAMPZA. We currently possess limited resources and may not be successful in establishing collaborations or co-promotion arrangements on acceptable terms, if at all. We also face competition in our search for collaborators and co-promoters. If we enter into strategic collaborations or similar arrangements, we will rely on third parties for financial resources and for development, commercialization, sales and marketing and regulatory expertise. Our collaborators, if any, may fail to develop or effectively commercialize our product candidates because they cannot obtain the necessary regulatory approvals, they lack adequate financial or other resources or they decide to focus on other initiatives. Any failure of our third-party collaborators to successfully market and commercialize our product candidates would diminish our revenues.

Manufacturing issues may arise that could increase product and regulatory approval costs or delay commercialization.

As we scale up manufacturing of our product candidates and conduct required stability testing, we may encounter product, packaging, equipment and process-related issues that may require refinement or resolution in order to proceed with our planned clinical trials and obtain regulatory approval for commercial marketing. In the future, we may identify impurities, which could result in increased scrutiny by regulatory authorities, delays in our clinical programs and regulatory approval, increases in our operating expenses or failure to obtain or maintain approval for our product candidates.

Risks Related to Our Business and Strategy

We face substantial competition from other biotechnology and pharmaceutical companies, which may result in others discovering, developing or commercializing products before or more successfully than we do.

The biopharmaceutical industry is intensely competitive and subject to rapid and significant technological change. In addition, the competition in the pain and opioid market is intense. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, biotechnology companies and universities and other research institutions.

We face and will continue to face competition from other companies in the pharmaceutical and medical device industries. Our product candidates, if approved, will compete with currently marketed oral opioids, transdermal opioids, local anesthetic patches, stimulants and implantable and external infusion pumps that can be used for infusion of opioids and local anesthetics. Products of these types are marketed by Purdue, Johnson & Johnson, Pfizer, Endo, Mallinckrodt, Zogenix, Actavis and others. Some of these current and potential future competitors may be addressing the same therapeutic areas or indications as we are. Many of our current and potential future competitors have significantly greater research and development capabilities than we do, have substantially more marketing, manufacturing, financial, technical, human and managerial resources than we do, and have more institutional experience than we do. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors.

As a result of these factors, our competitors may obtain regulatory approval of their products more rapidly than we are able to or may obtain patent protection or other intellectual property rights that allow them to develop and commercialize their products before us and limit our ability to develop or commercialize our product candidates. Our competitors may also develop drugs that are safer, more effective, more widely used and less costly than ours, and they may also be more successful than us in manufacturing and marketing their products.

Furthermore, if the FDA approves a competitor's 505(b)(2) application for a drug candidate before our application for a similar drug candidate and grants the competitor a period of exclusivity, the FDA may take the position that it cannot approve our NDA for a similar drug candidate. For example, we believe that several competitors are developing extended-release oxycodone products, and if the FDA approves a competitor's 505(b)(2) application for an extended-release oxycodone product and grants exclusivity before our NDA for XTAMPZA is filed and approved, we could be subject to a delay that would dramatically reduce the expected market penetration for XTAMPZA. Additionally, even if our 505(b)(2) application for XTAMPZA is approved first, we may still be subject to competition from other oxycodone products, including approved products or other approved 505(b)(2) NDAs for different conditions of use that would not be restricted by any grant of exclusivity to us.

In addition, competitors have developed or are in the process of developing technologies that are, or in the future may be, the basis for competitive products. Some of these products may have an entirely different approach or means of accomplishing similar therapeutic effects than our product candidates. Our

competitors may develop products that are safer, more effective or less costly than our product candidates and, therefore, present a serious competitive threat to our product offerings.

The widespread acceptance of currently available therapies with which our product candidates will compete may limit market acceptance of our product candidates even if commercialized. Oral medication, transdermal drug delivery systems, such as drug patches, injectable products and implantable drug delivery devices are currently available treatments for chronic pain, are widely accepted in the medical community and have a long history of use. These treatments will compete with our product candidates, if approved, and the established use of these competitive products may limit the potential for our product candidates to receive widespread acceptance if commercialized.

The use of legal and regulatory strategies by competitors with innovator products, including the filing of citizen petitions, may delay or prevent the introduction or approval of our product candidates, increase our costs associated with the introduction or marketing of our products, or significantly reduce the profit potential of our product candidates.

Companies with innovator drugs often pursue strategies that may serve to prevent or delay competition from alternatives to their innovator products. These strategies include, but are not limited to:

- § filing "citizen petitions" with the FDA that may delay competition by causing delays of our product approvals;
- § seeking to establish regulatory and legal obstacles that would make it more difficult to demonstrate a product's bioequivalence or "sameness" to the related innovator product;
- § filing suits for patent infringement that automatically delay FDA approval of products seeking approval based on the Section 505(b)(2) pathway;
- § obtaining extensions of market exclusivity by conducting clinical trials of innovator drugs in pediatric populations or by other methods;
- § persuading the FDA to withdraw the approval of innovator drugs for which the patents are about to expire, thus allowing the innovator company to develop and launch new patented products serving as substitutes for the withdrawn products;
- § seeking to obtain new patents on drugs for which patent protection is about to expire; and
- § initiating legislative and administrative efforts in various states to limit the substitution of innovator products by pharmacies.

These strategies could delay, reduce or eliminate our entry into the market and our ability to generate revenues associated with our product candidates.

Our future success depends on our ability to retain our key personnel.

We are highly dependent upon the services of our key personnel, including our Chief Executive Officer, Michael T. Heffernan, and our Vice President, Product Development and one of the inventors of the DETERx technology, Dr. Alison B. Fleming. Each employee is employed by us at will and is permitted to terminate his or her employment with us at any time. We anticipate entering into new employment agreements with Mr. Heffernan and Dr. Fleming to be effective upon the consummation of this offering, but we expect that Mr. Heffernan and Dr. Fleming will continue to be employed at will. We do not maintain "key person" insurance for any of our executives or other employees. The loss of the services of Mr. Heffernan or Dr. Fleming could impede the achievement of our research, development and commercialization objectives.

If we are unable to attract and retain highly qualified scientific and technical employees, we may not be able to grow effectively.

Our future growth and success depend on our ability to recruit, retain, manage and motivate our scientific and technical employees. The loss of any member of our senior management team or the inability to hire or retain experienced management personnel could compromise our ability to execute our business plan and

harm our operating results. Because of the specialized scientific nature of our business, we rely heavily on our ability to attract and retain qualified scientific and technical personnel. The competition for qualified personnel in the pharmaceutical field is intense, and as a result, we may be unable to continue to attract and retain qualified personnel necessary for the development of our business or to recruit suitable replacement personnel.

We will need to grow the size of our organization, and we may experience difficulties in managing this growth.

As of February 28, 2015, we had 23 full-time employees. As our development and commercialization strategies develop, we will need additional managerial, operational, sales, marketing, financial and other resources. Our management, personnel and systems currently in place may not be adequate to support this future growth. We may not be able to effectively manage the expansion of our operations, which may result in weaknesses in our infrastructure, give rise to operational mistakes, loss of business opportunities, loss of employees and reduced productivity among remaining employees. Future growth could require significant capital expenditures and may divert financial resources from other projects, such as the development of our existing or future product candidates. Future growth would impose significant added responsibilities on members of management, including:

- managing the commercialization of any FDA-approved product candidates;
- overseeing our ongoing clinical trials effectively;
- identifying, recruiting, maintaining, motivating and integrating additional employees, including any sales and marketing personnel engaged in connection with the commercialization of any approved product;
- managing our internal development efforts effectively while complying with our contractual obligations to licensors, licensees, contractors and other third parties;
- improving our managerial, development, operational and finance systems and procedures;
- developing our compliance infrastructure and processes to ensure compliance with regulations applicable to public companies; and
- expanding our facilities.

As our operations expand, we will need to manage additional relationships with various strategic partners, suppliers and other third parties. Our future financial performance and our ability to commercialize our product candidates and to compete effectively will depend, in part, on our ability to manage any future growth effectively. To that end, we must be able to manage our development efforts and clinical trials effectively and hire, train and integrate additional management, administrative and sales and marketing personnel. We may not be able to accomplish these tasks, and our failure to accomplish any of them could prevent us from successfully growing our company.

We may acquire other assets or businesses, or form collaborations or make investments in other companies or technologies, that could have a material adverse effect on our operating results, dilute our shareholders' ownership, increase our debt or cause us to incur significant expense.

As part of our business strategy, we may pursue acquisitions of assets, including preclinical, clinical or commercial stage products or product candidates, businesses or strategic alliances and collaborations, to expand our existing technologies and operations. We may not identify or complete these transactions in a timely manner, on a cost-effective basis, or at all, and we may not realize the anticipated benefits of any such transaction, any of which could have a material adverse effect on our financial condition, results of operations and cash flows. We have no experience with acquiring other companies, products or product candidates, and limited experience with forming strategic alliances and collaborations. We may not be able to find suitable acquisition candidates, and if we make any acquisitions, we may not be able to integrate these acquisitions successfully into our existing business and we may incur additional debt or assume unknown or contingent liabilities in connection therewith. Integration of an acquired company or assets may

also disrupt ongoing operations, require the hiring of additional personnel and the implementation of additional internal systems and infrastructure, especially the acquisition of commercial assets, and require management resources that would otherwise focus on developing our existing business. We may not be able to find suitable strategic alliance or collaboration partners or identify other investment opportunities, and we may experience losses related to any such investments.

To finance any acquisitions or collaborations, we may choose to issue debt or shares of our common stock as consideration. Any such issuance of shares would dilute the ownership of our shareholders. If the price of our common stock is low or volatile, we may not be able to acquire other assets or companies or fund a transaction using our stock as consideration. Alternatively, it may be necessary for us to raise additional funds for acquisitions through public or private financings. Additional funds may not be available on terms that are favorable to us, or at all.

Our employees, independent contractors, principal investigators, CROs, consultants and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could cause significant liability for us and harm our reputation.

We are exposed to the risk that our employees, independent contractors, principal investigators, CROs, consultants and vendors may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to us that violates:

- § FDA, DEA or similar regulations of foreign regulatory authorities, including those laws requiring the reporting of true, complete and accurate information to such authorities;
- § manufacturing standards;
- § federal and state healthcare fraud and abuse laws and regulations and similar laws and regulations established and enforced by foreign regulatory authorities; or
- § laws that require the reporting of financial information or data accurately.

In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We will adopt a Code of Business Conduct and Ethics, which will be effective as of the closing of this offering, but it is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a material adverse effect on our business and results of operations, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could have a material adverse effect on our ability to operate our business and our results of operations.

Our relationships with customers and payors will be subject to applicable anti-kickback, fraud and abuse, transparency, and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, exclusion from government healthcare programs, contractual damages, reputational harm, administrative burdens, and diminished profits and future earnings.

Healthcare providers, physicians and payors play a primary role in the recommendation and prescription of any product candidates for which we may obtain marketing approval. Our future arrangements with payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute any product candidates for which we may obtain marketing approval. Even though we do not and will not control referrals of healthcare services or bill directly to Medicare, Medicaid or other third-party payors, federal and state healthcare laws and regulations pertaining to fraud and abuse and patients' rights are and will be applicable to our business. Restrictions under applicable federal, state and foreign healthcare laws and regulations may affect our ability to operate and expose us to areas of risk, including:

- the federal Anti-Kickback Statute, which prohibits, among other things, knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- the federal False Claims Act, which imposes criminal and civil penalties, including through civil whistleblower or qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government. In addition, the government may assert that a claim including items and services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute to defraud any healthcare benefit program or specific intent to violate it in order to have committed a violation;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and its implementing regulations, which also imposes obligations on certain covered entity healthcare providers, health plans, and healthcare clearinghouses as well as their business associates that perform certain services involving the use or disclosure of individually identifiable health information, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information;

- federal laws requiring drug manufacturers to report information related to payments and other transfers of value made to physicians and other healthcare providers, as well as ownership or investment interests held by physicians and their immediate family members, including under the federal Open Payments program, commonly known as the Sunshine Act, as well as other state and foreign laws regulating marketing activities; and

- state and foreign equivalents of each of the above laws, including state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental payors, including private insurers; state laws which require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restricting payments that may be made to healthcare providers; and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from

each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. Nonetheless, it is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur significant costs.

In connection with our research and development activities and our manufacture of materials and product candidates, we are subject to federal, state and local laws, rules, regulations and policies governing the use, generation, manufacture, storage, air emission, effluent discharge, handling and disposal of certain materials, biological specimens and wastes. Although we believe that we have complied with the applicable laws, regulations and policies in all material respects and have not been required to correct any material noncompliance, we may be required to incur significant costs to comply with environmental and health and safety regulations in the future. Current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Our research and development involves the use, generation and disposal of hazardous materials, including chemicals, solvents, agents and biohazardous materials. Although we believe that our safety procedures for storing, handling and disposing of such materials comply with the standards prescribed by state and federal regulations, we cannot completely eliminate the risk of accidental contamination or injury from these materials. We currently contract with third parties to dispose of these substances that we generate, and we rely on these third parties to properly dispose of these substances in compliance with applicable laws and regulations. We cannot eliminate the risk of contamination or injury from these materials. If these third parties do not properly dispose of these substances in compliance with applicable laws and regulations, we may be subject to legal action by governmental agencies or private parties for improper disposal of these substances. The costs of defending such actions and the potential liability resulting from such actions are often very large. In the event we are subject to such legal action or we otherwise fail to comply with applicable laws and regulations governing the use, generation and disposal of hazardous materials and chemicals, we could be held liable for any damages that result, and any such liability could exceed our resources.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, this insurance may not provide adequate coverage against potential liabilities. We maintain insurance for environmental liability or toxic tort claims, but we may not continue to maintain such insurance in the future, and such insurance, to the extent maintained, may not be adequate to cover liabilities that may be asserted against us in connection with our storage or disposal of biological, hazardous or radioactive materials.

Our business and operations would suffer in the event of computer system failures, accidents or security breaches.

Despite the implementation of security measures, our internal computer systems, and those of our CROs, contract manufacturing organization, or CMO, and other third parties on which we rely, are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and

telecommunication and electrical failures. System failures, accidents or security breaches could cause interruptions in our operations, and could result in a material disruption of our clinical activities and business operations, in addition to possibly requiring substantial expenditures of resources to remedy. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our drug development programs. For example, the loss of clinical trial data from completed or ongoing clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach was to result in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development of our product candidates could be delayed.

Risks Related to this Offering and Ownership of Our Common Stock

There is no existing market for our common stock, and we do not know if one will develop. Even if a market does develop, the stock prices in the market may not exceed the offering price.

Prior to this offering there has been no market for shares of our common stock. An active trading market for our shares may never develop or be sustained following this offering. The initial public offering price for our common stock was determined through negotiations with the underwriters, and the negotiated price may not be indicative of the market price of our common stock after this offering. The market value of our common stock may decrease from the initial public offering price. As a result of these and other factors, you may be unable to resell your shares of our common stock at or above the initial public offering price. The lack of an active market may impair your ability to sell your shares at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value of your shares. Further, an inactive market may also impair our ability to raise capital by selling shares of our common stock and may impair our ability to enter into strategic collaborations or acquire companies or products by using our shares of common stock as consideration. The market price of our stock may be volatile, and you could lose all or part of your investment. The lack of an active market also may reduce the fair market value of your shares.

The price of our common stock may be volatile and you may lose all or part of your investment.

The market price of our common stock following this offering is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. In addition to the factors discussed in this "Risk Factors" section and elsewhere in this prospectus, these factors include:

- § the success of competitive products or technologies;
- § regulatory actions with respect to our product candidates or our competitors' products or product candidates;
- § actual or anticipated changes in our growth rate relative to our competitors;
- § announcements by us or our competitors of significant acquisitions, strategic collaborations, joint ventures, collaborations or capital commitments;
- § results of clinical trials of our product candidates or those of our competitors;
- § regulatory or legal developments in the United States and other countries;
- § developments or disputes concerning patent applications, issued patents or other proprietary rights;
- § the recruitment or departure of key personnel;
- § the level of expenses related to any of our product candidates or clinical development programs;
- § actual or anticipated variations in our quarterly operating results;
- § the number and characteristics of our efforts to in-license or acquire additional product candidates or products;
- § introduction of new products or services by us or our competitors;

- failure to meet the estimates and projections of the investment community or that we may otherwise provide to the public;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- announcement or expectation of additional financing efforts;
- sales of our common stock by us, our insiders or our other shareholders;
- changes in accounting practices;
- significant lawsuits, including patent or shareholder litigation;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, industry and market conditions;
- publication of research reports about us, our competitors or our industry, or positive or negative recommendations or withdrawal of research coverage by securities or industry analysts; and
- other events or factors, many of which are beyond our control.

In addition, the stock market in general, and pharmaceutical and biotechnology companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. The realization of any of the above risks or any of a broad range of other risks stated above could have a material adverse effect on the market price of our common stock.

As we operate in the pharmaceutical and biotechnology industry, we are especially vulnerable to these factors to the extent that they affect our industry or our products. In the past, securities class action litigation has often been initiated against companies following periods of volatility in their stock price. This type of litigation could result in substantial costs and divert our management's attention and resources, and could also require us to make substantial payments to satisfy judgments or to settle litigation.

Sales of a substantial number of shares of our common stock in the public market could cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. After this offering, we will have outstanding shares of common stock based on the number of shares outstanding as of , 2015. This includes the shares that we are selling in this offering, which may be resold in the public market immediately without restriction, unless purchased by our affiliates. The remaining shares will be restricted as a result of securities laws or lock-up agreements but will be able to be sold after the offering as described in the "Shares Eligible for Future Sale" section of this prospectus. Moreover, after this offering, holders of an aggregate of shares of our common stock will have rights, subject to certain conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other shareholders. We also intend to register all shares of common stock that we may issue under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up agreements described in the "Underwriting" section of this prospectus.

Future issuances of our common stock or rights to purchase common stock, including pursuant to our equity incentive plans, could result in additional dilution of the percentage ownership of our shareholders and could cause our stock price to fall.

We expect that significant additional capital will be needed in the future to continue our planned operations. To raise capital, we may sell substantial amounts of common stock or securities convertible into or exchangeable for common stock. These future issuances of common stock or common stock-related securities, together with the exercise of outstanding options and any additional shares issued in connection with acquisitions, if any, may result in material dilution to our investors. Such sales may also result in material dilution to our existing shareholders, and new investors could gain rights, preferences and privileges senior to those of holders of our common stock, including shares of common stock sold in this offering.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

We will have broad discretion in the application of the net proceeds from this offering, and you will be relying on the judgment of our management regarding the application of these proceeds. Our management may not apply the net proceeds of this offering in ways that ultimately increase the value of your investment. We expect to use the net proceeds from this offering in the manner described in the "Use of Proceeds" section of this prospectus. Our failure to apply these net proceeds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our common stock to decline and delay the development of our product candidates. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our shareholders. If we do not invest or apply the net proceeds from this offering in ways that enhance shareholder value, we may fail to achieve expected financial results, which could cause the price of our common stock to decline.

Our principal shareholders and management own substantially all of our stock prior to this offering and will continue to be able to exert significant control over matters subject to shareholder approval after the offering.

As of February 28, 2015, our executive officers, directors, holders of 5% or more of our capital stock and their respective affiliates beneficially owned approximately 90% of our voting stock, including shares subject to outstanding options and warrants, and, upon the closing of this offering, we expect that same group will continue to hold approximately % of our outstanding voting stock. As a result, these shareholders, acting together, would be able to significantly influence the outcome of all matters requiring shareholder approval, including the election of directors, amendments of our organizational documents, or approval of any merger, sale of assets or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest. The interests of this group of shareholders may not always coincide with your interests or the interests of other shareholders and they may act in a manner that advances their best interests and not necessarily those of other shareholders, including seeking a premium value for their common stock, and might affect the prevailing market price for our common stock. Such concentration of ownership control may:

- delay, defer or prevent a change in control;
- entrench our management and/or the board of directors; or
- impede a merger, consolidation, takeover or other business combination involving us that other shareholders may desire.

In addition, persons associated with Longitude Capital Partners, LLC, Skyline Venture Partners V, L.P., Frazier Healthcare VI, L.P., and Boston Millennia Partners currently serve on our board of directors. Following this offering, the interests of Longitude Capital Partners, LLC, Skyline Venture Partners V, L.P., Frazier Healthcare VI, L.P., and Boston Millennia Partners may not always coincide with the interests of the

other shareholders, and the concentration of control in Longitude Capital Partners, LLC, Skyline Venture Partners V, L.P., Frazier Healthcare VI, L.P., and Boston Millennia Partners will limit other shareholders' ability to influence corporate matters. We may also take actions that our other shareholders do not view as beneficial, which may adversely affect our results of operations and financial condition and cause the value of your investment to decline.

We are subject to anti-takeover provisions in our amended and restated articles of incorporation and amended and restated bylaws and under Virginia law that could delay or prevent an acquisition of the Company, even if the acquisition would be beneficial to our shareholders.

Certain provisions of Virginia law, the state in which we are incorporated, and our amended and restated articles of incorporation and amended and restated bylaws could hamper a third party's acquisition of us, or discourage a third party from attempting to acquire control of us. These provisions include:

- a provision allowing our board of directors to set the terms of and issue preferred stock with rights senior to those of the common stock without any vote or action by the holders of our common stock. The issuance of preferred stock could adversely affect the rights and powers, including voting rights, of the holders of common stock;
- advance written notice procedures and notice requirements with respect to shareholder proposals and shareholder nomination of candidates for election as directors;
- a provision that only the board of directors or the chairman of the board of directors may call a special meeting of the shareholders, except that the Company must call a special meeting upon the request from at least 20% of the combined voting power of the outstanding shares of all classes of our capital stock;
- the application of Virginia law prohibiting us from entering into certain transactions with the beneficial owner of more than 10 percent of our outstanding voting stock for a period of three years after such person first reached that level of stock ownership, unless certain conditions are met;
- the requirement that the authorized number of our directors be changed only by resolution of our board of directors;
- a provision that our board of directors shall fill any vacancies on our board of directors, including vacancies resulting from a board of directors resolution to increase the number of directors;
- limitations on the manner in which shareholders can remove directors from the board of directors;
- the lack of cumulative voting in the election of directors; and
- the prohibition on shareholders acting by less-than-unanimous written consent.

These provisions also could limit the price that certain investors might be willing to pay in the future for shares of our common stock. In addition, these provisions make it more difficult for our shareholders, should they choose to do so, to remove our board of directors or management or electing new directors to our board of directors. See "Description of Capital Stock."

We may fail to qualify for continued listing on NASDAQ which could make it more difficult for investors to sell their shares.

We intend to list our common stock on The NASDAQ Global Market. If approved, we will need to satisfy the continued listing requirements of NASDAQ for inclusion in the Global Market to maintain such listing, including, among other things, the maintenance of a minimum bid price of $1.00 per share and shareholders' equity of at least $10.0 million. There can be no assurance that we will be able to maintain compliance with the continued listing requirements or that our common stock will not be delisted from NASDAQ in the future. If our common stock is delisted by NASDAQ, we could face significant material adverse consequences, including:

- a limited availability of market quotations for our securities;
- reduced liquidity with respect to our securities;
- a determination that our shares are a "penny stock," which will require brokers trading in our shares to adhere to more stringent rules, possibly resulting in a reduced level of trading activity in the secondary trading market for our shares;
- a limited amount of news and analyst coverage for our company; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. Securities and industry analysts do not currently, and may never, publish research on our company. If no securities or industry analysts commence coverage of our company, the trading price for our stock would likely be negatively impacted. In the event securities or industry analysts initiate coverage, if one or more of the analysts who cover us downgrade our stock or publish inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

If you purchase our common stock in this offering, you will incur immediate and substantial dilution in the book value of your shares.

The initial public offering price is substantially higher than the net tangible book value per share of our common stock. Investors purchasing common stock in this offering will pay a price per share that substantially exceeds the book value of our tangible assets after subtracting our liabilities. As a result, investors purchasing common stock in this offering will incur immediate dilution of $ per share, based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover of this prospectus. As a result of the dilution to investors purchasing shares in this offering, investors may receive significantly less than the purchase price paid in this offering, if anything, in the event of our liquidation. Further, investors purchasing common stock in this offering will contribute approximately % of the total amount invested by shareholders since our inception, but will own, as a result of such investment, only approximately % of the shares of common stock outstanding immediately following giving effect to this offering. Furthermore, if the underwriters exercise their option to purchase additional shares or our previously issued options and warrants to acquire common stock at prices below the assumed initial public offering price are exercised, you will experience further dilution. For a further description of the dilution that you will incur as a result of purchasing shares in this offering, see "Dilution."

Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. In addition, the terms of any future debt agreements may preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

We are an "emerging growth company" and we intend to take advantage of reduced disclosure and governance requirements applicable to emerging growth companies, which could result in our common stock being less attractive to investors and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our shares of common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we are eligible to take advantage of certain exemptions from various reporting requirements applicable to other public companies, but not to emerging growth companies, including, but not limited to, an exemption from the auditor attestation requirement of Section 404 of the Sarbanes-Oxley Act, reduced disclosure about executive compensation arrangements pursuant to the rules applicable to smaller reporting companies and no requirement to seek non-binding advisory votes on executive compensation or golden parachute arrangements. We will remain an emerging growth company until the earliest of (i) the end of the fiscal year following the fifth anniversary of the completion of this offering, (ii) the first fiscal year after our annual gross revenue are $1.0 billion or more, (iii) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt securities or (iv) the end of any fiscal year in which the market value of our common stock held by non-affiliates exceeded $700 million as of the end of the second quarter of that fiscal year.

In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. However, we are choosing to "opt out" of such extended transition period and, as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies. Section 107 of the JOBS Act provides that our decision to opt out of the extended transition period for complying with new or revised accounting standards is irrevocable.

We cannot predict if investors will find our common stock less attractive as a result of our taking advantage of these exemptions. If some investors find our common stock less attractive as a result of our choices, there may be a less active trading market for our common stock and our stock price may be more volatile.

If investors find our common stock less attractive as a result of our reduced reporting requirements, there may be a less active trading market for our common stock and our stock price may be more volatile. We may also be unable to raise additional capital as and when we need it.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial condition, results of operations or cash flows, which may adversely affect investor confidence in us and, as a result, the value of our common stock.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal control over financial reporting. Commencing with our annual report on Form 10-K for the year ending December 31, 2016, we will be required, under Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. A material weakness is a control deficiency, or combination of control deficiencies, in internal control over financial reporting that results in more than a reasonable

possibility that a material misstatement of annual or interim financial statements will not be prevented or detected on a timely basis. Section 404 of the Sarbanes-Oxley Act also generally requires an attestation from our independent registered public accounting firm on the effectiveness of our internal control over financial reporting. However, for as long as we remain an emerging growth company as defined in the JOBS Act, we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the independent registered public accounting firm attestation requirement.

Our compliance with Section 404 will require that we incur substantial accounting expense and expend significant management efforts. We currently do not have an internal audit group, and we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge, and compile the system and process documentation necessary to perform the evaluation needed to comply with Section 404. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion, which could potentially subject us to sanctions or investigations by the Securities and Exchange Commission, or the SEC, or other regulatory authorities. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective. We cannot assure you that there will not be material weaknesses or significant deficiencies in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting once that firm begin its reviews, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by NASDAQ, the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

If we are unable to successfully remediate the existing material weaknesses in our internal control over financial reporting, the accuracy and timing of our financial reporting may be adversely affected.

Our management team is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles in the United States, or GAAP, and SEC rules and regulations. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of annual or interim financial statements will not be prevented or detected on a timely basis.

During the course of preparing our December 31, 2014 financial statements, our management team determined that we had the following material weaknesses in our internal control over financial reporting:

- Adequate controls are not in place to appropriately segregate duties in areas such as journal entries, cash disbursements, and the calculation, processing and recording of employee compensation and related accounts.

- Our controls and procedures over the accounting for and reporting of complex accounting matters were not effectively designed due to a failure to design and implement appropriate policies and procedures to ensure that the accounting and valuation of complex debt and equity transactions and income taxes is in accordance with GAAP.

- Our controls were not effectively implemented in the financial statement close process to ensure that proper cut-off of accrued expenses was achieved at interim periods.

The material weaknesses in our internal control over financial reporting were attributable to our lack of sufficient financial reporting and accounting personnel with appropriate training in GAAP and SEC rules and regulations. In response to these material weaknesses, we have hired, and plan to continue to hire, additional personnel with public company financial reporting expertise to build our financial management and reporting infrastructure, and further develop and document our accounting policies and financial reporting procedures. However, we cannot assure you that we will be successful in pursuing these measures or that these measures will significantly improve or remediate the material weaknesses described above. We also cannot assure you that we have identified all of our existing material weaknesses, or that we will not in the future have additional material weaknesses. We have not yet remediated our material weaknesses, and the remediation measures that we intend to implement may be insufficient to address our existing material weaknesses or to identify or prevent additional material weaknesses.

Neither we nor our independent registered public accounting firm has performed an evaluation of our internal control over financial reporting during any period in accordance with the provisions of the Sarbanes-Oxley Act. In light of the control deficiencies and the resulting material weaknesses that were identified as a result of the limited procedures performed, we believe that it is possible that, had we and our independent registered public accounting firm performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act, additional material weaknesses and significant control deficiencies may have been identified. However, for as long as we remain an "emerging growth company" as defined in the JOBS Act, we intend to take advantage of the exemption permitting us not to comply with the requirement that our independent registered public accounting firm provide an attestation on the effectiveness of our internal control over financial reporting.

If we fail to remediate the material weaknesses or to meet the demands that will be placed upon us as a public company, including the requirements of the Sarbanes-Oxley Act, we may be unable to accurately report our financial results, or report them within the timeframes required by law or stock exchange regulations. Failure to comply with Section 404 of the Sarbanes-Oxley Act could also potentially subject us to sanctions or investigations by the SEC or other regulatory authorities. There is no assurance that we will be able to remediate these material weaknesses in a timely manner, or at all, or that in the future, additional material weaknesses will not exist or otherwise be discovered. If our efforts to remediate these material weaknesses identified are not successful, or if other material weaknesses or other deficiencies occur, our ability to accurately and timely report our financial position could be impaired, which could result in late filings of our annual and quarterly reports under the Exchange Act, restatements of our financial statements, a decline in our stock price, suspension or delisting of our common stock from NASDAQ, and could have a material adverse effect on our reputation, results of operations and financial condition.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Upon consummation of this offering, we will become subject to the periodic reporting requirements of the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations reflect the reality that judgments can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives.

Prior to the consummation of this offering, we have not been subject to public company reporting obligations. We will incur increased legal, accounting, administrative and other costs and expenses as a public company. Compliance with the Sarbanes-Oxley Act, the Dodd-Frank Act of 2010, the Exchange Act, as well as rules of the SEC and NASDAQ, for example, will result in significant initial costs to us as well as ongoing increases in our legal, audit and financial compliance costs, particularly after we are no longer an "emerging growth company." Any changes that we make to comply with these obligations may not be sufficient to allow us to satisfy our obligations as a public company on a timely basis, or at all. The Exchange Act, requires, among other things, that we file annual, quarterly and current reports with respect to our business and financial condition. Our board of directors, management and other personnel need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations make it more difficult and more expensive for us to obtain director and officer liability insurance, and require us to incur substantial costs to maintain the same or similar coverage.

We estimate that we will incur approximately $2.0 million in incremental costs per year associated with being a publicly traded company, although it is possible that our actual incremental costs will be higher than we currently estimate. The increased costs will increase our net loss. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements. The forward-looking statements are contained principally in the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business." These statements relate to future events or to our future financial performance and involve known and unknown risks, uncertainties and other important factors which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- our ability to obtain and maintain regulatory approval of our product candidates, and any related restrictions, limitations, and/or warnings in the label of an approved product candidate;
- our plans to commercialize our product candidates;
- the size and growth potential of the markets for our product candidates, and our ability to service those markets;
- our ability to develop sales and marketing capabilities, whether alone or with potential future collaborators;
- the rate and degree of market acceptance of our product candidates;
- our ability to attract collaborators with development, regulatory and commercialization expertise;
- the success, cost and timing of our product development activities, studies and clinical trials;
- our ability to obtain funding for our operations beyond this offering;
- regulatory developments in the United States and foreign countries;
- our ability to operate our business without infringing the intellectual property rights of others;
- the performance of our third-party suppliers and manufacturers;
- the success of competing products that are or become available;
- the loss of key scientific or management personnel;
- our expectations regarding the period during which we qualify as an emerging growth company under the JOBS Act;
- our use of proceeds from this offering;
- the accuracy of our estimates regarding expenses, future revenue, capital requirements and need for additional financing; and
- our expectations regarding our ability to obtain and adequately maintain sufficient intellectual property protection for our product candidates.

In some cases, you can identify these statements by terms such as "anticipate," "believe," "could," "estimate," "expects," "intend," "may," "plan," "potential," "predict," "project," "should," "will," "would" or the negative of those terms, and similar expressions. These forward-looking statements reflect our management's beliefs and views with respect to future events and are based on estimates and assumptions as of the date of this prospectus and are subject to risks and uncertainties. We discuss many of these risks in greater detail under the heading "Risk Factors." Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Given these uncertainties, you should not place undue reliance on these forward-looking statements. The Private Securities Litigation Reform Act of 1995 and Section 27A of the Securities Act do not protect any forward-looking statements that we make in connection with this offering. Any forward-looking statements that we make in this prospectus speak only as of the date of such statement, and we undertake no obligation to update such statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events. Comparisons of results

for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this prospectus by these cautionary statements.

Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

USE OF PROCEEDS

We estimate that our net proceeds from the sale of shares of our common stock in this offering will be approximately $ million (or $ million if the underwriters exercise their option to purchase additional shares from us in full), based on the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) our net proceeds, assuming that the number of shares of common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and offering expenses, by approximately $ million.

We intend to use the net proceeds of this offering as follows:

- approximately $ million for the development of our commercial infrastructure to launch XTAMPZA, if approved, in the United States;
- approximately $ million to fund research and development efforts of our other product candidates, including approximately $ to conduct our planned Phase 1 clinical trial for our second product candidate; and
- the remainder, if any, to fund working capital and general corporate purposes, which may include litigation expenses and the acquisition or licensing of product candidates, technologies, compounds, other assets or complementary businesses.

The expected use of the net proceeds from this offering represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. The amounts and timing of our actual expenditures depend on numerous factors, including regulatory approval of XTAMPZA and the progress of our preclinical and clinical development efforts with respect to our other product candidates. As a result, our management will have broad discretion in applying the net proceeds from this offering. Although we may use a portion of the net proceeds from this offering for the acquisition or licensing, as the case may be, of product candidates, technologies, compounds, other assets or complementary businesses, we have no current understandings, agreements or commitments to do so. Pending these uses, we plan to invest the net proceeds from this offering in short- and intermediate-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

Although it is difficult to predict future liquidity requirements, we believe that the net proceeds from this offering, together with our existing cash resources, will be sufficient to enable us to fund our operations through , including the commercialization of XTAMPZA, if approved, and the continuation of our development of our other product candidates. We have based this estimate on assumptions that may prove to be incorrect, and we could use our available capital resources sooner than we currently expect.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings to support our operations and finance the growth and development of our business and do not intend to declare or pay any cash dividends in the foreseeable future. As a result, you will likely need to sell your shares of common stock to realize a return on your investment, and you may not be able to sell your shares at or above the price you paid for them. Payment of cash dividends, if any, in the future will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant. See "Risk Factors — Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain."

CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of December 31, 2014 on:

- an actual basis;
- a pro forma basis, giving effect to the conversion of all our outstanding convertible preferred stock into an aggregate of 45,214,579 shares of our common stock upon the closing of this offering; and
- a pro forma as adjusted basis, giving effect to the sale by us of shares of our common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and our capitalization following the closing of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with our financial statements and the related notes appearing at the end of this prospectus, the sections entitled "Selected Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other financial information appearing elsewhere in this prospectus.

	As of December 31, 2014		
	Actual	Pro Forma	Pro Forma as Adjusted
	(in thousands, except share and per share amounts)		
Cash and cash equivalents	$ 1,634	$ 1,634	$
Long-term debt, net of discount	$ 6,914	$ 6,914	
Series A convertible preferred stock, $0.001 par value; 18,498,419 shares authorized; 9,232,334 issued and outstanding, actual; no shares issued and outstanding pro forma and pro forma as adjusted	12,781	—	
Series B convertible preferred stock, $0.001 par value; 27,324,237 shares authorized; 27,324,237 issued and outstanding, actual; no shares issued and outstanding pro forma and pro forma as adjusted	51,212	—	
Series C convertible preferred stock, $0.001 par value; 8,658,344 shares authorized; 8,658,008 issued and outstanding, actual; no shares issued and outstanding pro forma and pro forma as adjusted	13,114	—	
Common stock, $0.001 par value; 72,000,000 shares authorized; 6,943,077 issued and outstanding, actual; 52,157,656 issued and outstanding, pro forma; and issued and outstanding, pro forma as adjusted	7	52	
Additional paid-in capital	12,401	89,463	
Accumulated deficit	(101,753)	(101,753)	
Treasury stock	(3)	(3)	
Total shareholders' equity (deficit)	(89,348)	(12,241)	
Total capitalization	$ (12,241)	$ (12,241)	

The number of shares of our common stock to be outstanding after this offering is based on 6,943,077 shares of common stock outstanding as of December 31, 2014 and assumes:

- the issuance by us of shares of our common stock in this offering; and
- the conversion of all of our convertible preferred stock outstanding immediately prior to the closing of this offering into an aggregate of 45,214,579 shares of common stock,

and excludes:

- 1,939,478 shares of common stock issuable upon the exercise of outstanding stock options as of December 31, 2014, at a weighted-average exercise price of $0.10 per share;
- 129,788 shares of common stock issuable upon the exercise of warrants to purchase common stock as of December 31, 2014, at a weighted-average excercise price of $0.28 per share; and
- 1,487,204 shares of common stock reserved for future issuance under our 2014 Stock Incentive Plan as of December 31, 2014.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value per share of our common stock immediately after this offering. Tangible book value per share represents our total tangible assets, less total liabilities, divided by the number of shares of our common stock outstanding.

Our historical net tangible book deficit as of December 31, 2014 was $(89.3) million, or $(12.87) per share of outstanding common stock.

Our pro forma net tangible book deficit as of December 31, 2014 was $(12.2) million, or $(0.23) per share of outstanding common stock. Pro forma net tangible book deficit per share represents pro forma net tangible book value divided by the total number of shares outstanding as of December 31, 2014, after giving effect to the conversion of 45,214,579 outstanding shares of our convertible preferred stock, into an aggregate of 45,214,579 shares of common stock upon the closing of this offering.

Pro forma as adjusted net tangible book value is our pro forma net tangible book value, plus the effect of the sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Our pro forma as adjusted net tangible book value as of December 31, 2014 was $ million, or $ per share. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $ per share to our existing shareholders and an immediate dilution of $ per share to new investors participating in this offering. We determine dilution per share to new investors by subtracting pro forma as adjusted net tangible book value per share after this offering from the assumed initial public offering price per share paid by new investors. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share		$
Historical net tangible book value (deficit) per share as of December 31, 2014	$ (12.87)	
Pro forma increase in net tangible book value per share attributable to the conversion of all outstanding shares of our preferred stock into 45,214,579 shares of our common stock immediately prior to the closing of this offering		
Pro forma net tangible book value per share as of December 31, 2014		
Increase in pro forma net tangible book value per share attributable to investors participating in this offering		
Pro forma as adjusted net tangible book value per share after this offering		
Dilution per share to investors purchasing in this offering		$

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by $ per share and the dilution per share to new investors participating in this offering by $ per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, a one million share increase in the number of shares offered by us, as set forth on

the cover page of this prospectus, would increase the pro forma as adjusted net tangible book value per share after this offering by $ and decrease the dilution per share to new investors participating in this offering by $, assuming the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. A one million share decrease in the number of shares offered by us, as set forth on the cover page of this prospectus, would decrease the pro forma as adjusted net tangible book value per share after this offering by $ and increase the dilution per share to new investors participating in this offering by $, assuming the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus) remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their option in full to purchase an additional shares of our common stock in this offering, the pro forma as adjusted net tangible book value will increase to $ per share, representing an immediate increase to existing shareholders of $ per share and an immediate dilution of $ per share to new investors participating in this offering.

The following table summarizes, as of December 31, 2014, on a pro forma as adjusted basis described above, the differences between the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid by existing shareholders and by new investors participating in this offering. The calculation below is based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing shareholders before this offering		%	$	%	$
Investors purchasing in this offering					
Total		100.00%	$	100.00%	$

In addition, if the underwriters' option to purchase additional shares is exercised in full, the number of shares of common stock held by existing shareholders will be further reduced to % of the total number of common stock to be outstanding upon completion of this offering, and the number of shares of common stock held by investors participating in this offering will be further increased to shares, or % of the total number of shares of common stock to be outstanding upon the completion of this offering.

The number of shares of our common stock to be outstanding after this offering is based on 6,943,077 shares of common stock outstanding as of December 31, 2014 and assumes:

- the issuance by us of shares of our common stock in this offering; and
- the conversion of all of our convertible preferred stock outstanding immediately prior to the closing of this offering into an aggregate of 45,214,579 shares of common stock,

and excludes:

- 1,939,478 shares of common stock issuable upon the exercise of outstanding stock options as of December 31, 2014, at a weighted-average exercise price of $0.10 per share;

- 129,788 shares of common stock issuable upon the exercise of warrants to purchase common stock as of December 31, 2014, at a weighted-average exercise price of $0.28 per share; and

- 1,487,204 shares of common stock reserved for future issuance under our 2014 Stock Incentive Plan as of December 31, 2014.

Furthermore, we may choose to raise additional capital through the sale of equity or convertible debt securities due to market conditions or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans. To the extent that any of these options are exercised, new options are issued under our equity incentive plans or we issue additional shares of common stock or other equity or convertible debt securities in the future, there will be further dilution to investors participating in this offering.

SELECTED FINANCIAL DATA

The following selected financial data for the years ended December 31, 2013 and 2014 are derived from our audited financial statements, included elsewhere in this prospectus. Our historical results are not necessarily indicative of results to be expected for the year ending December 31, 2015 or any period in the future. The selected financial data presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes thereto, included elsewhere in this prospectus. The selected financial data in this section is not intended to replace our financial statements and the related notes thereto.

	Year Ended December 31,	
	2013	2014
	(in thousands, except share and per share amounts)	
Statement of Operations Data:		
Operating expenses:		
Research and development	$ 14,157	$ 14,959
General and administrative	1,885	2,706
Total operating expense	16,042	17,665
Loss from operations	(16,042)	(17,665)
Interest expense, net	76	252
Other expense, net	79	—
Net loss	$ (16,197)	$ (17,917)
Basic and diluted net loss per common share[(1)]:	$ (0.61)	$ (3.71)
Weighted-average shares used to compute earnings (loss) per common share[(1)]:	11,205,371	5,713,852
Pro forma net loss per share attributable to common shareholders — basic and diluted (unaudited)[(1)(2)]		$ (0.42)
Weighted-average number of common shares used in pro forma net loss per share attributable to common shareholders — basic and diluted (unaudited)[(1)(2)]:		50,804,556

(1) See Note 3 to our consolidated financial statements included elsewhere in this prospectus for an explanation of the method used to calculate earnings (loss) per common share attributable to common shareholders, including the method used to calculate the number of shares used in the computation of the per share amount.

(2) Gives effect to the conversion of all our outstanding convertible preferred stock into an aggregate of 45,214,579 shares of our common stock upon the closing of this offering.

	As of December 31, 2013	As of December 31, 2014
Balance Sheet Data:		
Cash and cash equivalents	$ 7,551	$ 1,634
Working capital[(1)]	5,643	(5,921)
Total assets	9,034	5,090
Other long-term liabilities	834	6,914
Convertible redeemable preferred stock	73,807	77,107
Total shareholders' equity (deficit)	(68,225)	(89,348)

(1) Working capital is calculated as current assets minus current liabilities.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the "Selected Financial Data" and our financial statements and related notes appearing elsewhere in this prospectus. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties, and assumptions. Our actual results could differ materially from those anticipated by these forward-looking statements as a result of many factors. We discuss factors that we believe could cause or contribute to these differences below and elsewhere in this prospectus, including those set forth under "Risk Factors" and "Special Note Regarding Forward-Looking Statements."

Overview

We are a specialty pharmaceutical company developing and planning to commercialize next-generation abuse-deterrent products that incorporate our patented DETERx platform technology for the treatment of chronic pain and other diseases. Our lead product candidate, XTAMPZA, is an abuse-deterrent, extended-release, oral formulation of oxycodone, a widely prescribed opioid medication. XTAMPZA has received Fast Track status from the FDA. Our NDA filing for XTAMPZA was accepted by the FDA on February 10, 2015. On February 25, 2015, the FDA set a PDUFA goal date of October 12, 2015, for completion of its review of the XTAMPZA NDA.

XTAMPZA has the same active ingredient as OxyContin OP, which is the largest selling abuse-deterrent, extended-release opioid in the United States by dollars, with $2.5 billion in U.S. sales in 2014. We conducted a comprehensive preclinical and clinical program for XTAMPZA consistent with FDA guidance on abuse-deterrence. These studies and clinical trials demonstrated that chewing, crushing and/or dissolving XTAMPZA, and then taking orally or smoking, snorting, or injecting it did not meaningfully change its drug release profile or safety characteristics. By contrast, clinical trials performed by us and others — including a head-to-head clinical trial comparing XTAMPZA with OxyContin OP — have shown that drug abusers can achieve rapid release and absorption of the active ingredient by manipulating OxyContin OP using common household tools and methods commonly available on the Internet.

In addition, our preclinical studies and clinical trials have shown that the contents of the XTAMPZA capsule can be removed from the capsule and sprinkled on food, directly into the mouth or administered through feeding tubes, without compromising their drug release profile, safety or abuse-deterrent characteristics. By contrast, OxyContin OP, which is formulated in hard tablets, has a black box warning label stating that crushing, dissolving, or chewing can cause rapid release and absorption of a potentially fatal dose of the active ingredient. We believe that XTAMPZA, if approved, can address the pain management needs of the approximately 11 million patients in the United States who suffer from chronic pain and have difficulty swallowing.

Since 2010, when we divested our former subsidiary, Onset Therapeutics, LLC, to PreCision Dermatology, Inc., we have devoted substantially all of our resources to the development of our patented DETERx platform technology, the preclinical and clinical advancement of our product candidates, and the creation and protection of related intellectual property. Since 2011, we have not generated any revenue from product sales as we currently have no approved products, and we continue to incur significant research, development and other expenses related to our ongoing operations. We have funded our operations primarily through the private placement of preferred stock, convertible notes and commercial bank debt.

Outlook

We have never been profitable and have incurred net losses in each year since inception. We incurred net losses of $16.2 million and $17.9 million in the years ended December 31, 2013 and 2014, respectively. Substantially all of our net losses resulted from costs incurred in connection with our research and development programs and from general and administrative costs associated with our operations. We expect to continue to incur net losses in the foreseeable future as we seek regulatory approval for, and, if approved, begin to commercialize XTAMPZA. Our net losses may fluctuate significantly from quarter to quarter and year to year. We expect our expenses will increase substantially in connection with our ongoing activities as we:

- conduct clinical trials of our product candidates;
- continue scale-up and improvement of our manufacturing processes;
- continue our research and development efforts;
- manufacture preclinical study and clinical trial materials;
- maintain, expand and protect our intellectual property portfolio;
- seek regulatory approvals for our product candidates that successfully complete clinical trials;
- hire additional clinical, quality control and technical personnel to conduct our clinical trials;
- hire additional scientific personnel to support our product development efforts;
- implement operational, financial and management systems; and
- hire additional general and administrative personnel to operate as a public company.

If we obtain regulatory approval for XTAMPZA, we expect to incur significant commercialization expenses related to marketing, product sales and reimbursement functions. Initially we plan to detail XTAMPZA to approximately 10,000 physicians who write more than 50% of the branded extended-release oral opioid prescriptions in the United States with a sales team of approximately 100 sales representatives. In addition, we plan to deploy a separate, focused sales team to detail XTAMPZA to nursing homes, hospices and other institutions treating large populations of elderly and patients who need chronic pain relief and have difficulty swallowing. Accordingly, we will seek to fund our operations through public or private equity or debt financings or other sources. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into such other arrangements when needed would have a negative impact on our financial condition and ability to develop our product candidates.

Financial Operations Overview

Revenue

Since 2011, we have not generated any revenue. In the future, we may generate revenue from product sales, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements, or a combination of these sources. To the extent any of our product candidates are successfully commercialized, we expect that any revenue we generate will fluctuate from quarter to quarter as a result of the amount and timing of payments that we receive upon the sale of our products, the timing and amount of license fees, milestone and other payments.

Research and Development Expenses

Research and development expenses consist of development costs associated with our DETERx platform technology and product candidates programs. These costs are expensed as incurred and include:

- compensation and employee-related costs, including stock-based compensation;
- costs associated with conducting our preclinical, clinical and regulatory activities, including fees paid to third-party professional consultants and service providers;
- costs incurred under clinical trial agreements;
- costs for laboratory supplies and laboratory equipment;

- § government grants are recognized as a reduction of the qualifying cost being reimbursed;
- § costs to acquire, develop and manufacture preclinical study and clinical trial materials; and
- § facilities, depreciation and other expenses including allocated expenses for rent and maintenance of facilities.

We cannot determine with certainty the timing of initiation, the duration or the completion costs of current or future preclinical studies and clinical trials of our product candidates. At this time, due to the inherently unpredictable nature of preclinical and clinical development, and given the early stage of our product candidates other than XTAMPZA, we are unable to estimate with any certainty the costs we will incur and the timelines we will require in the continued development of our product candidates. Clinical and preclinical development timelines, the probability of success and development costs can differ materially from expectations. In addition, we cannot forecast which product candidates may be subject to future collaborations, when such arrangements will be secured, if at all, and to what degree such arrangements would affect our development plans and capital requirements.

Our research and development has been focused primarily on developing our DETERx platform technology and XTAMPZA. Accordingly, historically we have not tracked research and development costs by project. In addition, we use our employee and infrastructure resources across multiple research and development projects. We expect to track specific project costs when additional drug candidates enter clinical trials in humans.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and employee-related costs, including stock-based compensation and travel expenses for our employees in executive, finance and administrative functions. Other general and administrative expenses include facility-related costs and professional fees for directors, accounting and legal services, and expenses associated with obtaining and maintaining patents.

We anticipate that our general and administrative expenses will increase in the future as we increase our administrative headcount to support our continued research and development and the potential commercialization of our product development programs. We also anticipate increased expenses related to audit, legal, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements, director and officer insurance premiums, and investor relations costs associated with being a public company.

Other Expense, Net

Other expense, net consists of interest income, interest expense on convertible bridge notes, a term loan facility and the change in fair value of our derivative liability.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses and the disclosure of contingent assets and liabilities in our financial statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to accrued expenses and stock-based compensation. We base our estimates on historical experience, known trends and events, and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in the notes to our financial statements appearing elsewhere in this prospectus, we believe the following accounting policies to be most critical to the significant judgments and estimates used in the preparation of our financial statements.

Accrued Expenses

As part of the process of preparing our financial statements, we are required to estimate our accrued expenses. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. The majority of our service providers invoice us monthly in arrears for services performed or when contractual milestones are met. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. We periodically confirm the accuracy of our estimates with the service providers and make adjustments if necessary. Examples of estimated accrued research and development expenses include fees payable to:

- clinical research organizations and investigative sites in connection with clinical trials;
- vendors in connection with preclinical development activities;
- vendors related to product manufacturing, development, and distribution of clinical materials; and
- professional service fees for consulting and related services.

We base our expense accruals related to clinical trials on our estimates of the services received and efforts expended pursuant to our contractual arrangements. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows and expense recognition. There may be instances in which payments made to our service providers will exceed the level of services provided and result in a prepayment of the clinical expense. Payments under some of these contracts depend on factors such as the successful enrollment of patients and the completion of clinical trial milestones. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If the actual timing of the performance of services or the level of effort varies from our estimate, we adjust the accrual or prepaid accordingly. Our understanding of the status and timing of services performed relative to the actual status and timing of services performed may vary and may result in our reporting changes in estimates in any particular period.

Although we do not expect our estimates to be materially different from amounts actually incurred, if our estimates of the status and timing of services performed differs from the actual status and timing of services performed, we may report amounts that are too high or too low in any particular period. To date, there have been no material differences from our estimates to the amount actually incurred.

Impairment of Long-Lived Assets

Long-lived assets consist primarily of property and equipment. We test long-lived assets for impairment at year end or whenever events or circumstances present an indication of impairment. If the sum of expected future cash flows (undiscounted and without interest charges) of the long-lived assets is less than the carrying amount of such assets, an impairment loss would be recognized in earnings. The long-lived asset would be written down to the estimated fair value, calculated based on the present value of expected future cash flows. While our current and historical operating losses and negative cash flows are indicators of impairment, we believe that future cash flows to be received support the carrying value of our long-lived assets and, accordingly, have not recognized any impairment losses on long-lived assets for the years ended December 31, 2013 and December 31, 2014.

Convertible Redeemable Preferred Stock

Convertible redeemable preferred stock that is redeemable outside of the Company's control is classified outside of permanent equity. We record such redeemable preferred stock at fair value upon issuance, net of any issuance costs or discounts, and the carrying value is being increased by periodic accretion to its redemption value as if the redeemable preferred stock is redeemable at that date. In the absence of retained earnings these accretion charges are recorded against additional paid-in capital, if any, and then to accumulated deficit.

Stock-Based Compensation

We account for grants of stock options and restricted stock to employees based on their grant date fair value and recognize compensation expense over the vesting periods. We estimate the fair value of stock options as of the date of grant using the Black-Scholes option pricing model, and we estimate the fair value of restricted stock based on the fair value of the underlying common stock as determined by our board of directors or the value of the services provided, whichever is more readily determinable. We account for stock options and restricted stock awards to non-employees using the fair value approach. Stock options and restricted stock awards to non-employees are subject to periodic revaluation over their vesting terms.

Stock-based compensation expense represents the cost of the grant date fair value of employee stock option grants recognized over the requisite service period of the awards (usually the vesting period) on a straight-line basis, net of estimated forfeitures. We estimate the fair value of stock option grants using the Black-Scholes option pricing model, which requires the input of highly subjective assumptions, including (i) the risk-free interest rate, (ii) the expected volatility of our stock, (iii) the expected term of the award and (iv) the expected dividend yield. The risk-free interest rates for periods within the expected life of the option are based on the yields of zero-coupon U.S. Treasury securities. Due to the lack of a public market for the trading of our common stock and a lack of Company-specific historical and implied volatility data, we have based our estimate of expected volatility on the historical volatility of a group of similar companies that are publicly traded. For these analyses, we have selected companies with comparable characteristics to ours, including enterprise value, risk profiles, position within the industry, and with historical share price information sufficient to meet the expected life of the stock-based awards. We compute the historical volatility data using the daily closing prices for the selected companies' shares during the equivalent period of the calculated expected term of our stock-based awards. We will continue to apply this process until a sufficient amount of historical information regarding the volatility of our own stock price becomes available. The expected term represents the period of time that options are expected to be outstanding. Because there was not enough historical exercise behavior through December 31, 2013 or through December 31, 2014, we determined the expected life assumption using the simplified method, which is an average of the contractual term of the option and the vesting period.

For employee stock option grants made during the year ended December 31, 2013 and 2014, the weighted-average assumptions used in the Black-Scholes option pricing model to determine the fair value of those grants were as follows:

	Years Ended December 31,	
	2013	2014
Risk-free interest	1.09% – 1.22%	1.80%
Expected volatility	87.8%	77.1%
Expected term (in years)	6.25	6.25
Expected dividend yield	0%	0%

We had no non-employee stock options grants for the years ended December 31, 2013 and December 31, 2014.

The following table summarizes by grant date the number of shares of common stock underlying stock options granted from January 1, 2013 through December 31, 2014, as well as the associated per share exercise price and the estimated fair value per share of our common stock on the grant date:

Grant Dates	Number of Common Shares Underlying Options Granted	Exercise Price per Common Share	Estimated Fair Value per Common Share
January 30, 2013	462,000	$ 0.07	$ 0.05
May 30, 2013	550,500	0.07	0.05
March 5, 2014	618,635	0.04	0.45

As of December 31, 2013 and December 31, 2014, the unrecognized compensation cost related to outstanding options was $40 and $215, respectively, and is expected to be recognized as expense over 1.1 years and 1.0 years, respectively.

Based on the assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus), the intrinsic value of stock options outstanding as of December 31, 2014 would be $, of which $ and $ would have been related to stock options that were vested and unvested, respectively, at that date.

Determination of the Fair Value of Common Stock on Grant Dates

We have historically granted stock options at exercise prices not less than the fair value of our common stock. Our board of directors determined the fair value of our common stock considering, in part, the work of a third-party. The board determined the estimated per share fair value of our common stock at various dates considering contemporaneous and retrospective valuations performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held Company Equity Securities Issued as Compensation*, or the Practice Aid. Following the consummation of this offering, the fair value of our common stock will be determined based on the quoted market price of our common stock. In conducting the valuations, the third-party considered all objective and subjective factors that it believed to be relevant for each valuation conducted in accordance with the Practice Aid, including our best estimate of our business condition, prospects and operating performance at each valuation date. Other significant factors included:

- the prices of our preferred stock sold to outside investors in arm's length transactions, and the rights, preferences and privileges of our preferred stock as compared to those of our common stock, including the liquidation preferences of our preferred stock;
- our results of operations, financial position and the status of research and development efforts;
- the composition of, and changes to, our management team and board of directors;
- the lack of liquidity of our common stock;
- our stage of development and business strategy and the material risks related to our business and industry;
- the valuation of publicly traded companies in the specialty pharmaceutical sector, as well as recently completed mergers and acquisitions of guideline companies;
- any external market conditions affecting the specialty pharmaceutical industry sector;

- the likelihood of achieving a liquidity event for the holders of our common stock and stock options, such as an initial public offering or a sale of the Company, given prevailing market conditions; and

- the state of the initial public offering market for similarly situated privately held specialty pharmaceutical companies.

The dates of our contemporaneous valuations have not always coincided with the dates of our stock option grants. In determining the exercise prices of the stock options on each grant date, our board of directors considered, among other things, the most recent contemporaneous valuation of our common stock and their assessment of additional objective and subjective factors that were relevant as of the grant dates. The additional factors considered when determining whether any changes in the fair value of our common stock had occurred between the most recent contemporaneous valuation and the grant dates included our stage of research and development, our operating and financial performance and current business conditions.

There are significant judgments and estimates inherent in the determination of the fair value of our common stock. These judgments and estimates include assumptions regarding our future operating performance, the time to completing an initial public offering or other liquidity event, the related valuations associated with such events, and the determinations of the appropriate valuation methods at each valuation date. If we had made different assumptions, our stock-based compensation expense, net loss and net loss per share applicable to common shareholders could have been materially different.

Common Stock Valuation Methodologies

The valuations we obtained were prepared in accordance with the guidelines in the Practice Aid, which prescribes several valuation approaches for setting the value of an enterprise, such as the cost, market and income approaches, and various methodologies for allocating the value of an enterprise to its common stock.

Methods Used to Allocate Our Enterprise Value to Classes of Securities

In accordance with the Practice Aid, we considered the various methods for allocating the enterprise value across our classes and series of capital stock to determine the fair value of our common stock at each valuation date. The methods considered consisted of the following:

- *Option pricing method, or OPM*. Under the OPM, shares are valued by creating a series of call options with exercise prices based on the liquidation preferences and conversion terms of each equity class. The values of the preferred and common stock are inferred by analyzing these options.

- *Backsolve method*. Under this approach, the value of the company is estimated by matching value allocated to latest round of preferred financing with its Original Issue Price, or OIP. In this approach, the inputs of the Black-Scholes Option Pricing, or BSOP, allocation methodology, such as risk-free rate, volatility and time to exit event, are assumed to hold true and the BSOP calculation is worked backwards to estimate the implied valuation of the company at which the latest preferred series' OIP is met.

- *Probability-weighted expected return method, or PWERM*. The PWERM is a scenario-based analysis that estimates the value per share based on the probability-weighted present value of expected future investment returns, considering each of the possible outcomes available to us, as well as the economic and control rights of each share class.

- *Hybrid method*. The hybrid method is a hybrid between the PWERM and the OPM. It is used to estimate the probability weighted across multiple scenarios, but using the OPM to estimate the allocation of value within one or more of those scenarios.

The foregoing valuation methodologies are not the only methodologies available and they will not be used to value our common stock once this offering is complete. We cannot make assurances as to any particular valuation for our common stock. Accordingly, investors are cautioned not to place undue reliance on the foregoing valuation methodologies as an indicator of future stock prices.

Warrants

In connection with execution of an amendment, or Amendment No. 1, to our Loan and Security Agreement in January 2014, or the Original Term Loan, we issued 14,430 warrants to purchase shares of common stock with an exercise price of $0.05 per share to Silicon Valley Bank, or SVB. These warrants expire on January 30, 2024. The warrant agreement provides for additional warrants to be issued and immediately exercisable upon additional borrowings by us, which in turn are contingent upon meeting certain performance measures for XTAMPZA. We met the performance measures, and in August 2014, the Original Term Loan, as amended by Amendment No. 1, was further amended and additional financing was extended. Based on the terms of the warrant agreement, we issued 86,580 additional warrants to purchase shares of common stock with an exercise price of $0.05 per share to SVB. The fair value of these warrants was *de minimis* as of December 31, 2014.

Net Operating Loss Carryforwards

Utilization of net operating loss, or NOL, and research and development credit carryforwards may be subject to a substantial annual limitation due to ownership change limitations that have occurred or that could occur in the future, as required by Section 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, as well as similar state and foreign provisions. These ownership changes may limit the amount of NOL and research and development credit carryforwards that can be utilized annually to offset future taxable income and tax, respectively. In general, an ownership change, as defined by Section 382 of the Code, results from a transaction or series of transactions over a three-year period resulting in an ownership change of more than 50 percentage points of the outstanding stock of a company by certain shareholders. We have not completed a current study to assess whether an ownership change has occurred or whether there have been multiple ownership changes since our formation.

At December 31, 2014, we had U.S. federal NOL carryforwards of $78.3 million which may be available to offset future taxable income. The U.S. federal NOL carryforwards begin to expire in 2022.

As of December 31, 2014 and 2013, we have provided a full valuation allowance for deferred tax assets.

Income Taxes

We record uncertain tax positions on the basis of a two-step process whereby (i) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the positions and (ii) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50% likely to be realized upon ultimate settlement with the related tax authority. We recognize interest and penalties related to unrecognized tax benefits within income tax expense. Any accrued interest and penalties are included within the related tax liability. There were no uncertain tax positions as of December 31, 2014 and 2013.

JOBS Act

We are an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the JOBS Act. As such, we are eligible to take advantage of exemptions from various disclosure and reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to:

- not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act;
- being permitted to present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations, in each case, instead of three years;
- being permitted to present the same number of years of selected financial data as the years of audited financial statements presented, instead of five years;
- reduced disclosure obligations regarding executive compensation, including no Compensation Disclosure and Analysis;

- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements; and

- exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

We may choose to take advantage of some or all of the available exemptions. We have taken advantage of some of the reduced reporting burdens in this prospectus. Accordingly, the scope of the information contained herein may be different than the scope of the information you receive from other public companies in which you hold stock. We do not know if some investors will find our shares less attractive as a result of our utilization of these or other exemptions. The result may be a less active trading market for our shares and our share price may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not "emerging growth companies."

We will remain an "emerging growth company" until the earliest of (i) the last day of the first fiscal year in which our annual gross revenues exceed $1 billion; (ii) the date that we become a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our shares that are held by non-affiliates exceeds $700 million as of the last business day of our most recently completed second fiscal quarter; (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the preceding three-year period; and (iv) the last day of our fiscal year containing the fifth anniversary of the date on which shares of our common stock become publicly traded in the United States.

Recently Issued Accounting Pronouncements

In July 2013, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update, or ASU, No. 2013-11, *Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exist.* ASU 2013-11 amends the presentation requirements of Accounting Standards Codification, or ASC, 740 and requires an unrecognized tax benefit to be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, similar tax loss, or a tax credit carryforward. To the extent the tax benefit is not available at the reporting date under the governing tax law or if the entity does not intend to use the deferred tax asset for such purpose, the unrecognized tax benefit should be presented as a liability and not combined with deferred tax assets. The ASU is effective for annual periods, and interim periods within those years, beginning after December 15, 2013, which is our fiscal year 2014. The amendments are to be applied to all unrecognized tax benefits that exist as of the effective date and may be applied retrospectively to each prior reporting period presented. The adoption of ASU 2013-11 did not have a material impact on our financial position or results of operations.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. This ASU is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This ASU is effective for annual reporting periods beginning after December 15, 2016 and early adoption is not permitted. Accordingly, we will adopt this ASU on January 1, 2017. Management does not believe the adoption of this ASU will have a material impact on our financial condition, results of operations or cash flows.

In June 2014, the FASB issued ASU 2014-12, *Compensation — Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period*. ASU 2014-12 applies to all reporting entities that grant their employees share-based payments in which the terms of the award provide that a performance target that affects vesting could be achieved after the requisite service period. That is the case when an employee is eligible to retire or otherwise terminate employment before the end of the period in which a performance target (for example, an initial public offering or a profitability target) could be achieved and still be eligible to vest in the award if and when the performance target is achieved. The standard is required to be adopted by public business entities in annual periods beginning on or after December 15, 2015 and interim periods within those annual periods. We plan to implement this standard in the first quarter of fiscal year 2016 and management is currently evaluating the potential impact of this new guidance on our financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern.* ASU 2014-15 requires management to evaluate, at each annual or interim reporting period, whether there are conditions or events that exist that raise substantial doubt about an entity's ability to continue as a going concern within one year after the date the financial statements are issued and provide related disclosures. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and earlier application is permitted. The adoption of ASU 2014-15 is not expected to have a material effect on our financial statements or disclosures.

In November 2014, the FASB issued ASU No. 2014-16, *Derivatives and Hedging (Topic 815) — Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share is More Akin to Debt or to Equity*. ASU 2014-16 was issued to clarify how current U.S. generally accepted accounting principles should be interpreted in evaluating the economic characteristics and risk of a host contract in a hybrid financial instrument that is issued in the form of a share. In addition, ASU 2014-16 was issued to clarify that in evaluating the nature of a host contract, an entity should assess the substance of the relevant terms and features (that is, the relative strength of the debt-like or equity-like terms and features given the facts and circumstances) when considering how to weight those terms and features. The effects of initially adopting ASU 2014-16 should be applied on a modified retrospective basis to existing hybrid financial instruments issued in a form of a share as of the beginning of the fiscal year for which the amendments are effective. Retrospective application is permitted to all relevant prior periods. ASU 2014-16 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption in an interim period is permitted. We are currently evaluating the impact of the adoption of ASU 2014-16 on our financial statements.

Results of Operations

Comparison of the Years Ended December 31, 2013 and 2014

The following table summarizes the results of our operations for the years ended December 31, 2013 and 2014:

	Years Ended December 31,		
	2013	2014	Change
	(in thousands)		
Research and development expenses	$ 14,157	$ 14,959	$ 802
General and administrative expenses	1,885	2,706	821
Other expense, net	155	252	97
Net loss	$ (16,197)	$ (17,917)	$ 1,720

Research and Development Expenses. Research and development expenses were $14.2 million for the year ended December 31, 2013, compared to $15.0 million for the year ended December 31, 2014. The $802,000 increase was primarily related to:

- an increase in consultant costs of $818,000 due to regulatory consulting, including costs associated with filing the NDA;
- an increase of $797,000 in manufacturing costs, mainly due to costs incurred for pre-validation batches; and
- an increase of $240,000 in personnel costs, primarily due to increased headcount.

These increases were partially offset by a decrease in clinical trial expenses and other development costs of $1.0 million.

General and Administrative Expenses. General and administrative expenses were $1.9 million for the year ended December 31, 2013, compared to $2.7 million for the year ended December 31, 2014. The $821,000 increase was primarily related to:

- An increase in professional fees including legal and audit fees of $832,000, mainly due to prior year audits, accounting services and recruiting fees.

This increase was partially offset by a decrease in market research costs of $129,000.

Other Expense, Net. Other expense, net was $155,000 for the year ended December 31, 2013, compared to $252,000 for the year ended December 31, 2014. The increase in interest expense of $176,000 in 2014 was due to larger outstanding balances under our debt agreements, which was partially offset by the decrease to the periodic fair value adjustment of warrant liability of $79,000.

Liquidity and Capital Resources

We have incurred net losses and negative cash flows from operations since inception. For the years ended December 31, 2013 and December 31, 2014, we incurred net losses of $16.2 million and $17.9 million, respectively.

Since our inception, we have funded our operations primarily through the private placement of preferred stock, convertible notes and commercial bank debt. As of December 31, 2014, we had cash and cash equivalents of $1.6 million.

Although it is difficult to predict future liquidity requirements, we believe that the net proceeds from this offering, together with our existing cash resources, will be sufficient to fund our operations through , including the commercialization of XTAMPZA, if approved, and the continuation of our development of our other product candidates. We have based this estimate on assumptions that may prove to be incorrect and we could use our available capital resources sooner than we currently expect. Our recurring losses from operations and negative cash flows raise substantial doubt about our ability to continue as a going concern. We may never become profitable, or if we do, we may not be able to sustain profitability on a recurring basis.

During 2013, we issued 8,658,008 shares of Series C Preferred Stock in exchange for net proceeds of $12.0 million. In January 2014, our Original Term Loan was amended, pursuant to Amendment No 1, to provide for borrowings of up to $6.0 million. In February 2014, we borrowed $2.0 million. A portion of the proceeds from the initial borrowing were used to pay down the balance outstanding under the Original Term Loan resulting in us receiving $1.1 million. In August 2014, the Original Term Loan, as amended by Amendment No. 1, was further amended to provide for borrowing of up to $8.0 million. In August 2014 and September 2014, we drew down $3.0 million and $3.0 million, respectively under the Original Term Loan, as amended.

The following table sets forth a summary of the net cash flow activity for each of the periods indicated:

	Years Ended December 31,	
	2013	2014
	(in thousands)	
Net cash used in operating activities	$ (16,530)	$ (17,947)
Net cash used in investing activities	(206)	(8)
Net cash provided by financing activities	12,351	12,038
Net decrease in cash and cash equivalents	$ (4,385)	$ (5,917)

Operating Activities

Cash used in operating activities increased by $1.4 million, from $16.5 million for the year ended December 31, 2013 to $17.9 million for the year ended December 31, 2014. The increase in cash used in operating activities was driven primarily by an increase in net loss.

Investing Activities

Cash used in investing activities decreased $198,000 from $206,000 for the year ended December 31, 2013 to $8,000 for the year ended December 31, 2014. The difference was related to decreased purchases of property and equipment.

Financing Activities

Cash provided by financing activities decreased $313,000 from $12.4 million for the year ended December 31, 2013 to $12.0 million for the year ended December 31, 2014. During 2013, we issued 8,658,008 shares of Series C Preferred Stock for net proceeds of $12.0 million. In January 2014, the Original Term Loan was amended, pursuant to Amendment No. 1, to provide for borrowings of up to $6.0 million. In February 2014, we borrowed $2.0 million. A portion of the proceeds from the initial borrowing were used to pay down the original loan balance resulting in us receiving $1.1 million. In August

2014, the Original Term Loan, as amended by Amendment No. 1, was further amended to provide for borrowing of up to $8.0 million. In August 2014 and September 2014 we drew down $3.0 million and $3.0 million, respectively under the Original Term Loan, as amended.

Operating Capital Requirements

Since 2011, we have not generated any product revenue. We do not know when, or if, we will generate any revenue as we seek regulatory approval for, and potentially begins to commercialize, XTAMPZA. We anticipate that we will continue to incur losses for the next several years, and we expect the losses to increase as we continue the development of, and seek regulatory approvals for, XTAMPZA and our other product candidates, and begin to commercialize any approved products. We are subject to all of the risks common to the development of new pharmaceutical products, and we may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. Upon the completion of this offering, we will incur additional costs associated with operating as a public company. We anticipate that we will need substantial additional funding in connection with our continuing operations.

Until we can generate a sufficient amount of revenue from our pharmaceutical products, if ever, we expect to finance future cash needs through public or private equity or debt offerings. Additional capital may not be available on reasonable terms, if at all. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates. If we raise additional funds through the issuance of additional debt or equity securities, it could result in dilution to our existing shareholders, increased fixed payment obligations and the existence of securities with rights that may be senior to those of our common stock. If we incur indebtedness, we could become subject to covenants that would restrict our operations and potentially impair our competitiveness, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. Any of these events could significantly harm our business, financial condition and prospects.

Our forecast of the period of time through which our financial resources will be adequate to support our operations is a forward-looking statement and involves risks and uncertainties, and actual results could vary as a result of a number of factors. We have based this estimate on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we currently expect. The amount and timing of future funding requirements, both near- and long-term, will depend on many factors, including:

- the design, initiation, progress, size, timing, costs and results of preclinical studies and clinical trials for our product candidates;
- the outcome, timing and cost of regulatory approvals by the FDA and comparable foreign regulatory authorities, including the potential for the FDA or comparable foreign regulatory authorities to require that we perform more studies than, or evaluate clinical endpoints other than those that we currently expect;
- the timing and costs associated with manufacturing XTAMPZA and our other product candidates for clinical trials, preclinical studies and, if approved, for commercial sale;
- the number and characteristics of product candidates that we pursue;
- the cost of patent infringement litigation relating to XTAMPZA or our other product candidates, which may be expensive to defend and delay the commercialization of XTAMPZA or our other product candidates;
- our need to expand our research and development activities, including our need and ability to hire additional employees;
- our need to implement additional infrastructure and internal systems and hire additional employees to operate as a public company;

§ the effect of competing technological and market developments; and

§ the cost of establishing sales, marketing and distribution capabilities for any products for which we may receive regulatory approval.

If we cannot expand our operations or otherwise capitalize on our business opportunities because we lack sufficient capital, our business, financial condition and results of operations could be materially adversely affected.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations and commitments as of December 31, 2014 that will affect our future liquidity:

	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
			(in thousands)		
Operating lease obligations[1]	$ 333	$ 106	$ 227	$ —	$ —
Long-Term Debt[2]	13,000	6,194	6,806	—	—
Total	$ 13,333	$ 6,300	$ 7,033	$ —	$ —

(1) Operating lease obligations represent future minimum lease payments under our non-cancelable operating lease in effect as of December 31, 2014, reflecting remaining lease payments for our current facility in Canton, Massachusetts.

(2) Long-term debt obligations represent future principal payments under our Original Term Loan, as amended, and our convertible notes as of December 31, 2014.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

Quantitative and Qualitative Disclosures about Market Risks

We are exposed to market risk related to changes in interest rates. As of December 31, 2014, we had cash and cash equivalents consisting of money market funds of $1.6 million. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our money market accounts are short-term highly liquid investments. Due to the short-term duration and the low risk profile of our investments, an immediate 10% change in interest rates would not have a material effect on the fair market value of our portfolio.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

On or about September 24, 2014, we dismissed Walter & Shuffain, P.C., or W&S, as our independent public accounting firm. The dismissal of W&S was approved by our board of directors. The audit report of W&S on our financial statements as of and for the fiscal year ended December 31, 2012 did not contain any adverse opinion or disclaimer of opinion, nor was it qualified or modified as to uncertainty, audit scope or accounting principles, except for modifications for uncertainties related to going concern.

In connection with the audit of our financial statements for the fiscal year ended December 31, 2012, and for the subsequent interim period through the date of the dismissal of W&S, (i) there were no disagreements with W&S on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements, if not resolved to W&S' satisfaction, would have caused W&S to

make reference to the subject matter of the disagreement in connection with its report, and (ii) there were no "reportable events," as that term is described in Item 304(a)(1)(v) of Regulation S-K.

On September 24, 2014, we engaged Grant Thornton LLP, or Grant Thornton, to serve as our independent registered public accounting firm, to audit the fiscal year ended December 31, 2013. The engagement of Grant Thornton has been approved by our board of directors. During the two most recent fiscal years, neither we, nor anyone acting on our behalf, consulted with Grant Thornton regarding either: (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our financial statements, and no written report nor oral advice was provided by Grant Thornton, or (ii) any matter that was either the subject of a disagreement, as that term is defined in Item 304(a)(1)(iv) of Regulation S-K, or a reportable event, as that term is defined in Item 304(a)(1)(v) of Regulation S-K.

We requested that W&S furnish us with a letter addressed to the SEC stating whether it agrees with the above statements. A copy of the letter dated February 25, 2015, is filed as an exhibit to the registration statement of which this prospectus forms a part.

BUSINESS

Overview

We are a specialty pharmaceutical company developing and planning to commercialize next-generation abuse-deterrent products that incorporate our patented DETERx® platform technology for the treatment of chronic pain and other diseases. Our lead product candidate, XTAMPZA ER™, or XTAMPZA, is an abuse-deterrent, extended-release, oral formulation of oxycodone, a widely prescribed opioid medication. XTAMPZA has received Fast Track status from the U.S. Food and Drug Administration, or FDA. Our new drug application, or NDA, filing for XTAMPZA was accepted by the FDA on February 10, 2015. On February 25, 2015, the FDA set a Prescription Drug User Fee Act, or PDUFA, goal date of October 12, 2015, for completion of its review of the XTAMPZA NDA.

XTAMPZA has the same active ingredient as OxyContin® OP, which is the largest selling abuse-deterrent, extended-release opioid in the United States by dollars, with $2.5 billion in U.S. sales in 2014. We conducted a comprehensive preclinical and clinical program for XTAMPZA consistent with FDA guidance on abuse-deterrence. These studies and clinical trials demonstrated that chewing, crushing and/or dissolving XTAMPZA, and then taking orally or smoking, snorting or injecting it did not meaningfully change its drug release profile or safety characteristics. By contrast, clinical trials performed by us and others — including a head-to-head clinical trial comparing XTAMPZA with OxyContin OP — have shown that drug abusers can achieve rapid release and absorption of the active ingredient by manipulating OxyContin OP using common household tools and methods commonly available on the Internet.

In addition, our preclinical studies and clinical trials have shown that the contents of the XTAMPZA capsule can be removed from the capsule and sprinkled on food, directly into the mouth or administered through feeding tubes, without compromising their drug release profile, safety or abuse-deterrent characteristics. By contrast, OxyContin OP, which is formulated in hard tablets, has a black box warning label stating that crushing, dissolving or chewing can cause rapid release and absorption of a potentially fatal dose of the active ingredient. We believe that XTAMPZA, if approved, can address the pain management needs of the approximately 11 million patients in the United States who suffer from chronic pain and have difficulty swallowing.

Background on Chronic Pain and Opioid Abuse

Patients Suffering from Chronic Pain

Chronic pain, typically defined as pain that lasts beyond the healing of an injury or that persists longer than three months, is a worldwide problem with serious health and economic consequences. According to the National Institutes of Health, or NIH, chronic pain represents a public health crisis of epidemic proportions affecting approximately 100 million people in the United States and 20-30% of the population worldwide — more than heart disease, cancer and diabetes combined. Common types of chronic pain include lower back pain, arthritis, headache, and face and jaw pain. The prevalence of chronic pain is expected to rise in the future, as the incidence of associated illnesses such as diabetes, arthritis and cancer increases in the aging population.

Chronic pain leads to over $560 billion in healthcare and productivity costs each year according to the Institute of Medicine. Prescription opioids remain the primary treatment for chronic pain. Chronic pain patients often start treatment with immediate release opioids, but change to extended-release opioids to achieve more convenient dosing with more consistent blood levels of the active drug. Extended-release opioids incorporate a large amount of opioid with a time-release mechanism designed to deliver steady amounts of opioid, typically over 12 to 24 hours.

Annual sales from extended-release and long-acting opioids represent approximately $6.0 billion (29 million prescriptions) of the approximately $14 billion U.S. opioid market in 2014. OxyContin OP generated U.S. sales of $2.5 billion in 2014, which represents approximately a 20% U.S. market share of all extended-release and long-acting opioid prescriptions.

Prescription Opioid Abuse is an Epidemic in the United States

Abusers tamper with extended-release opioid drugs to achieve the euphoria that results from rapid increases in the blood concentration of the active ingredient, a potentially fatal activity known as dose dumping. The U.S. Centers for Disease Control and Prevention, or CDC, described abuse of prescription drugs in the United States as a growing and deadly epidemic. Deaths in the United States from prescription opioid overdose have grown from approximately 4,000 in 1999 to approximately 16,000 in 2012.

According to a 2012 study conducted by the CDC, annually there are 144,000 treatment admissions for abuse or misuse of opioids, 560,000 emergency room visits for misuse or abuse of opioids, over 2.5 million individuals who abuse or are dependent on opioids and over 7.3 million non-medical users who use opioids without prescriptions or for non-therapeutic effects. The American Journal of Managed Care estimated in a 2013 report that opioid abuse costs public and private healthcare payors over $72 billion annually in direct healthcare costs, including costs of emergency room visits, rehabilitation and associated health problems.

The FDA has estimated that nearly 35 million Americans have used prescription pain relievers, including opioid-containing drugs, for non-prescription purposes at least once in their lifetime. A 2011 research report from the Substance Abuse and Mental Health Services Administration estimated that between 1999 and 2009 there was a 430% increase in substance-abuse treatment facility admissions resulting from the use of prescription pain relievers. According to a 2011 study by the University of Michigan, one in 12 high school seniors reported non-medical use of Vicodin, a combination of acetaminophen and hydrocodone, and one in 20 high school seniors reported non-medical use of OxyContin.

Drug abusers find currently approved extended-release opioids desirable because of the large amount of drug payload, which they attempt to release quickly into the bloodstream to create euphoria. It is difficult for drug abusers to achieve this rapid release and absorption into the bloodstream by taking multiple intact extended-release opioid tablets or capsules because doing so often causes sleepiness and/or respiratory distress before euphoria is achieved. Instead, abusers attempt to defeat the extended-release properties in order to achieve rapid release of the active ingredient.

Despite the introduction of OxyContin OP in 2010 as the first FDA-approved, abuse-deterrent extended-release opioid formulation, abuse of extended-release opioids, including OxyContin OP, continues to be a major public health issue. OxyContin OP, even with its abuse-deterrent formulation, remains vulnerable to abuse using common household objects, like pill crushers. Third party studies found that abusers of OxyContin OP use various routes of abuse — including snorting, injection and oral abuse — despite its abuse-deterrent features.

OxyContin OP Tablet + $6.39 Pill Crusher = Abuseable Fine Powder in 16 Seconds

Legislative and Regulatory Actions

In response to widespread prescription opioid abuse, the U.S. government and a number of state legislatures have introduced, and in some cases have enacted, legislation and regulations intended to encourage the development of abuse-deterrent forms of pain medications. The FDA has stated that addressing prescription drug abuse is a priority, and the development of abuse-deterrent opioids is a key part of that strategy.

In 2010, Purdue received approval for a new formulation of OxyContin, named OxyContin OP, designed to make it more difficult to abuse. In April 2013, the FDA approved new labeling for OxyContin OP, which, for the first time included abuse-deterrent label claims consistent with the FDA's January 2013 draft abuse-deterrent label guidance. At the same time, the FDA withdrew the approval of the original, non-abuse-deterrent OxyContin formulation, thus preventing the commercialization of generic versions of the original OxyContin that did not have abuse-deterrent properties. This decision by the FDA is consistent with its public statement that the development of abuse-deterrent opioid analgesics is a public health priority.

Recent actions to address the opioid abuse epidemic include:

- *STOPP Act:* In July 2012, a bipartisan group of Congressional leaders introduced the STOPP (Stop the Tampering of Prescription Pills) Act. Reintroduced in February 2013, this bill, if approved, would require that non-abuse-deterrent opioids be removed from the market if an abuse-deterrent formulation of that opioid has already been approved for marketing by the FDA. Since being reintroduced in 2013, this bill was referred to the U.S. House of Representatives' Subcommittee on Health and there has been no further action taken.

- *FDA draft guidance:* In January 2013, the FDA introduced draft guidance regarding studies and clinical trials that should be conducted to demonstrate that a given formulation has abuse-deterrent properties, how those studies and clinical trials will be evaluated, and what labeling claims may be approved based on the results of those studies and clinical trials. The guidance describes four categories of abuse-deterrence studies and clinical trials: Categories 1, 2 and 3 consist of pre-marketing studies and clinical trials designed to evaluate a product candidate's potentially abuse-deterrent properties under controlled conditions, while Category 4 post-marketing clinical trials and studies assess the real-world impact of a potentially abuse-deterrent formulation. The guidance also describes four tiers of label claims that may be merited based on the results of the corresponding studies and clinical trials:

- Tier 1 — the product is formulated with physical or chemical barriers to abuse.

- Tier 2 — the product is expected to reduce or block effects of the opioid when the product is manipulated.

- Tier 3 — the product is expected to result in a meaningful reduction in abuse.

- Tier 4 — the product has demonstrated reduced abuse in the community.

- *48 state and territorial attorneys general support development of abuse-deterrent opioids:* In March 2013, the National Association of Attorneys General urged the FDA to adopt standards requiring manufacturers and marketers of prescription opioids to develop abuse-deterrent versions of those products. Their letter, signed by 48 state and territorial attorneys general, commended the FDA for expeditiously proposing guidance that establishes clear standards for manufacturers who develop and market abuse-resistant opioid products, while considering incentives for undertaking the research and development necessary to bring such products to market. It also encouraged the FDA to ensure that generic versions of such products are designed with similar abuse-resistant features.

- *FDA mandated label changes:* On September 10, 2013, the FDA announced its intention to require label changes to all approved extended-release and long-acting opioids. In particular, the FDA announced its intention to update the indications for these opioids so that they will be indicated only for the management of pain severe enough to require daily, around-the-clock, long-term opioid

treatment and for which alternative treatment options are inadequate. On April 16, 2014, the FDA updated these indications. The FDA also requires post-marketing studies and clinical trials for any such opioids.

- *29 state and territorial attorneys general speak out against the approval of non-abuse-deterrent narcotic:* In December 2013, the attorneys general of 29 states and territories urged the FDA to reconsider its approval of Zohydro™ ER, an extended-release hydrocodone formulation with no abuse-deterrent properties, or alternatively to set a rigorous timeline for reformulation of Zohydro ER in an abuse-deterrent form, with significant limitations on prescriptions of Zohydro ER in the interim. In early 2014, members of Congress from three states introduced a bill to revoke FDA approval of Zohydro ER and prevent the FDA from approving any new opioids that do not have abuse-deterrent features and the governor of Massachusetts signed an executive order (since overturned by a court) that attempted to ban the dispensing of Zohydro ER in Massachusetts.

- *Massachusetts approved law to mandate that insurers cover abuse-deterrent opioids:* In August 2014, the governor of Massachusetts signed a law establishing a drug formulary commission charged with identifying drugs with a heightened public health risk due to their potential for abuse and formulations of abuse-deterrent drugs that may be substituted for these drugs that have a heightened public health risk. When a prescriber writes a prescription for an opioid identified as having a heightened public health risk, the pharmacist must dispense an interchangeable abuse-deterrent product from the formulary, if one exists, except when the prescriber indicates "no substitution." The Massachusetts law also requires insurers to cover abuse-deterrent opioid drugs on a basis not less favorable than corresponding non-abuse-deterrent drugs. Oregon, which has the highest incidence of non-medical use of opioids in the United States, is exploring legislation similar to the Massachusetts law.

- *FDA held public meeting to discuss abuse-deterrent opioid formulations:* In October 2014, the FDA held a public meeting with key stakeholders to solicit input regarding three primary topics: how to make abuse-deterrent opioid formulations the standard of care, how to best incentivize the pharmaceutical industry to develop next-generation opioid products, and how to ensure that patients have access to affordable abuse-deterrent opioids by implementing guidance for the release of generic abuse-deterrent opioids.

- *Industry group letter to the FDA:* In January 2015, two major trade associations of the drug industry, Biotechnology Industry Organization, or BIO, and Pharmaceutical Research and Manufacturers of America, or PhRMA, sent a letter to the FDA urging the agency to take two actions: decline to approve generic formulations of opioid medications that lack abuse-deterrent properties comparable to those of already-approved branded formulations, and remove from the market any generic, non-abuse-deterrent formulations of opioid medications with abuse-deterrent formulations.

Types of Abuse-Deterrent Technologies

In response to the opioid abuse epidemic, the pharmaceutical industry has created a number of abuse-deterrent products and product candidates, using a variety of technologies. These strategies generally fall under the following categories:

- *Physical/Chemical Barriers:* Physical barriers are formulations designed to prevent chewing, crushing, cutting, grating or grinding for oral or nasal abuse. Physical and chemical barriers can make it difficult to extract the opioid from the formulation for IV abuse using common solvents such as water. For example, OxyContin OP uses a cured, thermoformed polymer to make the tablets harder to crush for oral or nasal abuse. When crushed, the product gels in the presence of small injectable volumes of liquid, making it more difficult to draw into a syringe.

- *Agonist/Antagonist Combinations:* An opioid antagonist can be co-formulated with an active opioid ingredient, or agonist, to interfere with or reduce the euphoria associated with abuse.

- The antagonist can be physically sequestered in the tablet (e.g., Pfizer's Embeda®). When taken orally as directed, the majority of the encapsulated antagonist is eliminated in the gastrointestinal, or GI, tract and not absorbed into the bloodstream, allowing the active ingredient to work. However, when crushed or dissolved by an abuser or patient, the antagonist is released with the active ingredient and both are absorbed into the bloodstream, with the intent of blunting the euphoric effects of the active ingredient. A problem with this approach is that if the tablet is crushed or dissolved, the antagonist can cause the patient or abuser to experience opioid withdrawal, with potentially serious consequences.

- Alternatively, the antagonist can be co-formulated in a fixed ratio with the active ingredient (e.g., Purdue's Targiniq™). When taken orally as directed, most of the antagonist is circulated directly to the liver and rendered ineffective, allowing the active ingredient to work. However, when snorted or injected, the antagonist is distributed in the bloodstream before it gets to the liver, with the intent of preventing euphoria. A disadvantage with this approach is that it limits the amount of active ingredient a patient can take, which may make it inadequate to control chronic pain. Further, the presence of the antagonist in the co-formulated drug may precipitate withdrawal, with potentially serious consequences.

Market research studies performed for us have shown that some physicians prefer not to use an abuse-deterrent formulation with an opioid antagonist because such formulations may be less useful in addressing chronic pain and because their antagonist components may precipitate withdrawal.

- *Prodrug approaches:* A prodrug is a drug administered in an inactive, or less active, form designed to enable more effective delivery. The prodrug is then converted by the body into the active ingredient through a normal, metabolic process. In a prodrug opioid, the active ingredient is designed to be released if the drug is taken orally, but if an abuser or patient takes a large amount of the drug, the prodrug is not broken down or absorbed rapidly enough to create euphoria. If injected or snorted, the prodrug is not broken down and the active ingredient is not released. To date, the only extended-release product candidate using the prodrug approach in late-stage clinical development did not achieve its primary endpoint of demonstrating adequate pain relief compared to a placebo, in a Phase 2 clinical trial. No opioids using a prodrug approach are currently marketed.

We believe XTAMPZA represents the best-in-class approach to creating an abuse-deterrent extended-release opioid formulation. XTAMPZA does not incorporate an opioid antagonist, is not a prodrug, and, based on the studies and clinical trials we conducted, is resistant to abuse through physical or chemical manipulation.

Chronic Pain with Dysphagia

It is estimated that more than 10% of patients with chronic pain, or approximately 11 million patients, have dysphagia, or difficulty in swallowing, because they have cancer, are elderly, have other medical problems or have difficulty swallowing without a known medical cause. The FDA recognized the unmet medical needs of this growing population in issuing draft guidance in December 2013, in which the FDA cited survey data that suggest that as many as 40% of Americans may have difficulties swallowing tablets and capsules and noted that these difficulties can precipitate a number of adverse events and noncompliance with treatment regimens.

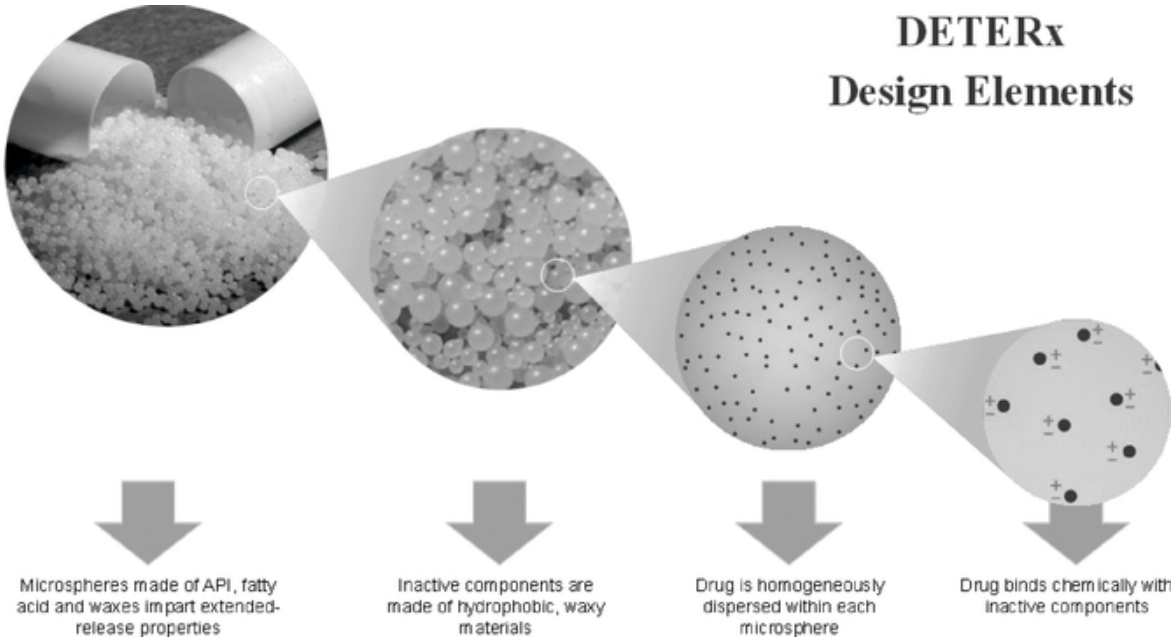
Currently, all FDA-approved, orally administered extended-release opioids have a black box warning label stating that "crushing, dissolving or chewing can cause rapid release and absorption of a potentially fatal dose of the active drug," making them unsuitable or unattractive for patients who suffer from chronic pain with dysphagia, or CPD. OxyContin OP's label states that "there have been post-marketing reports of difficulty in swallowing OxyContin tablets. These reports included choking, gagging, regurgitation and tablets stuck in the throat . . . Consider use of an alternative analgesic in patients who have difficulty swallowing." An external marketing study performed for us in 2013 estimated that XTAMPZA, if approved, has a peak revenue potential for U.S. patients with CPD in excess of $700 million annually.

Our Solution: The DETERx Platform Technology

Overview

DETERx is a novel, proprietary, patented platform technology that is designed to maintain the extended-release and safety profiles of highly abused drugs in the face of various methods of abuse and tampering, including chewing, crushing and/or dissolving, and then taking orally or snorting or injecting them. The DETERx formulation consists of wax-based microspheres that are filled into a capsule. The microspheres are spherical micron-sized beads that are prepared by combining the active ingredient (oxycodone, in the case of our lead product candidate, XTAMPZA) with inactive ingredients. Each microsphere, whether inside or outside the capsule, is designed to be abuse-deterrent and extended-release. The active ingredient is solubilized and homogenously dispersed in each microsphere.

XTAMPZA microspheres have a median particle size of approximately 300 microns and are comprised of the active ingredient (oxycodone), a fatty acid, and wax and surfactant excipients which are all generally recognized as safe, or GRAS, by the FDA. The microspheres are formulated through a proprietary melt process in which the active ingredient, as a free base, is combined with fatty acid and wax and surfactant excipients to form a molten solution in which the base is solubilized via an ionic interaction with the fatty acid. The resulting homogenous liquid is spray congealed into small droplets using a proprietary spinning disk manufacturing process. The droplets rapidly congeal into solid wax-based microspheres, which are then filled into capsules. Differing product strengths are achieved by varying the weight of the microspheres loaded into a capsule. When administered orally as directed, the XTAMPZA formulation is designed to be administered every 12 hours and releases oxycodone over an extended period of time in the GI tract by diffusion from the microspheres into gastrointestinal fluids.



Because of our proprietary technology, each individual microsphere has extended-release and abuse-deterrent properties. The microspheres are designed to be administered in capsule form, sprinkled on food or directly in the mouth, or administered into the stomach via a gastric or nasogastric tube without compromising their abuse-deterrent, extended-release profile. These features may make XTAMPZA uniquely suited to address the needs of patients suffering from CPD.

Abuse-Deterrent Features

Abusers often seek to accelerate the absorption of opioids into the bloodstream by crushing them in order to swallow, snort or smoke the drug, or dissolving them in order to inject the drug. The wax-based microspheres produced using the DETERx platform technology have physical and chemical barriers that are intended to reduce the potential for these forms of abuse. We believe that microspheres made using our proprietary technology deter the most common methods of manipulating opioids for abuse because of their features described in the table below.

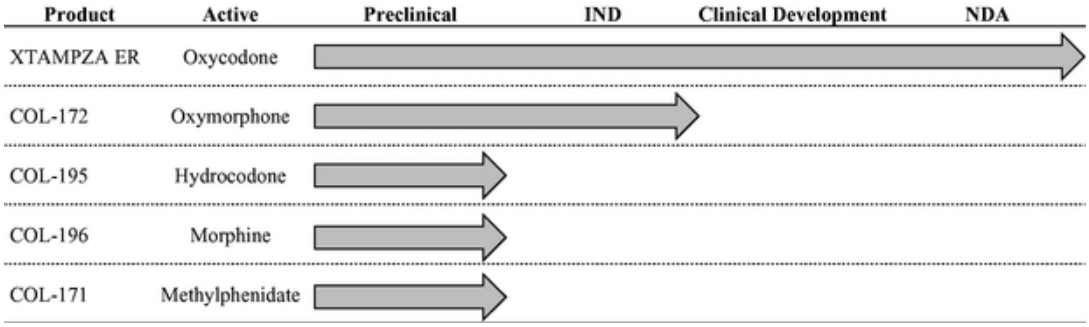
Abuse-Deterrent Features of DETERx Platform Technology

Method of Abuse	Abuse-Deterrent Feature:	Advantages
Oral	*Particle Size, Matrix Composition and Fusing Effect*	The microspheres are small and soft, so chewing or crushing them to further reduce the particle size does not meaningfully reduce the particle size or increase the surface area. The hydrophobic excipient matrix of each microsphere is composed of soft, fatty, and wax-based inactive ingredients that tend to agglomerate and fuse when crushed.
Injection	*Less Soluble Salt Form*	We created a novel salt form of the active ingredient, which is less soluble in aqueous solutions (such as water) but readily dissolved in fatty excipients, such as those used in our DETERx formulation.
	Matrix Composition	The hydrophobic excipient matrix is designed to trap the active ingredient, making it difficult for abusers to extract the opioid.
	High Melting Point	Melting the waxy composition of the microspheres results in quick solidification when heat is removed, clogging a syringe.
Snorting	*Matrix Composition*	The hydrophobic excipient matrix is designed to trap the active ingredient, preventing the release of the opioid in the nose and causing temporary nasal side effects that make XTAMPZA undesirable for nasal abuse.

DETERx Pipeline

We have applied our DETERx platform technology to XTAMPZA as well as other product candidates in our pipeline. We have an extended-release, abuse-deterrent oxymorphone program for which we have filed an investigational new drug application, or IND. This program has received a grant from the National Institute on Drug Abuse, a constituent institute of NIH, and has been granted Fast Track status by the FDA. We also have other extended-release, abuse-deterrent product candidates that have completed preliminary preclinical studies, including hydrocodone and morphine for pain, and methylphenidate for the treatment of attention deficit hyperactivity disorder, or ADHD. We are targeting to begin clinical trials with our second product candidate in the first quarter of 2016. All of these product candidates share similar abuse-deterrent

qualities as XTAMPZA and are designed to be suitable for patients with difficulty swallowing. We own all of the rights to our product candidates.



Each of our product candidates is being developed to seek FDA approval in accordance with Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act, or FD&C Act. Section 505(b)(2) permits an applicant to file an NDA that relies, in part, on data not developed by or for the applicant and to which the applicant has not received a right of reference, such as the FDA's findings of safety and efficacy in the approval of a similar drug, or reference listed drug, or published literature in support of its application.

XTAMPZA

Overview

Our lead product candidate, XTAMPZA, is an abuse-deterrent, extended-release, oral formulation of oxycodone in development for the management of pain severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate. The active ingredient in XTAMPZA is oxycodone, which is approved by the FDA and other regulators around the world in a number of both immediate-release and extended-release drug products. We developed XTAMPZA using our proprietary, DETERx abuse-deterrent technology to address common methods of abuse, including chewing, crushing and/or dissolving, and then taking orally or snorting or injecting XTAMPZA. XTAMPZA has received Fast Track status from the FDA. Our NDA filing for XTAMPZA was accepted by the FDA on February 10, 2015. On February 25, 2015, the FDA set a PDUFA goal date of October 12, 2015, for completion of its review of the XTAMPZA NDA.

We are seeking approval of XTAMPZA through the FDA's Section 505(b)(2) regulatory approval pathway using OxyContin OP as our reference listed drug, or RLD, with the goal of obtaining Tier 1, Tier 2 and Tier 3 abuse-deterrent claims in our product label. In July 2014, we completed our pivotal Phase 3 efficacy and safety clinical trial for XTAMPZA in patients with moderate-to-severe chronic low back pain, which met efficacy and safety endpoints. We also completed Category 1, Category 2 and Category 3 abuse-deterrent studies and clinical trials designed to follow the January 2013 FDA draft guidance on abuse-deterrent opioids as well as direct guidance received from the FDA in numerous meetings and written communications, including a pre-NDA meeting in April 2014.

Based on the results of our Category 1, 2 and 3 abuse-deterrent studies and clinical trial program and recent feedback from the FDA, we believe that XTAMPZA will be eligible for Tier 1, Tier 2 and Tier 3 abuse-deterrence claims in its label, which would provide significant differentiation as compared to other marketed extended-release opioids.

We also conducted an alternative dosing clinical trial to assess the feasibility of administering XTAMPZA by sprinkling the microspheres onto applesauce. This clinical trial demonstrated that XTAMPZA microspheres retain their abuse-deterrent and extended-release properties even after being removed from the capsule and mixed with soft food. If approved, we have performed what we believe to be all of the required preclinical studies and clinical trials to obtain FDA product labeling for sprinkling XTAMPZA microspheres directly in

the mouth or on food, as well as administering the microspheres through a gastric or nasogastric feeding tube. If approved with such labeling, XTAMPZA would be the only abuse-deterrent extended-release oxycodone product addressing patients with CPD.

Market Opportunity

We believe that, if approved, XTAMPZA can capture a significant share of the $6 billion U.S. extended-release oral opioid market, including a portion of the existing $2.5 billion OxyContin OP market. In addition, we believe that XTAMPZA can become a market leader for treating patients with chronic pain who have difficulty swallowing.

OxyContin OP Extended-Release Market

Until recently, no product that uses oxycodone as its active ingredient had been permitted to make label claims describing the abuse-deterrent characteristics of its product. Purdue launched OxyContin OP in 2010. In April 2013, the FDA determined that Purdue had been successful in demonstrating OxyContin OP's abuse-deterrent characteristics and permitted Purdue to amend its label to include certain abuse-deterrent claims. Since the launch of OxyContin OP, there has been a reduction in the overall abuse of OxyContin, primarily in the snorted and injected routes of administration.

The FDA also concluded that the benefits of the previously-approved non-abuse-deterrent OxyContin no longer outweighed its risks and removed it from the list of drugs eligible to serve as a reference product for future generic or Section 505(b)(2) approvals. As a result, we expect that all extended-release oxycodone products, including generic products, will now be required to have abuse-deterrent claims as part of the FDA approval process. We believe this change in FDA policy creates a significant opportunity for XTAMPZA, if approved, to capture a portion of the extended-release oxycodone market.

Despite OxyContin OP's commercial success, it carries with it a well-documented abuse stigma both for physicians who prescribe it and for patients who use it to treat chronic pain. In a market research study conducted for us in 2013, 35% of patients surveyed who were taking OxyContin OP indicated concern that their friends or family have a negative perception of OxyContin OP. Of the 1,021 patients surveyed in the study, 76% indicated an interest in switching to a pain medication similar to OxyContin OP but that was more abuse-deterrent. A market research study of 30 physicians conducted for us in 2015 concluded that while physicians view OxyContin OP as an effective and valuable option, one third reported prescribing it less often than they would like because of patients' reticence to use OxyContin OP because of its reputation for addiction and abuse.

Other Extended-Release Opioids

While OxyContin OP is the largest selling extended-release opioid in the United States by dollars in 2014, there are approximately 23 million additional prescriptions for non-abuse deterrent extended-release opioids annually in the United States. Many of these opioids include active ingredients, such as morphine, that are commonly perceived as having greater adverse side effects than oxycodone-based formulations. Because of the abuse stigma associated with OxyContin OP and non-abuse deterrent opioid formulations, we believe that XTAMPZA would offer physicians treating chronic pain an attractive alternative to the existing options. In a market research study conducted for us, 83% of disease specialists (such as oncologists and neurologists) and 67% of pain specialists surveyed indicated that, if approved, they would prescribe XTAMPZA for patients without dysphagia.

Chronic Pain with Dysphagia

In a market research survey conducted for us, of 1,021 patients with chronic pain, 30% of the patients reported that they have trouble swallowing or do not like to swallow pills, and 65% of the patients did not realize that cutting, crushing or grinding extended-release opioids can change the drug release profile. None of the currently approved abuse-deterrent opioid drugs has an FDA product label that permits the sprinkling of the product on food, directly in the mouth and administration through feeding tubes for use by patients with CPD, creating an unmet medical need due to the lack of adequate treatment options. Further, in an

effort to make them easier to swallow, some patients with CPD — and 47 of the 1,021 patients participating in the survey conducted for us — crush their prescribed extended-release opioids and can inadvertently harm themselves because of the rapid immediate-release of the active ingredient. Because our XTAMPZA microspheres are designed to be able to be removed from the capsule and still retain their abuse-deterrent and extended-release properties, we believe that they will be an effective pain-management solution for patients with CPD. An external marketing study performed for us in 2013 estimated that XTAMPZA, if approved, has a peak revenue potential for U.S. patients with CPD in excess of $700 million annually.

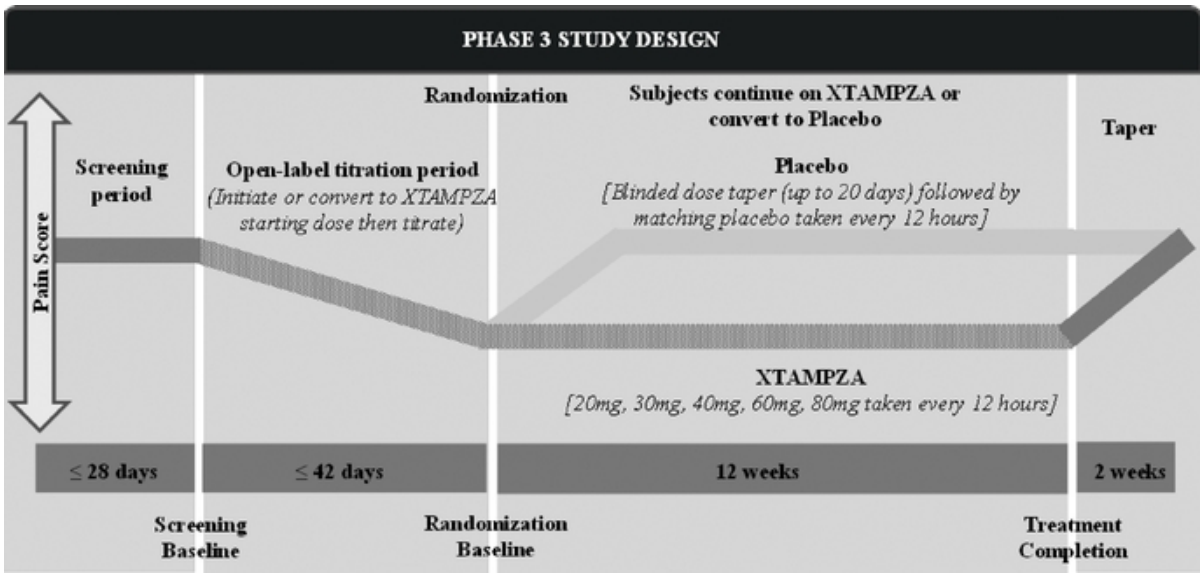
Clinical Development

We have completed numerous studies and clinical trials on XTAMPZA. We submitted an NDA for XTAMPZA to the FDA on December 12, 2014. XTAMPZA has received Fast Track status from the FDA. We are seeking approval of XTAMPZA through the FDA's Section 505(b)(2) regulatory approval pathway using OxyContin OP as our RLD with the goal of obtaining Tier 1, Tier 2 and Tier 3 abuse-deterrent claims in our product label. To date, we have completed bioequivalence and bioavailability studies, a pivotal Phase 3 clinical trial of XTAMPZA in patients with moderate-to-severe chronic low back pain, which met safety and efficacy endpoints, as well as Category 1, Category 2 and Category 3 abuse deterrence studies and clinical trials based on the January 2013 FDA draft guidance regarding abuse-deterrent opioids.

Evaluation of Safety and Efficacy

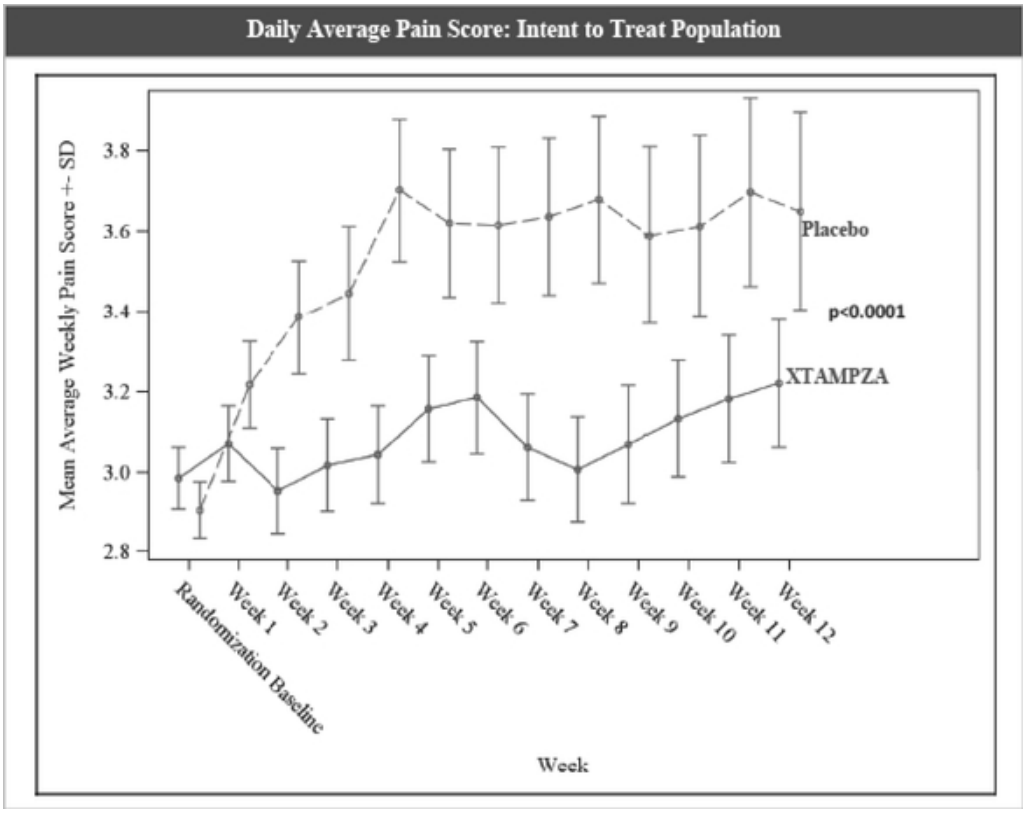
Phase 3 Clinical Trial

After discussions with the FDA, we conducted a single pivotal Phase 3 clinical trial designed to show safety and efficacy of XTAMPZA in a chronic pain population. The Phase 3 clinical trial was a multi-center, prospective, double-blind, enriched enrollment, randomized withdrawal, placebo-controlled clinical trial that examined the safety, tolerability, and efficacy of XTAMPZA versus placebo in opioid-experienced and opioid-naïve patients with moderate-to-severe chronic low back pain. The trial design is depicted in the figure below.



Of the 740 patients enrolled in the initial open-label titration portion of the clinical trial, 389 patients met the criteria for randomization, which included stable and effective pain scores, ability to tolerate the drug at the dose at which effective pain relief was achieved and compliance with all other aspects of the clinical trial protocol. These 389 patients were randomized into a 12-week, double-blind maintenance phase in which they were either maintained on their current dose regimen of XTAMPZA or were tapered to a placebo.

The primary efficacy endpoint of the clinical trial was the change in average pain intensity from baseline to week 12; pain was measured using an 11-point pain intensity numerical rating scale. Secondary endpoints in the clinical trial included evaluation of safety and tolerability, quality of life, physical disability, and global impression of change. The graph below shows the daily average pain score in the randomized, intent to treat, or ITT, population.



The clinical trial successfully met the primary efficacy endpoint by showing that patients with chronic low back pain treated with XTAMPZA experienced a statistically significant reduction in pain compared with placebo ($p<0.0001$).

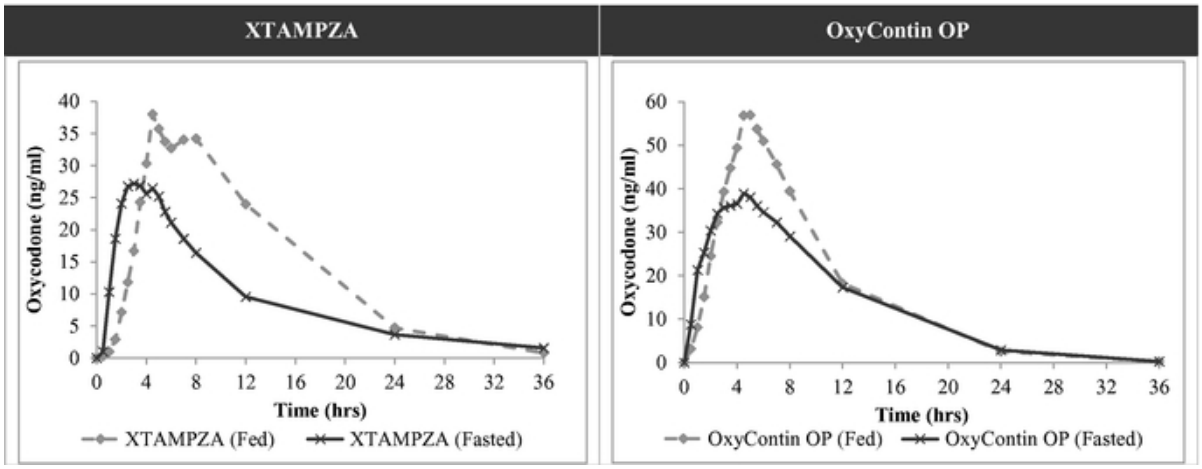
The most common adverse events, or AEs, (>5%) reported by patients in the Phase 3 clinical trial during the titration phase were nausea, headache, constipation, drowsiness, itching, vomiting and dizziness. Each of these AEs declined in frequency with continued treatment. The most common adverse reactions (>5%) reported by patients in the Phase 3 clinical trial comparing XTAMPZA with placebo are shown in the table below. One subject was hospitalized for a serious adverse event moderate in severity of gastroesophageal reflux and subsequently discharged upon resolution of the event. The investigator at the clinical trial site

assessed this event as possibly related to study drug, but no action was taken with the study drug due to this event.

Adverse Reaction	Titration Period XTAMPZA (n = 740) (%)	Maintenance Period XTAMPZA (n = 193) (%)	Maintenance Period Placebo (n = 196) (%)
Nausea	16.6	10.9	4.6
Headache	13.9	6.2	11.7
Constipation	13.0	5.2	0.5
Somnolence	8.8	<1	<1
Pruritus	7.4	2.6	1.5
Vomiting	6.4	4.1	1.5
Dizziness	5.7	1.6	0

Phase 1 Clinical Trials

We performed two Phase 1 bioequivalence and bioavailability clinical trials to compare the blood levels obtained after administration of XTAMPZA versus OxyContin OP. The first, in which we enrolled 48 patients, compared the pharmacokinetics, or PK, of XTAMPZA with OxyContin OP in fasted and fed states following single dose administration, with results shown in the figure below.



The single-dose PK profiles for XTAMPZA and OxyContin OP were similar. However, in the fasted state, the total amount of absorption, known as area under the curve, or AUC, was lower when compared with the fed state for XTAMPZA, suggesting a larger food effect than OxyContin OP. As a result, if approved, XTAMPZA is likely to be labeled to be taken with food.

We performed a second phase 1 clinical trial to assess the safety and PK of XTAMPZA and OxyContin OP in fed and fasted states following multiple-dose administration. In this clinical trial, which enrolled 45 patients, as shown in the figure below, both products were taken with food twice per day for five days, and the PK profiles — which were assessed based on two variables, peak plasma level of the drug, or C_{max}, and AUC — were bioequivalent.

Day 5, All Doses Fed (CP-OXYDET-18)

	C_{max} (ng/ml)	AUC (hr*ng/ml)
XTAMPZA	77.7	511
OxyContin OP	77.1	531
XTAMPZA : OxyContin OP % Ratio (90% Confidence Interval)	99.60 (93.60-105.97)	95.63 (92.73-98.61)

Evaluation of Abuse-Deterrence of XTAMPZA

XTAMPZA was developed and evaluated in a manner consistent with recommendations described in the January 2013 draft FDA guidance on the evaluation and labeling of abuse-deterrent opioids. Listed below is an overview of the studies and clinical trials needed for FDA abuse-deterrent labeling.

FDA Draft Guidance Pre and Postmarketing Study Categories

Category	Study Type	Objective	Tier/Claim Type
1 — Premarket	Laboratory Manipulation and Extraction Studies	§ Evaluate ease with which abuse-deterrent properties of formulation can be defeated or compromised	§ Tier 1 — The product is formulated with physicochemical barriers to abuse
2 — Premarket	PK Studies	§ Understand in vivo properties of formulation by comparing PK profiles of manipulated formulation with intact formulation	§ Tier 2 — The product is expected to reduce or block effect (or accelerated release) of the opioid when the product is manipulated
3 — Premarket	Clinical Human Abuse Potential Clinical Trials (Drug Likability)	§ Assess impact of the potentially abuse-deterrent formulation on measures that predict how probable it is the formulation will be attractive to abusers ("liked")	§ Tier 3 — The product is expected to result in a meaningful reduction in abuse as measured by "Drug Liking"
4 — Postmarket	Postmarketing Epidemiologic Studies	§ Conduct epidemiologic studies capable of detecting a change in the occurrence of abuse and abuse-related outcomes	§ Tier 4 — The product has demonstrated reduced abuse in the community

Our development program consisted of in vitro studies and clinical trials, the results of which indicate that XTAMPZA may result in reduced abuse by manipulation followed by oral ingestion, snorting or attempted

intravenous injection. The table below summarizes the abuse deterrence studies and clinical trials we conducted for XTAMPZA.

Abuse-deterrent Assessment Strategy

	Description	Collegium Studies and Clinical Trials
Category 1	Laboratory based in vitro manipulation and extraction studies	Numerous physical, chemical manipulation and route specific studies (IV injection, smoking)
Category 2	PK clinical trials	Oral Crushed/Chewed PK Clinical Trial (*CP-OXYDET-17*) Intranasal PK Clinical Trial (*CP-OXYDET-19*) Comparative Crushing/Tampering PK Clinical Trial (*CP-OXYDET-25*) Intranasal PK and HAP Clinical Trial (*CP-OXYDET-21*) Oral Chewed PK and HAP Clinical Trial (*CP-OXYDET-24*)
Category 3	Human abuse potential (drug likeability) clinical trials	Intranasal PK and HAP Clinical Trial (*CP-OXYDET-21*) Oral Chewed PK and HAP Clinical Trial (*CP-OXYDET-24*)

Category 1: In Vitro Studies

We demonstrated abuse-deterrent properties of XTAMPZA in each mode of physical, chemical and route specific manipulations.

Physical Manipulations

One of the key objectives of our Category 1 studies was to determine the most effective tool to crush XTAMPZA microspheres and OxyContin OP tablets as part of a particle size reduction, or PSR, study. A range of household tools was selected based upon the review of the literature and researching the internet for common methods used by abusers. Based upon this, 10 tools were selected that cut, broke, ground and crushed the XTAMPZA microspheres and/or OxyContin OP tablets. For OxyContin OP, five of these tools were effective in laboratory tests at significantly increasing the rate of drug release, resulting in "dose dumping" of the active ingredient. For XTAMPZA, none of these tools was effective at causing dose dumping. A subset of these tools were also applied to the XTAMPZA microspheres after pre-treatment by freezing or heating, but were still unable to cause dose dumping. Consistent with FDA guidance, results of the physical manipulation study were replicated by an independent third party analytical laboratory registered with the FDA.

Chemical Extraction

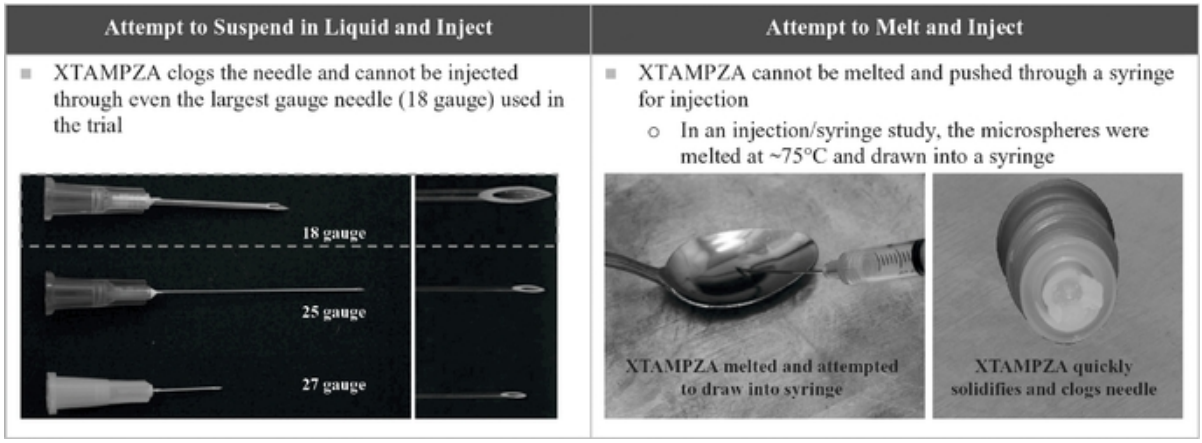
Our chemical extraction studies were completed using the optimal method of crushing for XTAMPZA and OxyContin OP as identified in the above Category 1 study. We conducted a series of laboratory-based Category 1 chemical manipulation studies to investigate simple and complex extraction methods and dissolution of XTAMPZA and OxyContin OP in a variety of commonly used beverages, solvents, and soft foods. Results from these studies show that XTAMPZA microspheres resist extraction of the oxycodone active ingredient into a usable non-toxic form that could be abused. By contrast, after crushing, the active ingredient was readily extracted from OxyContin OP. Results from these studies show that XTAMPZA has a greater resistance to a wide variety of solvents used for extraction than OxyContin OP.

Route Specific — Injection

To assess the ability for abusers to inject XTAMPZA, the microspheres were crushed, suspended in water and the resulting suspension was attempted to be expelled with needles and syringes. Only negligible amounts of the microspheres were able to pass through any size needle, including an 18 gauge needle (which was the largest needle size tested). By contrast, crushing OxyContin OP and mixing it in water resulted in a gel where a substantial amount, up to 54% of the active ingredient, could be passed through an 18 gauge needle, as well as smaller 25 and 27 gauge needles.

The XTAMPZA microspheres were then melted at approximately 75°C and the resulting molten material was attempted to be drawn through a needle into a syringe and then expelled through the needle. As the liquid was drawn into the syringe, it immediately solidified, making injection impossible. A comparable procedure on OxyContin OP was not performed because a substantial portion of the crushed and dissolved OxyContin OP mixture, without melting, could be passed through an 18 gauge needle.

Finally, attempts were made to extract the active drug from XTAMPZA microspheres and OxyContin OP in injectable amounts of water. Both drugs were subjected to three manipulation techniques prior to extraction in water, consisting of crushing alone, crushing and heating them on a hot plate, and crushing and microwaving them. For XTAMPZA, less than 10% of the oxycodone could be extracted for injection regardless of the manipulation applied. By contrast, the amount of oxycodone extracted from OxyContin OP ranged from 17-84%, depending on the method.



Route Specific — Smoking

Studies have shown that less than 5% of OxyContin OP abuse is by smoking. We conducted a study comparing the ability to vaporize XTAMPZA, OxyContin OP, and a marketed immediate-release form of oxycodone. The amount of oxycodone available using this method from all three products was comparable (and a significant portion of the drug was degraded during the attempt to vaporize), suggesting that XTAMPZA is unlikely to be abused by smoking more often than existing oxycodone products. In addition, when XTAMPZA is heated in order to vaporize the oxycodone, inactive excipients are also vaporized, which may be unpleasant to an abuser.

Category 2: Oral PK Clinical Trials

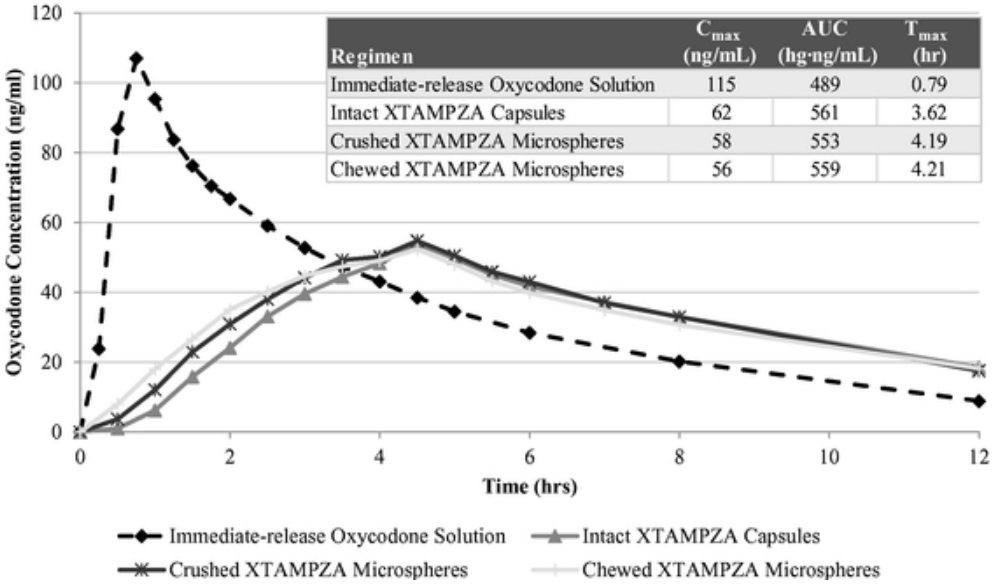
To support oral abuse-deterrent labeling for XTAMPZA we performed five separate PK clinical trials, three by the oral route of administration and two by the nasal route. The oral clinical trials were as follows:

Trial & Category	Subjects	Comparator(s)	Key Objective
Oral Crushed/Chewed PK Clinical Trial (CP-OXYDET-17) *Category 2*	n = 44	Immediate-release oxycodone solution	§ Assess the safety and PK of XTAMPZA intact, chewed and crushed
Oral Chewed PK and HAP Clinical Trial (CP-OXYDET-24) *Categories 2 & 3*	n = 36	Crushed immediate-release oxycodone tablets	§ Assess the PK (Category 2) and drug-likeability (Category 3) of XTAMPZA, intact and chewed
Comparative Crushing/Tampering PK Clinical Trial (CP-OXYDET-25) *Category 2*	n = 36	OxyContin OP (intact and crushed) and crushed immediate-release oxycodone tablets	§ Assess the safety and PK of XTAMPZA, intact and crushed

Oral Crushed/Chewed PK Clinical Trial (CP-OXYDET-17)

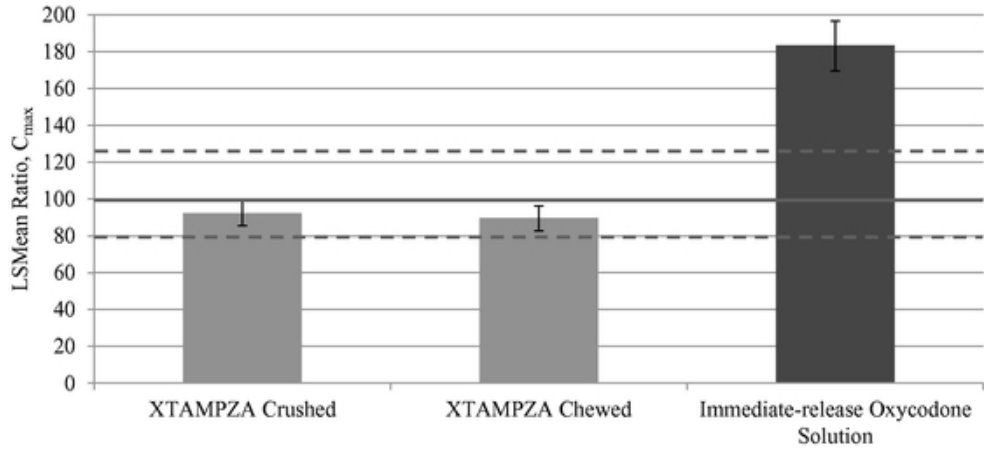
Our oral crushed/chewed PK clinical trial (CP-OXYDET-17) was an open-label, randomized, active-controlled, crossover clinical trial to evaluate the effect of tampering (crushing and chewing) on XTAMPZA microspheres compared with immediate-release oxycodone solution. The clinical trial had seven treatment arms, consisting of three fasted-state treatment arms and four fed-state treatment arms. Because XTAMPZA has a mild food effect, we expect that XTAMPZA, if approved, will include a label that it should be taken with food. Accordingly, the graph below provides only the results of the clinical trial for the fed-state treatment arms.

Mean Concentrations of Oxycodone



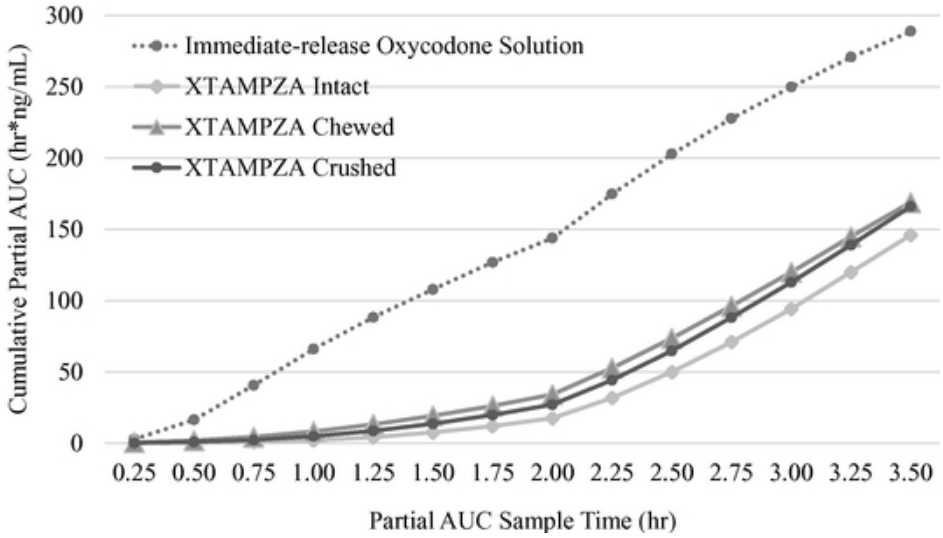
As demonstrated above, crushing or chewing XTAMPZA did not increase its C_{max} as compared to the intact XTAMPZA capsules. All treatment groups had substantially lower peak plasma levels and longer time to peak plasma level, or T_{max}, than the immediate-release oxycodone solution. The absorption of oxycodone, as measured by AUC, was substantially equivalent among the crushed, chewed and intact XTAMPZA treatment groups. In all XTAMPZA treatment groups, the extended-release properties remained intact and there was no evidence of dose dumping.

C_{max} Ratios Relative to XTAMPZA Intact Capsules Baseline



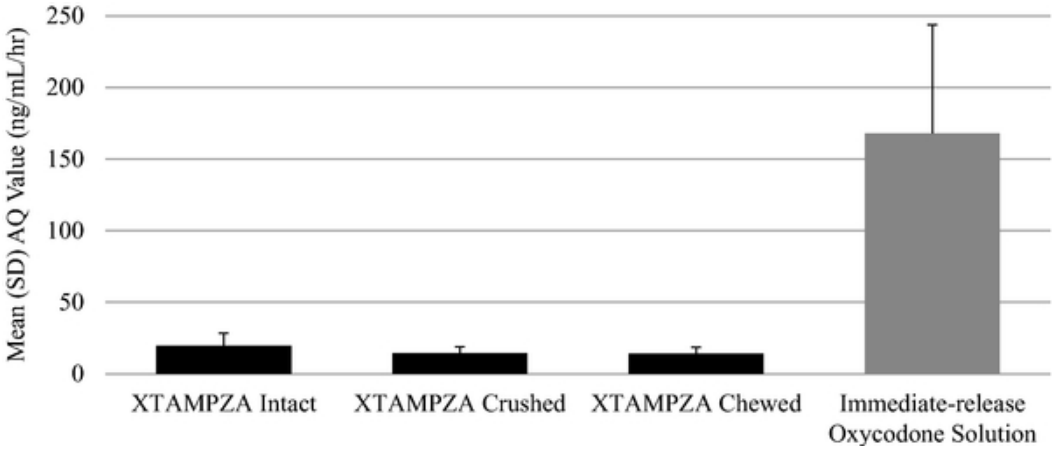
Significant early increases in plasma concentrations after crushing or chewing, compared to intact capsules are indicative of dose dumping. As a result, the labels for all currently available orally administered extended-release opioids include a black box warning instructing patients that "crushing, dissolving or chewing the tablet can cause rapid release and absorption of a potential fatal dose" of the respective opioid. The results of the clinical trial shown in the graph below demonstrate that crushing and chewing, two common methods of manipulation used by abusers, did not increase the early plasma concentration of XTAMPZA when taken orally.

Graphical Display of Mean Oxycodone Partial AUC Values from 0.25 to 3.5 hours



Another measure used to assess the potential "likability" of a drug for abusers is the "abuse quotient," or AQ, which characterizes the rate at which the peak plasma rises after ingestion and is calculated by dividing C_{max} by T_{max}. By manipulating a formulation, an abuser seeks to create euphoria by maximizing AQ. As shown in the graph below, the AQ values for XTAMPZA after crushing or chewing were the same as taking the product intact and significantly lower than for the immediate-release oxycodone solution.

Mean AQ Values for Each Treatment



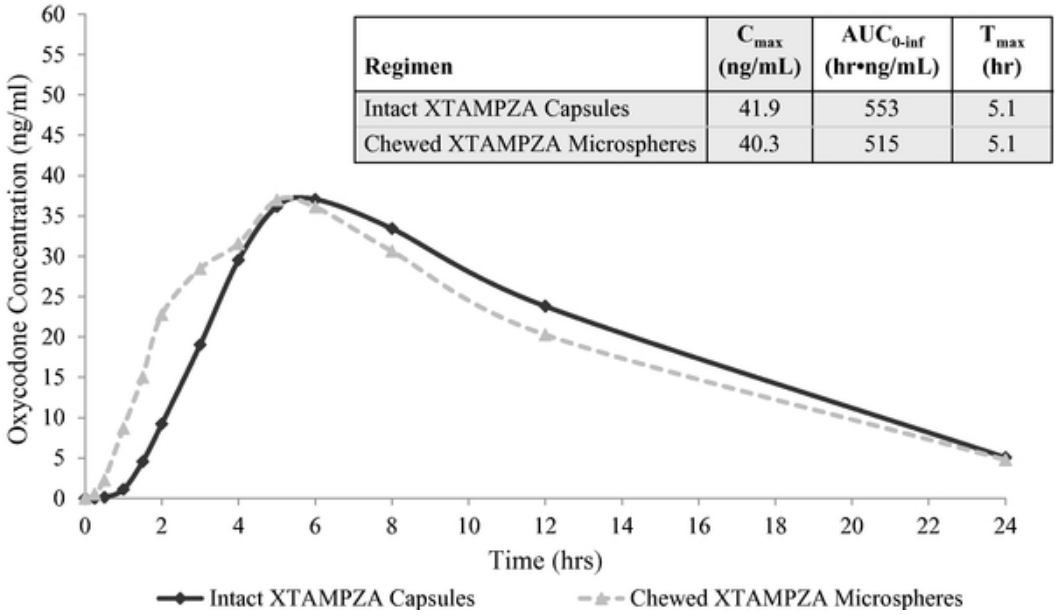
In summary, in this clinical trial, manipulation of XTAMPZA microspheres by crushing or chewing did not alter the extended-release properties of the XTAMPZA formulation in the fed-state treatment arms.

Oral Chewed PK and HAP Clinical Trial (CP-OXYDET-24)

Our oral chewed PK and HAP clinical trial was designed to assess the PK of XTAMPZA following chewing as compared to taking the product candidate intact and also as compared to crushing an immediate-release oxycodone tablet. The clinical trial design was consistent with FDA guidance.

The results shown in the figure below indicate that for C_{max} and AUC, XTAMPZA intact and XTAMPZA chewed are bioequivalent with equivalent T_{max}. These results indicate that chewing XTAMPZA does not affect the peak and overall exposure to oxycodone.

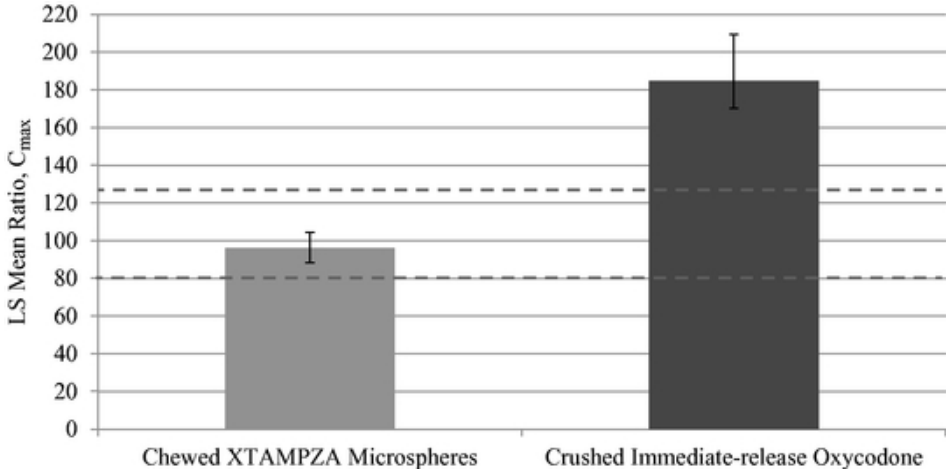
Mean Concentrations of Oxycodone



Regimen	C_{max} (ng/mL)	$AUC_{0\text{-}inf}$ (hr•ng/mL)	T_{max} (hr)
Intact XTAMPZA Capsules	41.9	553	5.1
Chewed XTAMPZA Microspheres	40.3	515	5.1

The figure below further demonstrates that chewing XTAMPZA does not affect C_{max} relative to intact XTAMPZA capsules. Ratios below 100% indicate chewing does not increase peak plasma exposure versus baseline (taking XTAMPZA intact).

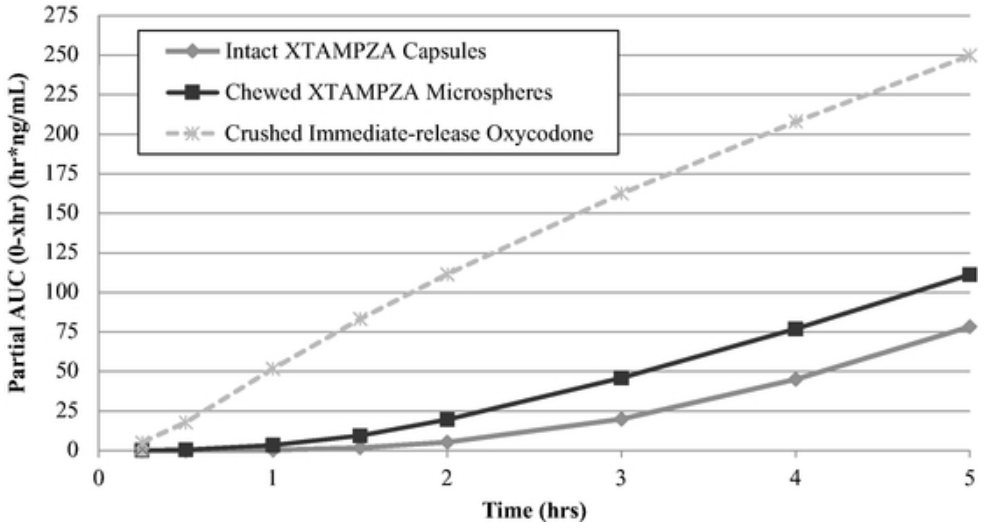
C_{max} Ratios Relative to Intact XTAMPZA Capsules



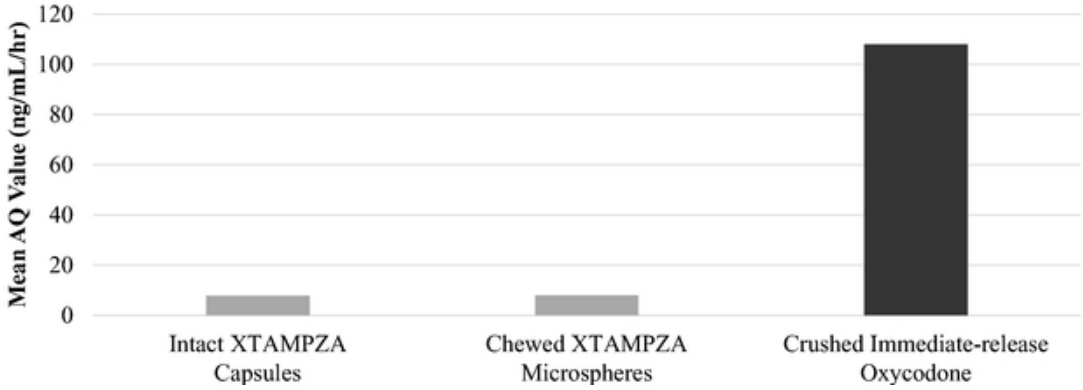
To better characterize early plasma exposure, partial area under the curve, or PAUC (which measures cumulative absorption over an initial period, in this case five hours, after dosage), and AQ values were calculated for each treatment arm. Over the timeframe of the first sampling time to five hours after dosing,

the PAUC values for all XTAMPZA treatments were substantially lower than the immediate-release oxycodone crushed solution PAUC values. The small increase in PAUC for the manipulated XTAMPZA capsules relative to intact capsules was anticipated because the microspheres were removed from the capsules prior to oral administration and were therefore more rapidly exposed to the gastric environment for absorption. As shown in the figures below, the mean PAUC and AQ values for all XTAMPZA treatments were substantially lower than the immediate-release oxycodone crushed solution AQ.

Graphical Display of Mean Oxycodone Partial AUC Values over the First 5 hours



Mean AQ Values for Each Treatment



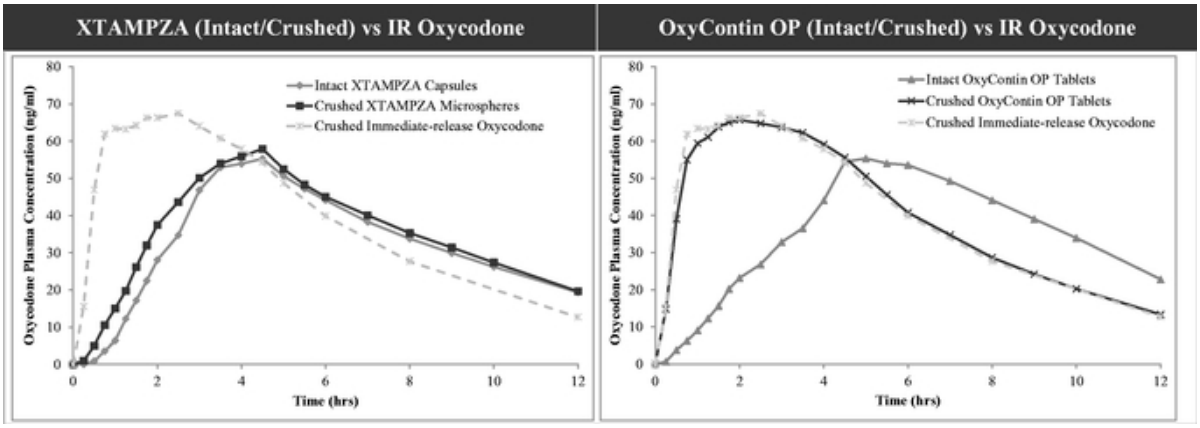
In summary, the PK data from this clinical trial indicate that there is no material increase in plasma exposure or dose dumping when XTAMPZA is administered after chewing, when compared to intact XTAMPZA. Similar to our oral crushed/chewed PK clinical trial, our oral chewed PK and HAP clinical trial demonstrated that intact and manipulated XTAMPZA are bioequivalent to each other.

Comparative Crushing/Tampering PK Clinical Trial (CP-OXYDET-25)

Our comparative crushing/tampering PK clinical trial was an open-label, randomized, active-controlled, cross-over, single-dose clinical trial that evaluated the effect of crushing XTAMPZA, OxyContin OP and immediate-release oxycodone tablets.

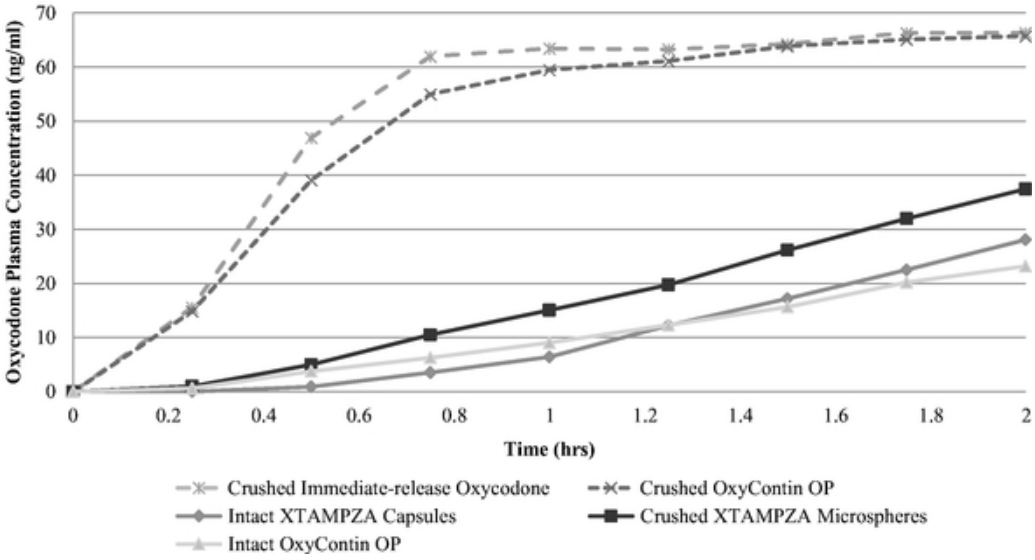
The figure on the left below indicates that crushing does not materially increase the C_{max} or materially change the AUC of XTAMPZA compared with the intact product, which retains its oral extended-release properties when crushed, confirming observations from our oral crushed/chewed PK clinical trial. By contrast, the OxyContin OP data in the figure on the right below show that OxyContin OP exhibits a higher C_{max} and shorter T_{max} when administered orally in the crushed state, as compared with the intact state, essentially converting OxyContin OP from an extended-release to an immediate-release formulation.

Mean Concentrations of Oxycodone



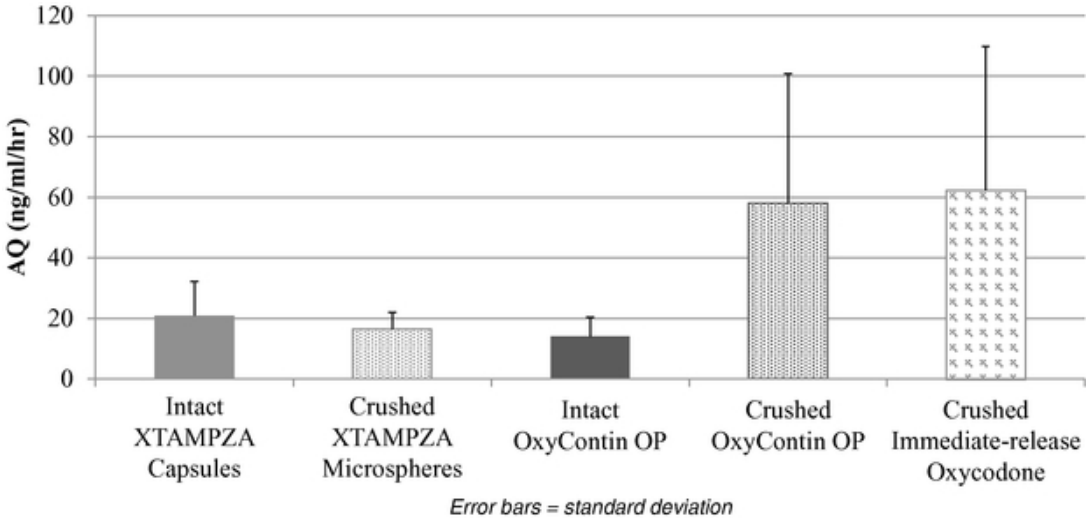
The figure below shows the mean PAUC values from the first sampling time to two hours for all treatments. Over the first two hours after dosing, the PAUC values for intact and crushed XTAMPZA, as well as intact OxyContin OP, treatments were substantially lower than the corresponding crushed immediate-release oxycodone values. Over this same timeframe, the PAUC values for crushed OxyContin OP overlapped with those of crushed immediate-release oxycodone. The small increase in PAUC for the crushed XTAMPZA treatment relative to intact XTAMPZA was anticipated because the microspheres were removed from the capsules prior to oral administration and were therefore more rapidly exposed to the gastric environment for absorption.

Graphical Display of Mean Oxycodone Partial AUC Values from 0.25 to 2 hours



As shown in the figure below, mean AQ values were comparable for crushed and intact XTAMPZA treatments and substantially lower than crushed immediate-release oxycodone. In contrast to XTAMPZA, crushing OxyContin OP compromises its extended-release profile such that the AQ value of crushed OxyContin OP increases by nearly four times and is similar to that of immediate-release oxycodone.

Graphical Display of Mean (SD) AQ Values for Each Treatment



In summary, crushing XTAMPZA microspheres does not materially change the extended-release properties of the product. By contrast, crushing OxyContin OP with common household tools causes it to completely lose its extended-release properties, turning it into an immediate-release and readily abuseable formulation. The data in this clinical trial confirm and extend the findings from previous studies, demonstrating that crushing or chewing XTAMPZA should not lead to a potentially fatal rapid release of oxycodone via "dose dumping" should a patient or a drug abuser crush, break or grind XTAMPZA.

Category 2: Intranasal PK Clinical Trials

We completed two intranasal PK clinical trials to support abuse-deterrent labeling for XTAMPZA.

Trial & Category	Subjects	Comparator(s)	Key Objective
Intranasal PK Clinical Trial (CP-OXYDET-19) *Category 2*	n = 15	Oxycodone powder	§ Compare the safety and PK of crushed and intact XTAMPZA following intranasal administration.
Intranasal PK and HAP Clinical Trial (CP-OXYDET-24) *Categories 2 & 3*	n = 36	Crushed immediate-release oxycodone tablets	§ Evaluate the PK (Category 2) and abuse potential (Category 3) of crushed and intact XTAMPZA following snorting and oral administration.

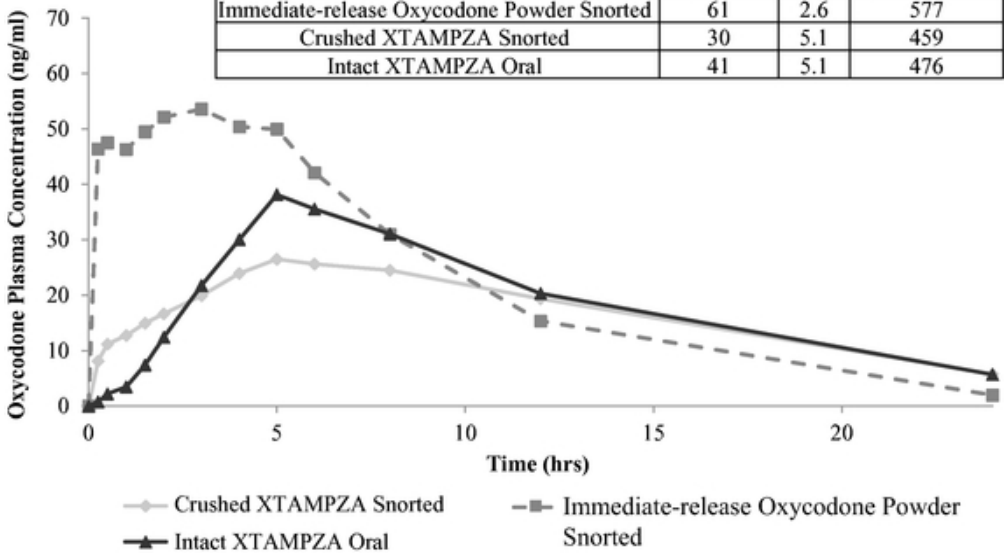
Intranasal PK Clinical Trial (CP-OXYDET-19)

Our intranasal PK clinical trial was a randomized, open-label, active-controlled, cross-over comparison trial. The primary objective was to compare the safety and PK of crushed and snorted XTAMPZA, intact XTAMPZA capsules taken orally, and snorted immediate-release oxycodone powder.

Data from this clinical trial demonstrated that administration of crushed and snorted XTAMPZA resulted in a lower C_{max} than both intact XTAMPZA taken orally and snorted immediate-release oxycodone powder; the C_{max} for crushed and snorted XTAMPZA was approximately 80% of intact XTAMPZA taken orally and 60% of snorted immediate-release oxycodone powder. The median T_{max} following crushed and snorted XTAMPZA was equivalent to the median T_{max} for intact XTAMPZA taken orally, and both demonstrated longer median T_{max} values than snorted immediate-release oxycodone powder. Crushed and snorted XTAMPZA, intact XTAMPZA taken orally, and snorted immediate-release oxycodone powder were all bioequivalent with respect to AUC parameters.

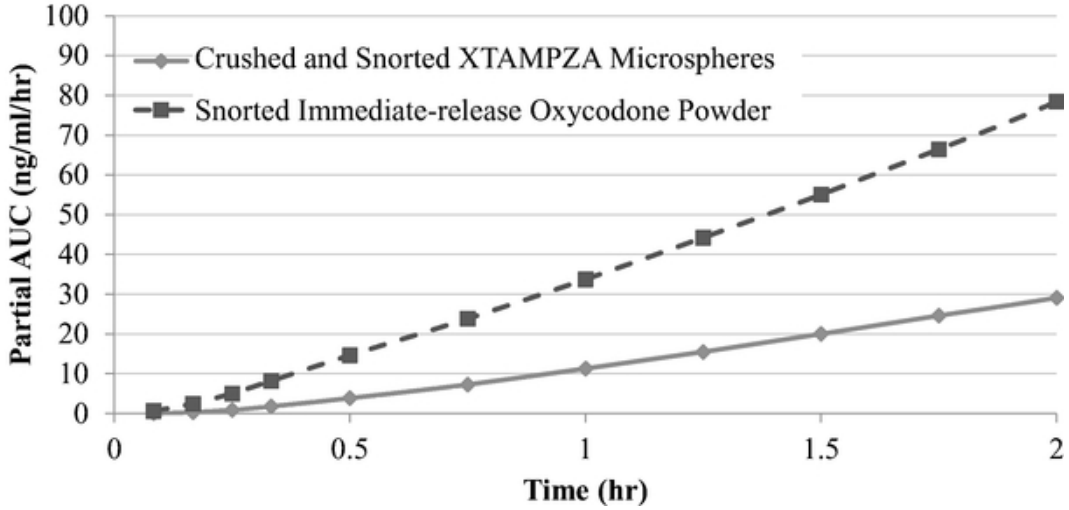
Mean Concentrations of Oxycodone

Treatment	C_{max} (ng/mL)	T_{max} (hr)	AUC (hr*ng/mL)
Immediate-release Oxycodone Powder Snorted	61	2.6	577
Crushed XTAMPZA Snorted	30	5.1	459
Intact XTAMPZA Oral	41	5.1	476



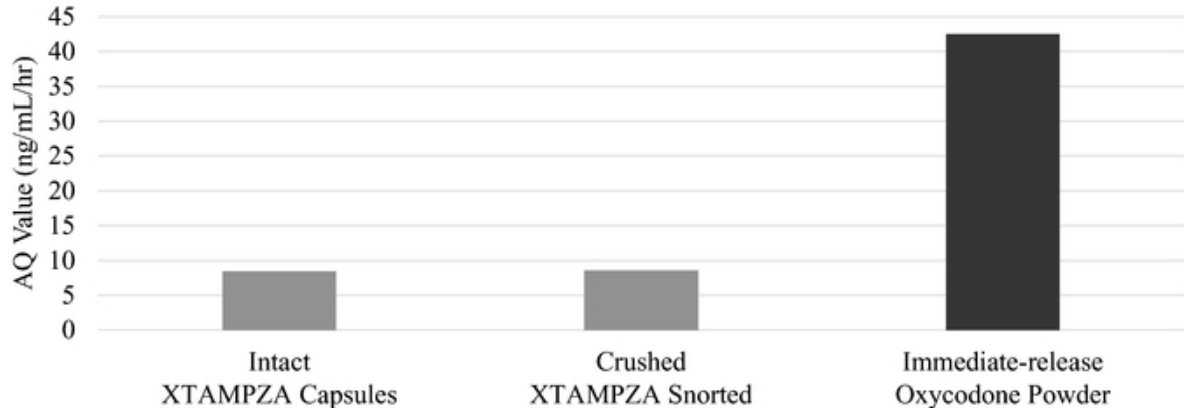
The figure below shows the mean PAUC values from the first sampling time to two hours for two treatments. Over the first two hours after dosing, the PAUC values for crushed and snorted XTAMPZA treatments were substantially lower than the crushed and snorted immediate-release oxycodone powder values.

Graphical Display of Mean Oxycodone Partial AUC Values from 0.1 to 2 hours



As shown in the figure below, the mean AQ values for crushed and snorted XTAMPZA and intact XTAMPZA taken orally were comparable. In this clinical trial, no increase in AQ was observed with crushed and snorted XTAMPZA relative to intact XTAMPZA taken orally. In contrast, the AQ value for snorted immediate-release oxycodone powder was approximately five-fold higher, on average, than that for crushed and snorted XTAMPZA.

Mean AQ Values for Each Treatment



In summary, crushed and snorted XTAMPZA microspheres demonstrated a lower C_{max} and an equivalent T_{max} compared to taking the intact product orally as directed. The C_{max} of both crushed and snorted XTAMPZA and intact XTAMPZA taken orally are significantly lower than the C_{max} of snorted immediate-release oxycodone powder. Crushing and snorting XTAMPZA microspheres did not produce the rapid, high plasma concentrations that abusers might seek for euphoria. Additionally, crushed and snorted XTAMPZA produced

a higher percentage of mild respiratory AEs (e.g., nasal discomfort and congestion) and associated transient nasal events including burning, and facial pain/pressure compared with the immediate-release comparator.

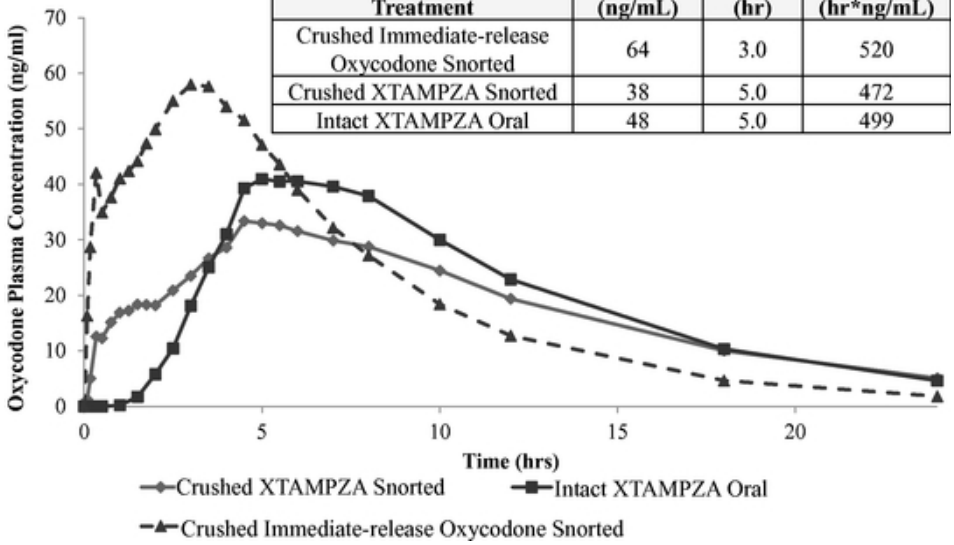
Intranasal PK and HAP Clinical Trial (CP-OXYDET-21)

Our intranasal PK and HAP clinical trial was a randomized, open-label, active-controlled, cross-over comparison clinical trial. The primary objective was to compare the safety and PK of crushed and snorted XTAMPZA, intact XTAMPZA capsules taken orally, and snorted crushed immediate-release oxycodone tablets.

The PK results from our intranasal PK and HAP clinical trial are similar to those observed in our intranasal PK clinical trial. With respect to AUC, crushed and snorted XTAMPZA was bioequivalent to intact XTAMPZA taken orally. However, crushed and snorted XTAMPZA microspheres resulted in approximately 70% of the peak exposure of intact XTAMPZA taken orally and approximately 50% of the peak exposure of crushed and snorted immediate-release oxycodone. Median T_{max} was equivalent when comparing crushed and snorted XTAMPZA relative to intact XTAMPZA taken orally. Both XTAMPZA treatments had substantially longer median T_{max} values in comparison to crushed and snorted immediate-release oxycodone.

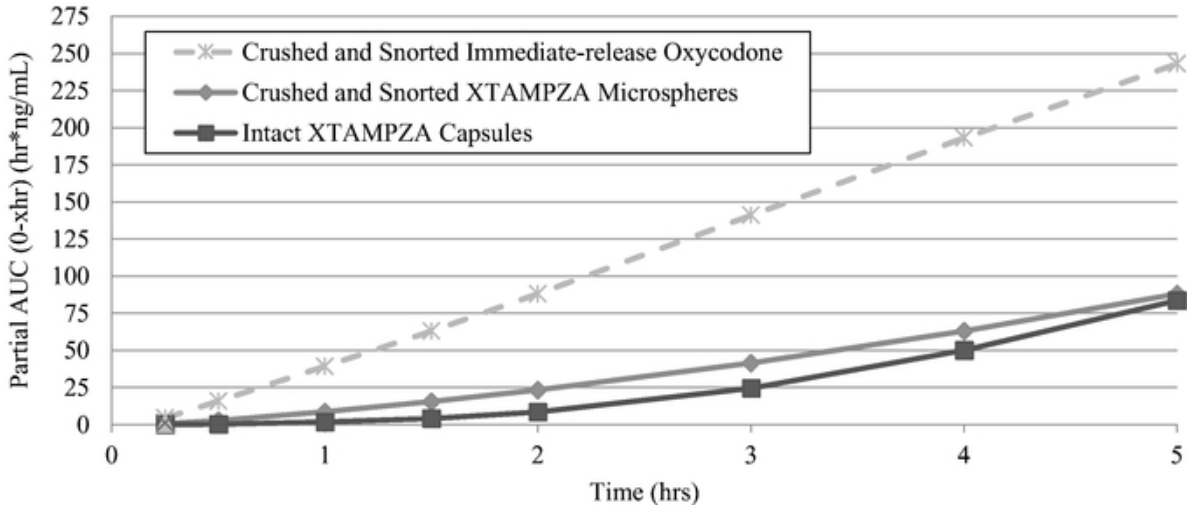
Mean Concentrations of Oxycodone

Treatment	C_{max} (ng/mL)	T_{max} (hr)	AUC (hr*ng/mL)
Crushed Immediate-release Oxycodone Snorted	64	3.0	520
Crushed XTAMPZA Snorted	38	5.0	472
Intact XTAMPZA Oral	48	5.0	499



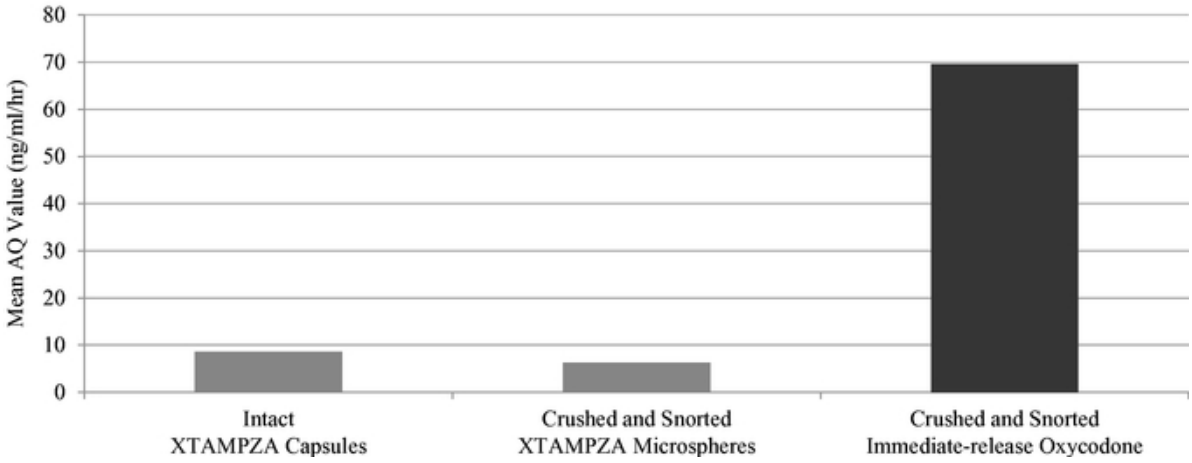
The figure below shows the mean PAUC values from the first sampling time to five hours for all three treatment arms. Over the first five hours after dosing, the PAUC values for intact XTAMPZA and crushed and snorted XTAMPZA treatments were substantially lower than those of the crushed and snorted immediate-release oxycodone treatment.

Graphical Display of Mean Oxycodone Partial AUC Values from 0.25 to 5 hours



The mean AQ value for crushed and snorted XTAMPZA was similar to (and slightly lower than) that of intact XTAMPZA taken orally. By contrast, the mean AQ value for the crushed and snorted immediate-release oxycodone treatment was approximately 11-fold greater than that of crushed and snorted XTAMPZA. These data indicate that crushed and snorted XTAMPZA may potentially be less desirable to (i.e., less liked by) drug abusers seeking to achieve a rapid, euphoric effect.

Mean AQ Values for Each Treatment



In summary, data from our intranasal PK and HAP clinical trial corroborate the findings from our intranasal PK clinical trial. Both clinical trials indicate that crushed and snorted XTAMPZA microspheres do not produce the rapid rise in peak plasma drug concentrations that abusers might seek for euphoria when manipulating and administering dosage forms by the nasal route. Additionally, crushed and snorted XTAMPZA produced a higher percentage of mild respiratory AEs (e.g., nasal discomfort, nasal congestion and nose bleeds) and associated transient nasal events including irritation, burning, and facial pain compared with the immediate-release comparator. The AEs following crushed and snorting XTAMPZA

microspheres, without the addition of potentially harmful antagonist or aversive agents, may serve as a nuisance to an abuser who wants to snort XTAMPZA.

Category 3: Human Abuse Potential Clinical Trials

We conducted two clinical trials — our intranasal and oral PK and HAP clinical trial and our oral chewed PK and HAP clinical trial — to evaluate the human abuse potential, or HAP, of crushed XTAMPZA microspheres taken orally and snorted, as described in the table below.

Summary of Category 3 Human Abuse Potential Clinical Trials

Trial & Category	Subjects	Trial Type	Comparator(s)	Key Objective
Intranasal PK and HAP Clinical Trial (CP-OXYDET-21) *Category 2 & 3*	n = 36	Intranasal PK and human abuse potential clinical trial	Crushed immediate-release oxycodone tablets	§ Evaluate the PK (Category 2) and human abuse potential (Category 3) of crushed and intact XTAMPZA following intranasal and oral administration.
Oral Chewed PK and HAP Clinical Trial (CP-OXYDET-24) *Categories 2 & 3*	n = 36	Oral chewed PK and human abuse potential clinical trial	Crushed immediate-release oxycodone tablets in solutions	§ Assess the PK (Category 2) and human abuse potential (Category 3) of XTAMPZA, intact and chewed

Intranasal PK and HAP Clinical Trial (CP-OXYDET-21)

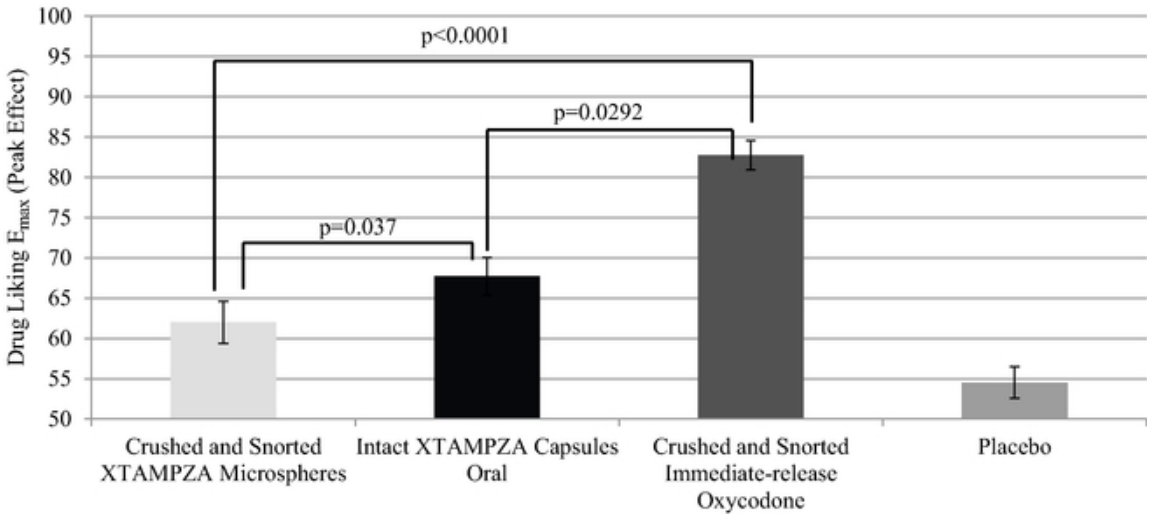
Our intranasal PK and HAP clinical trial assessed the human abuse potential of crushing and snorting XTAMPZA compared with taking intact XTAMPZA orally and with crushed and snorting immediate-release oxycodone tablets.

HAP trials are clinical trials that determine the intrinsic potential for abuse of a drug formulation. These clinical trials are conducted in a non-dependent, recreational drug abuser population and are designed to predict how probable it is that a particular drug formulation will be attractive to abusers (i.e., "liked").

This clinical trial measured drug liking, by which a drug abuser assesses how much he or she likes taking a drug using a visual analogue scale, or VAS, measured from 0 to 100, where 0 means the abuser significantly dislikes the drug, 50 means neutral, and 100 means the abuser significantly likes the drug. The primary endpoint of this clinical trial was maximum effect, or Drug Liking E_{max}, which is the maximum VAS score recorded over the 24-hour period following administration.

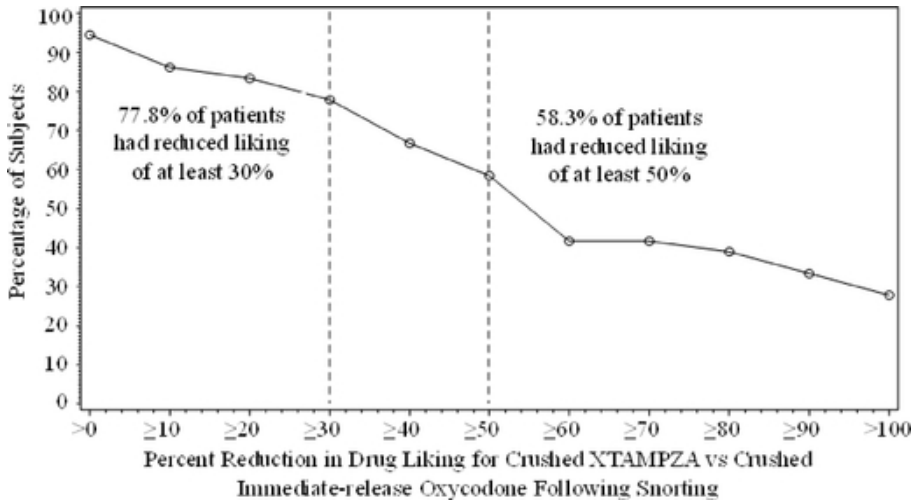
Results of the primary analysis for the XTAMPZA treatments (crushed and snorted XTAMPZA compared to intact XTAMPZA taken orally) were both significantly lower Drug Liking E_{max} when compared with the control, crushed and snorted immediate-release oxycodone ($p<0.0001$ and $p=0.0292$, respectively). Additionally, a statistically significant reduction in Drug Liking E_{max} was also found when comparing crushed and snorted XTAMPZA microspheres with intact XTAMPZA capsules taken orally ($p=0.037$).

Mean Drug Liking E_{max} (Peak Effect)



As demonstrated in the figure below, analysis of the percentage reduction in Drug Liking E_{max} score for crushed and snorted XTAMPZA relative to crushed and snorted immediate-release oxycodone demonstrated a significant response for individual patients, with approximately 58% of patients showing at least a 50% reduction in Drug Liking E_{max} and approximately 78% of patients showing at least a 30% reduction in Drug Liking E_{max}.

Percentage of Subjects Showing Reduced Drug Liking of Crushed and Snorted XTAMPZA Relative to Crushed and Snorted Immediate-Release Oxycodone



In summary, drug abusers liked crushed and snorted XTAMPZA microspheres significantly less than swallowing intact XTAMPZA capsules, and they liked swallowing intact XTAMPZA capsules significantly less than snorting immediate-release oxycodone powder. Furthermore, crushing and snorting XTAMPZA was associated with the increased incidence of mild respiratory adverse events and associated transient nasal events including irritation, burning, and facial pain among patients who crushed and snorted XTAMPZA

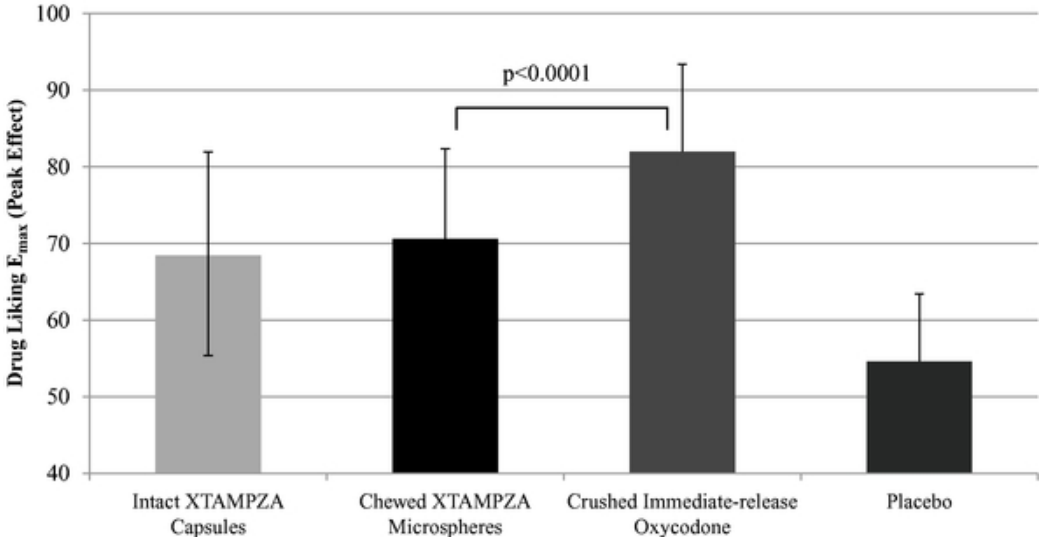
microspheres. These AEs following snorting XTAMPZA microspheres, without the addition of potentially harmful antagonist or aversive agents, may serve as a nuisance to an abuser who attempts snorting the drug.

Oral Chewed PK and HAP Clinical Trial (CP-OXYDET-24)

Our oral chewed PK and HAP clinical trial assessed the HAP of chewing XTAMPZA capsule contents compared with taking the intact XTAMPZA orally and with taking crushed immediate-release oxycodone tablets orally.

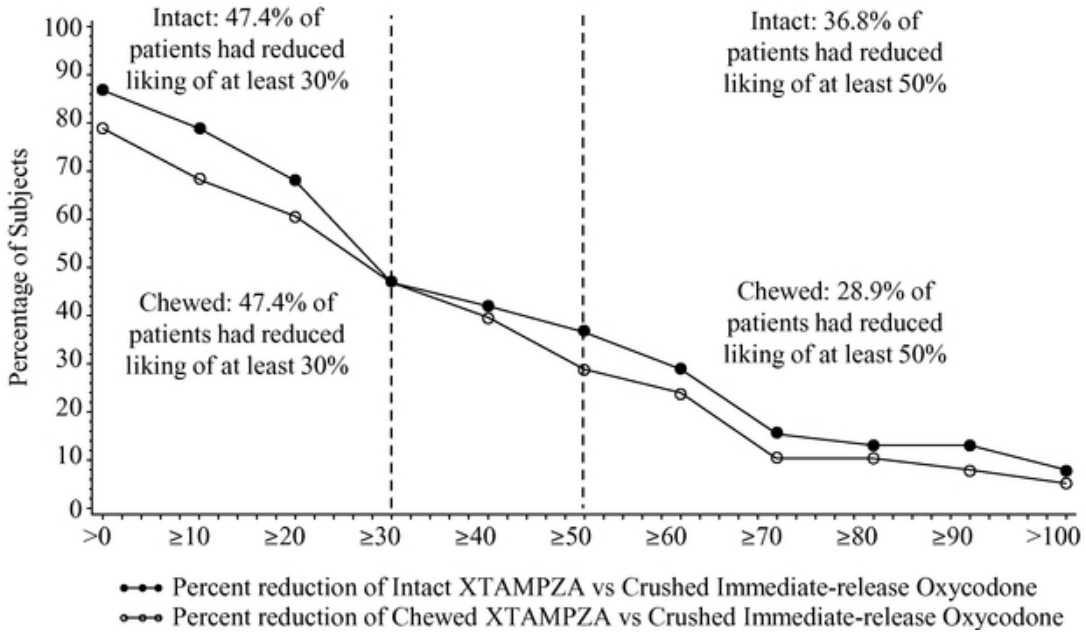
Similar to our intranasal and PK and HAP clinical trial, the primary endpoint for this clinical trial was Drug Liking E_{max} over the 24-hour period after dosing. Results of the primary analysis demonstrated that chewed XTAMPZA had significantly lower peak Drug Liking E_{max} when compared with crushed immediate-release oxycodone ($p<0.0001$). Similarly, Drug Liking E_{max} was significantly lower for intact XTAMPZA when compared with crushed immediate-release oxycodone ($p<0.0001$).

Mean Drug Liking E_{max} (Peak Effect)



The percentage reduction for intact and chewed XTAMPZA relative to crushed immediate-release oxycodone as measured by Drug Liking E_{max} is presented below. This figure shows that relative to crushed immediate-release oxycodone, chewing XTAMPZA does not markedly impact reduction in Drug Liking E_{max} compared with swallowing XTAMPZA intact. For both XTAMPZA treatments (intact and chewed), approximately 29-37% of patients showed at least a 50% reduction in Drug Liking E_{max} relative to crushed immediate-release oxycodone, and approximately 48% of patients showed at least a 30% reduction in Drug Liking E_{max} relative to crushed immediate-release oxycodone.

Percentage Reduction for XTAMPZA Intact and Chewed, Relative to Crushed Immediate-Release Oxycodone for Drug Liking VAS

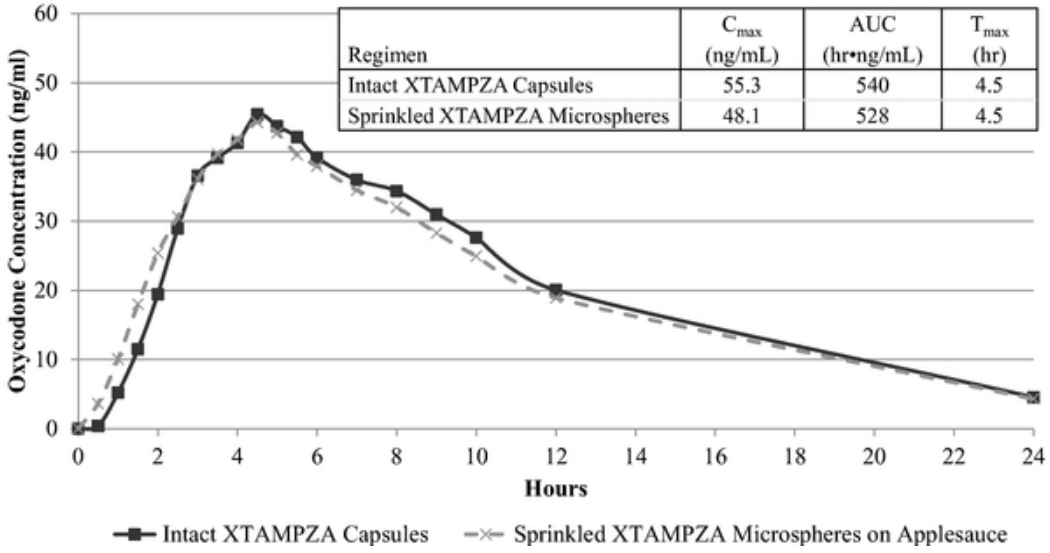


This clinical trial demonstrated that administration of chewed XTAMPZA resulted in lower Drug Liking E_{max} than swallowing crushed immediate-release oxycodone. Similarly, swallowing intact XTAMPZA resulted in lower Drug Liking E_{max} than swallowing crushed immediate-release oxycodone. This decrease in Drug Liking E_{max} for both chewed and intact oral administration of XTAMPZA suggests that the relative abuse potential of XTAMPZA is significantly lower than that of a non-abuse-deterrent formulation of crushed immediate-release oxycodone.

In conclusion, data from these Category 3 human abuse potential clinical trials demonstrated that XTAMPZA resulted in reduced Drug Liking when the drug product is chewed prior to oral administration, or when XTAMPZA is crushed and snorted, relative to immediate-release oxycodone administered by the same routes. Based on these findings, XTAMPZA may result in reduced abuse by oral or nasal routes of administration, both of which are the most common abuse routes for oxycodone.

Alternative Dosing PK Clinical Trial (CP-OXYDET-27)

CP-OXYDET-27 was an open-label, randomized, single-dose, cross-over comparison clinical trial designed to assess the safety and PK profile of XTAMPZA administered by sprinkling the XTAMPZA microspheres onto applesauce compared with administration of intact XTAMPZA. As shown in the graph below, the administration of XTAMPZA microspheres sprinkled onto applesauce did not lead to any change in their PK profile compared to intact XTAMPZA.



Regimen	C_{max} (ng/mL)	AUC (hr•ng/mL)	T_{max} (hr)
Intact XTAMPZA Capsules	55.3	540	4.5
Sprinkled XTAMPZA Microspheres	48.1	528	4.5

Manufacturing

Overview

Our product candidates are manufactured using a proprietary process. This process is reproducible, scalable and cost-efficient, and we believe that the microsphere formulation — and the related manufacturing process — is unique in the extended-release opioid market.

To date, we have produced XTAMPZA for use in our clinical trials, abuse-deterrence studies and clinical trials, and our preclinical studies at our contract manufacturing organization, Patheon. The existing Patheon facility has the capacity to support production of commercial quantities of XTAMPZA during the first several years after commercial launch. As needed, we anticipate working with Patheon to build additional and dedicated manufacturing capacity at Patheon's existing facility. Patheon has an established record of manufacturing products approved in the United States, including controlled substances.

We own all of the intellectual property, including know-how and specialized manufacturing equipment, necessary to be able to replicate the manufacturing equipment currently located at Patheon's facility at an alternative location (and with an alternative vendor) if necessary.

Drug Substances

The active ingredient used in XTAMPZA, oxycodone base, is an odorless white crystalline powder. We currently procure this active ingredient pursuant to a commercial supply agreement with a U.S.-based manufacturer and expect to continue to do so as we scale up production in anticipation of commercialization. If our current supplier is unable to supply oxycodone base in the quantities and at the times we require it, we are aware of other suppliers who we would expect to be able to satisfy our commercial orders.

Oxycodone base is classified as a narcotic controlled substance under U.S. federal law. We expect that XTAMPZA and our other product candidates will be classified by the U.S. Drug Enforcement Administration,

or DEA, as Schedule II controlled substances, meaning that they have a high potential for abuse and dependence among drugs that are recognized as having an accepted medical use. Consequently, we expect that the manufacturing, shipping, dispensing and storing of our product candidates will be subject to a high degree of regulation, as described in more detail under the caption "— Governmental Regulation — DEA Regulation."

Marketing and Commercialization

We intend to commercialize XTAMPZA and our other product candidates in the United States, if approved, with a direct sales force. We plan to out-license XTAMPZA in other countries, such as Canada and Japan.

The members of our management team, who will lead the commercialization of XTAMPZA, if approved, have substantial experience in pharmaceutical sales and marketing. If XTAMPZA is approved for marketing in the United States, we intend to hire or contract for a dedicated field sales force, initially consisting of approximately 100 sales professionals, to target the approximately 10,000 physicians who write more than 50% of the branded extended-release oral opioid prescriptions in the United States, with a primary focus on pain specialists. In addition, we plan to deploy a focused sales force to call on institutions where patients require extended-release opioids, such as skilled nursing or hospice facilities. In addition, we expect to employ medical sales liaisons, or MSLs, to respond to clinician inquiries about XTAMPZA. We also plan to employ a market-access team to support our formulary approval and payor contracting.

We are continuing to develop our commercialization strategy with the input of key opinion leaders in the field of pain management, as well as healthcare practitioners. Internally, we have begun pre-commercialization activities for XTAMPZA, such as developing positioning and messaging campaigns, a publication strategy, initiatives with payor organizations, and distribution and national accounts strategies. Our marketing strategy is expected to include increasing awareness of differences between XTAMPZA and OxyContin OP, the hazards of opioids that are not abuse-deterrent, and increasing awareness of solutions for patients with CPD who require or would benefit from extended-release opioids.

Intellectual Property

We regard the protection of patents, designs, trademarks and other proprietary rights that we own or license as critical to our success and competitive position. Our patent portfolio directed toward XTAMPZA and our DETERx technology consists of six issued patents in the United States, two pending applications in the European Union and one issued patent in each of Canada, Japan and Australia. In addition, we have six patent applications pending in the United States, and two pending foreign patent applications (excluding Europe), in Japan and Canada. Our issued U.S. patents are projected to expire in 2023 and 2025, and our pending patent applications in the United States, if issued, would be projected to expire in 2023 and 2030. In addition, we use a unique and proprietary process to manufacture our products that requires significant know-how, which we currently protect as trade secrets.

Our policy is to patent the technology, inventions and improvements that we consider important to the development of our business, but only in those cases in which we believe that the costs of obtaining patent protection is justified by the commercial potential of the technology, and typically only in those jurisdictions that we believe present significant commercial opportunities to us. We have concluded that some of our technology is best protected as proprietary know-how, rather than through obtaining patents. In some cases, we publish the invention such that it becomes prior art in order for us to secure freedom to operate and to prevent a third party from patenting the invention before us. Our technology and products are not in-licensed from any third party, and we own all of the rights to our product candidates. We believe we have freedom to operate in the United States and other countries, but there can be no assurance that other companies, known and unknown, will not attempt to assert their intellectual property against us.

We also rely on trademarks and trade designs to develop and maintain our competitive position. We have received trademark registration for Collegium Pharmaceutical, Inc., DETERx, and XTAMPZA ER in the United States.

We also depend upon the skills, knowledge and experience of our scientific and technical personnel, as well as that of our advisors, consultants and other contractors. To help protect our proprietary know-how that is not patentable, we rely on trade secret protection and confidentiality agreements to protect our interests. To this end, we generally require our employees, consultants and advisors to enter into confidentiality agreements prohibiting the disclosure of confidential information and, in some cases, requiring disclosure and assignment to us of the ideas, developments, discoveries and inventions important to our business. Additionally, these confidentiality agreements require that our employees, consultants and advisors do not bring to us, or use without proper authorization, any third party's proprietary technology.

Expected Litigation and Litigation Strategy

We filed the NDA for XTAMPZA as a 505(b)(2) application, which allows us to reference data from an approved drug listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (commonly known as the Orange Book), in this case OxyContin OP. The 505(b)(2) process requires that we certify to the FDA and notify Purdue, as the holder of the NDA and any other Orange Book-listed patent owners, that we do not infringe any of the patents listed for OxyContin OP in the Orange Book, or that the patents are invalid. Under the Hatch-Waxman Act of 1984, Purdue can then elect to sue us for infringement, and if they do, receive a stay of up to 30 months before the FDA can issue a final approval for XTAMPZA, unless the stay is earlier terminated.

In order to commercialize XTAMPZA, we will need both FDA approval and to dispose of any lawsuit filed by Purdue (or wait until the expiration of the 30-month stay imposed by such litigation). We have planned for the lawsuit from Purdue and we do not believe we infringe Purdue's patents.

The FDA is entitled to give XTAMPZA a tentative approval before the 30-month stay has expired, which means the product is approved, subject to the expiration of the 30-month period or termination of the stay. If we receive a court order that the listed patents are invalid or not infringed, or if we settle any litigation before the 30-month period expires, the FDA can then provide final approval of XTAMPZA prior to the expiration of the 30-month period, at which point the product can be marketed. Our certification letter to Purdue and the other Orange Book-listed patent owners documents why XTAMPZA does not infringe any of the Orange Book-listed patents for OxyContin OP, or the OxyContin Patents, which fall into three general categories, as follows:

- *High molecular weight poly(ethylene oxide)/polymer patents:* Some of the OxyContin Patents describe a formulation containing a significant amount of high molecular weight poly(ethylene oxide) or polyalkalene oxide, which creates a hard tablet that is difficult to crush. Some of these OxyContin Patents claim specific manufacturing methods and curing conditions that are intended to create hard tablets. The formulation described in our NDA for XTAMPZA does not contain any high molecular weight component and is manufactured under different conditions from those claimed by the OxyContin Patents.

- *Oxycodone HCl or preferential removal of 14-hydroxycodeinione patents:* Some of the OxyContin Patents describe oxycodone compositions, formulations and manufacturing processes that use oxycodone HCl as the active ingredient and thus require preferential removal of the toxic intermediary 14-hydroxycodeinone. The formulation described in our NDA uses an oxycodone base rather than oxycodone HCl, and does not require the preferential removal of 14-hydroxycodeinone.

- *Viscosity-increasing patents:* Some of the OxyContin Patents describe the addition of viscosity-increasing agents as a method of abuse deterrence. The formulation described in our NDA does not contain any viscosity-increasing agent and, unlike OxyContin OP, does not form a gel when placed in an aqueous liquid.

Our certification letter to Purdue also notes that five of the 11 Orange Book-listed patents for OxyContin OP stand invalidated by the Federal District Court for the Southern District of New York, subject to a pending appeal.

Despite this, we anticipate that Purdue will sue us for patent infringement as a possible means to delay the launch of XTAMPZA. We have engaged experienced litigation counsel, who has worked carefully with us to construct a strategy to prevail in any litigation that arises as expeditiously as possible.

Our Strategy

Our goal is to become the leading marketer of abuse-deterrent extended-release opioids and other commonly abused products. Key elements of our strategy to achieve this goal are to:

- *Establish our leadership position by obtaining approval to market XTAMPZA with a best-in-class abuse-deterrent label.* If approved, we expect to receive differentiated abuse-deterrent claims in the XTAMPZA label compared to other approved abuse-deterrent opioids, which will allow us to detail XTAMPZA to physicians and highlight its unique abuse-deterrent characteristics.

- *Commercialize XTAMPZA in the United States ourselves.* Our management team has extensive experience commercializing pharmaceutical products, and we intend to establish sales, marketing and reimbursement functions to commercialize XTAMPZA in the United States. Initially, we plan to detail XTAMPZA to approximately 10,000 physicians who write more than 50% of the branded extended-release oral opioid prescriptions in the United States with a sales team of approximately 100 sales representatives. In addition, we plan to deploy a separate, focused sales team to detail XTAMPZA to nursing homes, hospices, and other institutions treating large populations of elderly and patients who need chronic pain relief.

- *Establish XTAMPZA as the treatment of choice for patients with CPD.* In addition to positioning XTAMPZA as the superior abuse-deterrent, extended-release formulation of oxycodone, we intend to position XTAMPZA as the treatment of choice for patients with CPD. There are currently no approved, abuse-deterrent, extended-release products designed for this patient segment consisting of over 11 million patients in the United States. If approved with product labeling for sprinkling XTAMPZA microspheres directly in the mouth or on food, as well as administering the microspheres through feeding tubes, XTAMPZA would be the only abuse-deterrent, extended-release product designed to be suitable for this patient group.

- *Establish strategic collaborations to accelerate and maximize the potential of our product candidates worldwide.* We intend to seek strategic collaborations with other pharmaceutical companies to commercialize our product candidates outside the United States and to develop certain of our product candidates that are outside of our core therapeutic focus. We believe that we are an attractive partner for pharmaceutical companies due to the strength of our abuse-deterrent technology.

- *Advance other product candidates that incorporate our DETERx platform technology.* We have multiple opioid product candidates at different stages of development. We have an IND application on file for COL-172, an abuse-deterrent, extended-release oxymorphone for the treatment of chronic pain, which has been granted Fast Track status by the FDA. We have also begun advancing our development program for COL-195, an abuse-deterrent, extended-release hydrocodone for the treatment of chronic pain. We target beginning clinical trials for our second product candidate by the first quarter of 2016. In addition, we have COL-171, a proprietary preclinical DETERx extended-release, abuse-deterrent methylphenidate formulation for the treatment of attention deficit hyperactive disorder, which we plan to advance with a partner.

- *Acquire additional products and product candidates.* We may identify and license, co-promote or acquire products or product candidates being developed for pain indications and other complementary products.

We are continuing to develop our commercialization strategy with the input of key opinion leaders in the field of pain management, as well as healthcare practitioners and quality improvement organizations. Internally, we have begun pre-commercialization initiatives for XTAMPZA, such as developing positioning and messaging campaigns, a publication strategy, initiatives with payor organizations, and distribution and national accounts strategies.

Competition

Our industry is characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary products. We face competition and potential competition from a number of sources, including pharmaceutical and biotechnology companies, generic drug companies, drug delivery companies and academic and research institutions. Most of the existing and potential competitors have significantly more financial and other resources than we do.

Currently, the only opioid drugs on the market for chronic pain relief that have an abuse-deterrent label are OxyContin OP and Hysingla®, both of which are marketed by Purdue, and Embeda, which is marketed by Pfizer. In addition, there is one other approved extended-release opioid that has abuse-deterrent labeling — Targiniq from Purdue — which is not currently on the market. Hysingla is a once a day hydrocodone extended-release product. Embeda is a combination of morphine and naltrexone, an opioid antagonist that can be sprinkled on soft food but contains a black box warning label stating that "crushing, dissolving or chewing can cause rapid release and absorption of a potentially fatal dose of the active drug." Targiniq is a combination of oxycodone and naloxone, an opioid antagonist. A number of other large and small companies are developing abuse-deterrent drugs for chronic pain, including Teva Pharmaceutical Industries Ltd., Endo Health Solutions Inc., Nektar Therapeutics, Egalet Corporation, Inspirion Delivery Technologies, LLC, and KemPharm, Inc.

We believe the key competitive factors that will affect the development and commercial success of our product candidates include their degree of abuse deterrence, bioavailability, therapeutic efficacy, and convenience of dosing and distribution, as well as their safety, cost and tolerability profiles. XTAMPZA may also face competition from commercially available generic and branded extended-release and long-acting opioid drugs other than oxycodone, including fentanyl, hydromorphone, oxymorphone and methadone, as well as opioids that are currently in clinical development.

If approved, XTAMPZA would compete against Purdue's OxyContin OP for the treatment of patients experiencing pain severe enough to require around-the-clock analgesia. Although no generic oxycodone products are currently commercially available, and although the FDA has not issued guidance on the regulatory pathway for generic abuse-deterrent products, it is possible that generic forms of OxyContin OP could become available, in which case XTAMPZA would compete with any such generic oxycodone products.

Additionally, we are aware of companies in late-stage development of abuse-deterrent oxycodone product candidates, including Pain Therapeutics' Remoxy®, a formulation of oxycodone, and Pfizer's ALO-02, a formulation of oxycodone and naltrexone. If these products are successfully developed and approved for marketing, they could represent significant competition for XTAMPZA. It is also possible that a company that has developed an abuse-deterrent technology could initiate an abuse-deterrent oxycodone program at any time.

Government Regulation

FDA Approval Process

In the United States, pharmaceutical products are subject to extensive regulation by the FDA. The FD&C Act and other federal and state statutes and regulations, govern, among other things, the research, development, testing, manufacture, storage, recordkeeping, approval, labeling, promotion and marketing, distribution, post-approval monitoring and reporting, sampling, and import and export of pharmaceutical products. Failure to comply with applicable U.S. requirements may subject a company to a variety of administrative or judicial sanctions, such as warning or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, withdrawal of the product from the market, injunctions, fines, civil penalties, and criminal prosecution. Failure to meet FDA requirements for approval would also result in a medication not being approved for marketing.

The process of developing a pharmaceutical and obtaining FDA approval to market the medication in the United States typically involves:

- § completion of preclinical laboratory and animal testing and formulation studies in compliance with the FDA's good laboratory practices, or GLP, regulation;
- § submission to the FDA of an IND for human clinical testing, which must become effective before human clinical trials may begin in the United States;
- § approval by an independent institutional review board, or IRB, at each clinical trial site before each trial may be initiated;
- § performance of adequate and well-controlled human clinical trials in accordance with current good clinical practices, or GCP, to establish the safety and efficacy of the proposed drug product for each indication for which FDA approval is sought;
- § satisfactory completion of an FDA pre-approval inspection of the facility or facilities at which the product is manufactured to assess compliance with the FDA's cGMP regulations;
- § submission to the FDA of an NDA;
- § satisfactory completion of a potential review by an FDA advisory committee, if applicable; and
- § FDA review and approval of the NDA.

Satisfaction of FDA pre-market approval requirements typically takes many years and the actual time required may vary substantially based upon the type, complexity, and novelty of the product or disease.

Preclinical tests include laboratory evaluation of product chemistry, formulation, stability and toxicity, as well as animal studies to assess the characteristics and potential safety and efficacy of the product. The conduct of the preclinical tests must comply with federal regulations and requirements, including GLPs. The results of preclinical testing are submitted to the FDA as part of an IND along with other information, including information about product chemistry, manufacturing and controls, and a proposed clinical trial protocol. Long-term preclinical tests, such as animal tests of reproductive toxicity and carcinogenicity, may continue after the IND is submitted.

The IND automatically becomes effective 30 days after receipt by FDA unless, within the 30-day time period, the FDA raises concerns or questions relating to one or more proposed clinical trials and places the clinical trial on hold, including concerns that human research subjects will be exposed to unreasonable health risks. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin.

Clinical trials involve the administration of the investigational new drug to healthy volunteers or subjects under the supervision of a qualified investigator. Clinical trials must be conducted: (i) in compliance with federal regulations, including GCP, an international standard meant to protect the rights, safety and wellbeing of subjects and to define the roles of clinical trial sponsors, administrators, and monitors; and (ii) under protocols detailing, among other things, the objectives of the trial, the parameters to be used in monitoring safety, and any effectiveness criteria to be evaluated. Each protocol involving testing on U.S. subjects and subsequent protocol amendments must be submitted to the FDA as part of the IND.

GCP requirements include that all research subjects provide their informed consent in writing for their participation in any clinical trial. An independent IRB for each site proposing to conduct the clinical trial must review and approve the informed consent information as well as the clinical trial protocol before the trial commences at that site, and must monitor the study until completed. The FDA or the IRB may order the temporary or permanent discontinuation of a clinical trial at any time and on various grounds, particularly upon the belief that the clinical trial either is not being conducted in accordance with FDA requirements or presents an unacceptable risk to the clinical trial subjects, or impose other conditions.

Clinical trials to support NDAs for marketing approval are typically conducted in three sequential phases, but the phases may overlap or be combined. In Phase 1, the drug is initially introduced into healthy human subjects or patients, and is tested to assess safety, dose tolerance, absorption, metabolism, PK,

pharmacological actions, side effects associated with increasing doses, and, if possible, early evidence on effectiveness. Phase 2 usually involves trials in a limited patient population to determine the effectiveness of the drug for a particular indication, dosage tolerance, and optimum dosage, and to identify common AEs and safety risks. Multiple Phase 2 trials may be conducted by the sponsor to obtain information prior to beginning larger and more extensive Phase 3 clinical trials. If a compound demonstrates evidence of effectiveness and an acceptable safety profile in Phase 2 evaluations, Phase 3 trials are undertaken to obtain the additional information about clinical efficacy and safety in a larger number of subjects, typically at geographically dispersed clinical trial sites, to permit the FDA to evaluate the overall benefit-risk relationship of the drug and to provide adequate information for the labeling of the drug. In most cases, the FDA requires two adequate and well controlled Phase 3 clinical trials to demonstrate the efficacy of the drug. A single Phase 3 trial with other confirmatory evidence may be sufficient in rare instances where the clinical trial is a large multicenter trial demonstrating internal consistency and a statistically very persuasive finding of a clinically meaningful effect on mortality, irreversible morbidity or prevention of a disease with a potentially serious outcome and confirmation of the result in a second trial would be practically or ethically impossible. Sponsors of clinical trials generally must register and report key parameters of certain clinical trials at the NIH-maintained website ClinicalTrials.gov.

After completion of the required clinical testing, an NDA is prepared and submitted to the FDA. FDA approval of the NDA is required before marketing of the product may begin in the United States. The NDA must include the results of all preclinical, clinical, and other testing and a compilation of data relating to the product's pharmacology, chemistry, manufacture, and controls. The cost of preparing and submitting an NDA is substantial. The submission of most NDAs is additionally subject to a substantial application user fee, currently set at $2,335,200, and the manufacturer and/or sponsor under an approved new drug application are also subject to annual product and establishment user fees, currently set at $110,370 per product and $569,200 per establishment. These fees are typically increased annually.

The FDA has 60 days from its receipt of an NDA to determine whether the application will be accepted for filing based on the agency's threshold determination that it is sufficiently complete to permit substantive review. Rather than accept an NDA for filing, then FDA may request additional information. In this event, the NDA must be resubmitted with the additional information and may be subject to payment of additional user fees. The resubmitted application is also subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review. The FDA has established certain performance goals for the review of new drug applications. The agency endeavors to review applications for standard review drug products within 10 to 12 months of the acceptance for filing, and aims to review applications for drugs granted priority review, which may apply to drugs that the FDA determines offer major advances in treatment or provide a treatment where no adequate therapy exists, within six to eight months. The review process for both standard and priority review may be extended by FDA for three additional months to consider certain late-submitted information, or information intended to clarify information already provided in the submission.

The FDA may also refer applications for novel drug products, or drug products that present difficult questions of safety or efficacy, to an advisory committee — typically a panel that includes clinicians and other experts — for review, evaluation, and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendation of an advisory committee, but it generally follows such recommendations. In addition, before approving an NDA, the FDA will typically inspect one or more clinical sites to assure compliance with GCP. Additionally, the FDA will inspect the facility or the facilities at which the drug is manufactured. The FDA will not approve the product unless compliance with cGMP is satisfactory and the NDA contains data that provide substantial evidence that the drug is safe and effective in the indication studied.

After the FDA evaluates the NDA and the manufacturing facilities, it issues either an approval letter or a complete response letter to indicate that the review cycle for an application is complete and that the application is not ready for approval. A complete response letter generally outlines the deficiencies in the

submission and may require substantial additional testing, or information, in order for the FDA to reconsider the application. Even with submission of this additional information, the FDA may ultimately decide that an application does not satisfy the regulatory criteria for approval. If, and when, those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the NDA, the FDA will issue an approval letter. The FDA has committed to reviewing such resubmissions in two or six months depending on the type of information included.

An approval letter authorizes commercial marketing of the drug with specific prescribing information for specific indications. Changes to certain of the conditions established in an approved application, including changes in indications, labeling, or manufacturing processes or facilities, require submission and FDA approval of a new NDA or NDA supplement before the change can be implemented, which may require us to develop additional data or conduct additional preclinical studies and clinical trials. An NDA supplement for a new indication typically requires clinical data similar to that in the original application, and the FDA uses similar procedures and actions in reviewing NDA supplements as it does in reviewing NDAs.

REMS

The FDA has the authority to require a Risk Evaluation and Mitigation Strategy, or REMS, as a condition of the approval of an NDA or after approval to ensure that the benefits of a drug outweigh its risks. In determining whether a REMS is necessary, the FDA must consider the size of the population likely to use the drug, the seriousness of the disease or condition to be treated, the expected benefit of the drug, the duration of treatment, the seriousness of known or potential adverse events, and whether the drug is a new molecular entity. If the FDA determines a REMS is necessary for a new drug, the drug sponsor must submit a proposed REMS plan as part of its NDA prior to approval. The FDA may also impose a REMS requirement on a drug already on the market if the FDA determines, based on new safety information, that a REMS is necessary to ensure that the drug's benefits continue to outweigh its risks. A REMS can include medication guides, communication plans for healthcare professionals, and elements to assure safe use, or ETASU. ETASU can include, but are not limited to, special training or certification for prescribing or dispensing, dispensing only under certain circumstances, special monitoring, and the use of patient registries. In addition, the REMS must include a timetable to periodically assess the strategy, at a minimum, at 18 months, three years, and seven years after the REMS approval. The requirement for a REMS can materially affect the potential market and profitability of a drug.

In February 2009, the FDA informed manufacturers of certain opioid products that it would require a REMS for their opioid drug products. Subsequently, the FDA initiated efforts to develop a new standardized REMS for these opioid medications to ensure their safe use, and in July 2012, approved a class-wide REMS for extended-release and long-acting opioid products. Extended-release formulations of oxycodone, morphine, hydrocodone and hydromorphone, for example, are required to have a REMS. Manufacturers subject to this class-wide REMS must work together to implement the REMS as part of a single shared system to reduce the burden of the REMS on the healthcare system. The central component of the extended release/long acting opioid REMS program is an education program for prescribers and patients. Specifically, the REMS includes a Medication Guide available for distribution to patients who are dispensed the drug, as well as a number of ETASU. These ETASU include training for healthcare professionals who prescribe the drug; information provided to prescribers that they can use to educate patients in the safe use, storage, and disposal of opioids; and information provided to prescribers of the existence of the REMS and the need to successfully complete the necessary training. Prescriber training required as part of the REMS is conducted by accredited, independent continuing education providers, without cost to healthcare professionals, under unrestricted grants funded by the opioid analgesic manufacturers. Moreover, REMS assessments must be submitted on an annual basis to assess the extent to which the ETASU are meeting the goals of the REMS and whether the goals or elements should be modified.

Advertising and Promotion

The FDA and other federal regulatory agencies closely regulate the marketing and promotion of drugs through, among other things, standards and regulations for direct-to-consumer advertising, communications

regarding unapproved uses, industry-sponsored scientific and educational activities, and promotional activities involving the Internet. A product cannot be commercially promoted before it is approved. After approval, product promotion can include only those claims relating to safety and effectiveness that are consistent with the labeling approved by the FDA. Healthcare providers are permitted to prescribe drugs for "off-label" uses — that is, uses not approved by the FDA and therefore not described in the drug's labeling — because the FDA does not regulate the practice of medicine. However, FDA regulations impose stringent restrictions on manufacturers' communications regarding off-label uses. Failure to comply with applicable FDA requirements and restrictions in this area may subject a company to adverse publicity and enforcement action by the FDA, the U.S. Department of Justice, or the Office of the Inspector General of the U.S. Department of Health and Human Services, or HHS, as well as state authorities. This could subject a company to a range of penalties that could have a significant commercial impact, including civil and criminal fines and agreements that materially restrict the manner in which a company promotes or distributes drug products.

Post-Approval Requirements

Once an NDA is approved, a product will be subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to drug listing and registration, recordkeeping, periodic reporting, product sampling and distribution, adverse event reporting and advertising, marketing and promotion restrictions.

Adverse event reporting and submission of periodic reports is required following FDA approval of an NDA. The FDA also may require post-market testing, known as Phase 4 testing, REMS, and surveillance to monitor the effects of an approved product, or the FDA may place conditions on an approval that could restrict the distribution or use of the product. In addition, quality control, drug manufacture, packaging, and labeling procedures must continue to conform to cGMPs after approval. Drug manufacturers and certain of their subcontractors are required to register their establishments with FDA and certain state agencies. Registration subjects entities to periodic announced or unannounced inspections by the FDA or these state agencies, during which the agency inspects manufacturing facilities to assess compliance with cGMPs. Accordingly, manufacturers must continue to expend time, money, and effort in the areas of production and quality control to maintain compliance with cGMPs. Regulatory authorities may withdraw product approvals or request product recalls if a company fails to comply with regulatory standards, if it encounters problems following initial marketing, or if previously unrecognized problems are subsequently discovered. In addition, other regulatory actions may be taken, including, among other things, warning letters, the seizure of products, injunctions, consent decrees placing significant restrictions on or suspending manufacturing operations, refusal to approve pending applications or supplements to approved applications, civil penalties, and criminal prosecution.

As part of the sales and marketing process, pharmaceutical companies frequently provide samples of approved drugs to physicians. The Prescription Drug Marketing Act, or PDMA, and associated regulations, impose certain recordkeeping and reporting requirements and other limitations on the distribution of drug samples to physicians. The PDMA also requires that state licensing of distributors who distribute prescription drugs meet certain federal guidelines that include minimum standards for storage, handling and record keeping. In addition, the PDMA and a growing majority of states also impose certain drug pedigree requirements on the sale and distribution of prescription drugs. The PDMA sets forth civil and criminal penalties for violations. In 2010, a statutory provision was enacted that required manufacturers and authorized distributors of record to report on an annual basis certain information about prescription drug samples they distributed. The FDA issued a draft compliance policy guide on the reporting requirement. The FDA stated that it would exercise enforcement discretion with regard to companies that have not submitted reports until the FDA finalizes the reporting requirement and/or provides notice that it is revising its exercise of enforcement discretion.

The FDA may require post-approval studies and clinical trials if the FDA finds that scientific data, including information regarding related drugs, deem it appropriate. The purpose of such studies would be to assess a

known serious risk or signals of serious risk related to the drug or to identify an unexpected serious risk when available data indicate the potential for a serious risk. The FDA may also require a labeling change if it becomes aware of new safety information that it believes should be included in the labeling of a drug.

The Hatch-Waxman Amendments

Orange Book Listing

In seeking approval for a drug through an NDA, applicants are required to list with the FDA each patent whose claims cover the applicant's product. Upon approval of a drug, each of the patents listed in the application for the drug is then published in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations, commonly known as the Orange Book. Drugs listed in the Orange Book can, in turn, be cited by potential generic competitors in support of approval of an abbreviated NDA, or ANDA. An ANDA provides for marketing of a drug product that has the same active ingredient in the same strengths and dosage form as the listed drug and has been shown through bioequivalence testing to be therapeutically equivalent to the listed drug. Other than the requirement for bioequivalence testing, ANDA applicants are not required to conduct, or submit results of, preclinical or clinical tests to prove the safety or efficacy of their drug product. Drugs approved in this way are commonly referred to as "generic equivalents" to the listed drug, and can often be substituted by pharmacists under prescriptions written for the original listed drug.

The ANDA applicant is required to make certain certifications to the FDA concerning any patents listed for the approved product in the FDA's Orange Book. Specifically, the applicant must certify that: (i) the required patent information has not been filed; (ii) the listed patent has expired; (iii) the listed patent has not expired, but will expire on a particular date and approval is sought after patent expiration; or (iv) the listed patent is invalid or will not be infringed by the new product. The ANDA applicant may also elect to submit a section viii statement certifying that its proposed ANDA label does not contain (or carves out) any language regarding the patented method-of-use rather than make certifications concerning a listed method-of-use patent. If the applicant does not challenge the listed patents, the ANDA application will not be approved until all the listed patents claiming the referenced product have expired.

A certification that the new product will not infringe the already approved product's listed patents, or that such patents are invalid, is called a Paragraph IV certification. If the ANDA applicant has provided a Paragraph IV certification to the FDA, the applicant must also send notice of the Paragraph IV certification to the NDA and patent holders once the ANDA has been accepted for filing by the FDA. The NDA and patent holders may then initiate a patent infringement lawsuit in response to the notice of the Paragraph IV certification. The filing of a patent infringement lawsuit within 45 days of the receipt of a Paragraph IV certification automatically prevents the FDA from approving the ANDA until the earlier of 30 months, expiration of the patent, settlement of the lawsuit, or a decision in the infringement case that is favorable to the ANDA applicant.

The ANDA application also will not be approved until any applicable non-patent exclusivity listed in the Orange Book for the referenced product has expired.

Exclusivity

Upon NDA approval of a new chemical entity, or NCE, which is a drug that contains no active moiety that has been approved by FDA in any other NDA, that drug receives five years of marketing exclusivity during which FDA cannot receive any ANDA seeking approval of a generic version of that drug or any Section 505(b)(2) NDA, discussed in more detail below, that relies on the FDA's findings regarding that drug. A drug may obtain a three-year period of exclusivity for a change to the drug, such as the addition of a new indication to the labeling or a new formulation, during which FDA cannot approve an ANDA or any Section 505(b)(2) NDA, if the supplement includes reports of new clinical trials (other than bioavailability clinical trials) essential to the approval of the supplement.

An ANDA may be submitted one year before NCE exclusivity expires if a Paragraph IV certification is filed. If there is no listed patent in the Orange Book, there may not be a Paragraph IV certification, and, thus, no ANDA may be filed before the expiration of the exclusivity period.

Section 505(b)(2) NDAs

Generally, drug products obtain FDA marketing approval pursuant to an NDA or an ANDA. A third alternative is a Section 505(b)(2) NDA, which enables the applicant to rely, in part, on data not developed by the applicant, such as the FDA's findings of safety and efficacy in the approval of a similar product or published literature in support of its application.

Section 505(b)(2) NDAs may provide an alternate path to FDA approval for new or improved formulations or new uses of previously approved products. Section 505(b)(2) permits the filing of an NDA where at least some of the information required for approval comes from clinical trials not conducted by, or for, the applicant and for which the applicant has not obtained a right of reference. If the Section 505(b)(2) applicant can establish that reliance on FDA's previous findings of safety and efficacy is scientifically appropriate, it may eliminate the need to conduct certain preclinical or clinical trials of the new product. The FDA may also require companies to perform additional clinical trials or provide additional materials to support the change from the approved product. The FDA may then approve the new product candidate for all, or some, of the label indications for which the referenced product has been approved, as well as for any new indication sought by the Section 505(b)(2) applicant.

To the extent that the Section 505(b)(2) applicant is relying on the FDA's findings of safety and effectiveness for an already approved product, the applicant is required to certify to the FDA concerning any patents listed for the approved product in the Orange Book to the same extent that an ANDA applicant would. Thus approval of a Section 505(b)(2) NDA can be stalled until all the listed patents claiming the referenced product have expired; until any non-patent exclusivity, such as exclusivity for obtaining approval of a new chemical entity, listed in the Orange Book for the referenced product has expired; and, in the case of a Paragraph IV certification and subsequent patent infringement suit, until the earlier of 30 months, settlement of the lawsuit or a decision in the infringement case that is favorable to the Section 505(b)(2) applicant. As with traditional NDAs, a Section 505(b)(2) NDA may be eligible for three-year marketing exclusivity, assuming the NDA includes reports of new clinical trials (other than bioavailability clinical trials) essential to the approval of the NDA.

Disclosure of Clinical Trial Information

Sponsors of clinical trials of FDA-regulated products, including drugs, are required to register and disclose certain clinical trial information. Information related to the product, patient population, phase of investigation, clinical trial sites and investigators, and other aspects of the clinical trial is then made public as part of the registration. Sponsors are also obligated to post certain information regarding the results of their clinical trials after completion. Disclosure of the results of these trials can be delayed until the new product or new indication being studied has been approved. Competitors may use this publicly available information to gain knowledge regarding the progress of development programs.

DEA Regulation

Our lead product candidate, XTAMPZA, if approved, will be regulated as a "controlled substance" as defined in the Controlled Substances Act, or CSA, which establishes registration, security, recordkeeping, reporting, storage, distribution, importation, exportation and other requirements administered by the DEA. The DEA regulates the handling of controlled substances through a closed chain of distribution. This control extends to the equipment and raw materials used in their manufacture and packaging, in order to prevent loss and diversion into illicit channels of commerce.

The DEA regulates controlled substances as Schedule I, II, III, IV or V substances. Schedule I substances by definition have no established medicinal use, and may not be marketed or sold in the United States. A pharmaceutical product may be listed as Schedule II, III, IV or V, with Schedule II substances considered to

present the highest risk of abuse and Schedule V substances the lowest relative risk of abuse among such substances. Schedule II drugs are those that meet the following characteristics:

- high potential for abuse;
- currently accepted medical use in treatment in the United States or a currently accepted medical use with severe restrictions;
- abuse may lead to severe psychological or physical dependence; and
- are considered "dangerous."

We expect that XTAMPZA, an abuse-deterrent oral formulation of oxycodone, will be listed by the DEA as a Schedule II controlled substance under the CSA. Consequently, the manufacturing, shipping, storing, selling and using of the products will be subject to a high degree of regulation. Schedule II drugs are subject to the strictest requirements for registration, security, recordkeeping and reporting. Also, distribution and dispensing of these drugs are highly regulated. For example, all Schedule II drug prescriptions must be signed by a physician, physically presented to a pharmacist and may not be refilled without a new prescription.

Annual registration is required for any facility that manufactures, distributes, dispenses, imports or exports any controlled substance. The registration is specific to the particular location, activity and controlled substance schedule. For example, separate registrations are needed for import and manufacturing, and each registration will specify which schedules of controlled substances are authorized.

The DEA typically inspects a facility to review its security measures prior to issuing a registration. Security requirements vary by controlled substance schedule, with the most stringent requirements applying to Schedule I and Schedule II substances. Required security measures include background checks on employees and physical control of inventory through measures such as cages, surveillance cameras and inventory reconciliations. Records must be maintained for the handling of all controlled substances, and periodic reports made to the DEA, for example distribution reports for Schedule I and II controlled substances, Schedule III substances that are narcotics, and other designated substances. Reports must also be made for thefts or losses of any controlled substance, and to obtain authorization to destroy any controlled substance. In addition, special permits and notification requirements apply to imports and exports of narcotic drugs.

In addition, a DEA quota system controls and limits the availability and production of controlled substances in Schedule I or II. Distributions of any Schedule I or II controlled substance must also be accompanied by special order forms, with copies provided to the DEA. Because XTAMPZA is expected to be regulated as a Schedule II controlled substance, it will be subject to the DEA's production and procurement quota scheme. The DEA establishes annually an aggregate quota for how much oxycodone may be produced in total in the United States based on the DEA's estimate of the quantity needed to meet legitimate scientific and medicinal needs. The limited aggregate amount of opioids that the DEA allows to be produced in the United States each year is allocated among individual companies, who must submit applications annually to the DEA for individual production and procurement quotas. We and our contract manufacturers must receive an annual quota from the DEA in order to produce or procure any Schedule I or Schedule II substance, including oxycodone base for use in manufacturing XTAMPZA. The DEA may adjust aggregate production quotas and individual production and procurement quotas from time to time during the year, although the DEA has substantial discretion in whether or not to make such adjustments.

To enforce these requirements, the DEA conducts periodic inspections of registered establishments that handle controlled substances. Failure to maintain compliance with applicable requirements, particularly as manifested in loss or diversion, can result in administrative, civil or criminal enforcement action that could have a material adverse effect on our business, results of operations and financial condition. The DEA may seek civil penalties, refuse to renew necessary registrations or initiate administrative proceedings to revoke those registrations. In certain circumstances, violations could result in criminal proceedings.

Individual states also independently regulate controlled substances. We and our contract manufacturers will be subject to state regulation on distribution of these products.

International Regulation

In addition to regulations in the United States, we will be subject to a variety of foreign regulations regarding safety and efficacy and governing, among other things, clinical trials and commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we must obtain the necessary approvals by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country and can involve additional product testing and additional review periods, and the time may be longer or shorter than that required to obtain FDA approval and, if applicable, DEA classification. The requirements governing, among other things, the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country. Regulatory approval in one country does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country may negatively impact the regulatory process in others.

Many foreign countries are also signatories to the internal drug control treaties and have implemented regulations of controlled substances similar to those in the United States. Our products will be subject to such regulation which may impose certain regulatory and reporting requirements and restrict sales of these products in those countries.

Under European Union regulatory systems, marketing authorizations may be submitted either under a centralized or decentralized procedure. The centralized procedure provides for the grant of a single marketing authorization that is valid for all European Union member states. The decentralized procedure provides for mutual recognition of national approval decisions. Under this procedure, the holder of a national marketing authorization may submit an application to the remaining member states. Within 90 days of receiving the applications and assessment report, each member state must decide whether to recognize approval.

In addition to regulations in Europe and the United States, we will be subject to a variety of foreign regulations governing, among other things, the conduct of clinical trials, pricing and reimbursement and commercial distribution of our products. If we fail to comply with applicable foreign regulatory requirements, we may be subject to fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Other Healthcare Laws and Compliance Requirements

In the United States, the research, manufacturing, distribution, sale and promotion of drug products and medical devices are subject to regulation by various federal, state and local authorities in addition to the FDA, including the Centers for Medicare & Medicaid Services, other divisions of HHS (e.g., the Office of Inspector General), the DOJ, state Attorneys General and other state and local government agencies. For example, sales, marketing and scientific/educational grant programs must comply with fraud and abuse laws such as the federal Anti-Kickback Statute, the federal False Claims Act, as amended and similar state laws. In order to participate in the Medicaid program, existing federal law requires pharmaceutical manufacturers to pay rebates to state governments, based on a statutory formula, on covered outpatient drugs reimbursed by the Medicaid program as a condition of having their drugs paid for by Medicaid. Manufacturers are required to report AMP and best price for each of their covered outpatient drugs to the government on a regular basis. Additionally, some state Medicaid programs have imposed a requirement for supplemental rebates over and above the formula set forth in federal law, as a condition for coverage. In addition to the Medicaid Rebate Program, federal law also requires that if a pharmaceutical manufacturer wishes to have its outpatient drugs covered under Medicaid as well as under Medicare Part B, it must sign a "Master Agreement" obligating it to provide a formulaic discount that results in a federal ceiling price, or maximum price that participating manufacturers may charge for covered drugs sold to the U.S. Departments of Defense (including the TRICARE retail pharmacy program), Veterans Affairs, the Public Health Service and the Coast Guard, and also provide discounts through a drug pricing agreement meeting the requirements of

Section 340B of the Public Health Service Act, for outpatient drugs sold to certain specified eligible health care organizations. The formula for determining the discounted purchase price under the 340B drug pricing program is defined by statute and is based on the AMP and rebate amount for a particular product as calculated under the Medicaid Drug Rebate Program, discussed above.

The federal Anti-Kickback Statute prohibits any person from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, to induce or reward either the referral of an individual, or the furnishing, recommending or arranging for a good or service, for which payment may be made under a federal healthcare program such as the Medicare and Medicaid programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers, on one hand, and prescribers, purchasers, and formulary managers, on the other. The term "remuneration" is not defined in the federal Anti-Kickback Statute and has been broadly interpreted to include the transfer of anything of value, including for example, gifts, discounts, the furnishing of supplies or equipment, credit arrangements, payments of cash, waivers of payments, ownership interests and providing anything at other than its fair market value. Although there are a number of statutory exemptions and regulatory safe harbors protecting certain business arrangements from prosecution, the exemptions and safe harbors are drawn narrowly and practices that involve remuneration intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exemption or safe harbor. Our practices may not meet all of the criteria for safe harbor protection from federal Anti-Kickback Statute liability in all cases. The reach of the federal Anti-Kickback Statute was broadened by the recently enacted Affordable Care Act, which, among other things, amends the intent requirement of the federal Anti-Kickback Statute such that a person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it in order to have committed a violation. In addition, the Affordable Care Act provides that the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act (discussed below) or the civil monetary penalties statute, which imposes fines against any person who is determined to have presented or caused to be presented claims to a federal healthcare program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent. Additionally, many states have adopted laws similar to the federal Anti-Kickback Statute, some of which apply to referral of patients for healthcare items or services reimbursed by any third-party payor, not only the Medicare and Medicaid programs in at least some cases, and do not contain safe harbors.

The federal False Claims Act imposes liability on any person or entity that, among other things, knowingly presents, or causes to be presented, a false or fraudulent claim for payment by a federal healthcare program. The "*qui tam*" provisions of the False Claims Act allow a private individual to bring civil actions on behalf of the federal government alleging that the defendant has submitted a false claim to the federal government, and to share in any monetary recovery. In recent years, the number of suits brought by private individuals has increased dramatically. In addition, various states have enacted false claims laws analogous to the False Claims Act. Many of these state laws apply where a claim is submitted to any third-party payor and not merely a federal healthcare program. There are many potential bases for liability under the False Claims Act. Liability arises, primarily, when an entity knowingly submits, or causes another to submit, a false claim for reimbursement to the federal government. The False Claims Act has been used to assert liability on the basis of inadequate care, kickbacks and other improper referrals, improperly reported government pricing metrics such as Best Price or Average Manufacturer Price, improper promotion of off-label uses not expressly approved by FDA in a drug's label, and allegations as to misrepresentations with respect to the services rendered. To the extent we participate in government healthcare programs, our future activities relating to the reporting of discount and rebate information and other information affecting federal, state and third party reimbursement of our products, and the sale and marketing of our products and our service arrangements or data purchases, among other activities, may be subject to scrutiny under these laws. We are unable to predict whether we would be subject to actions under the False Claims Act or a similar state law, or the impact of such actions. However, the cost of defending such claims, as well as any sanctions imposed, could adversely affect our financial performance. Also, HIPAA created several new

federal crimes, including healthcare fraud and false statements relating to healthcare matters. The healthcare fraud statute prohibits knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private third-party payors. The false statements statute prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services.

In addition, we may be subject to, or our marketing activities in the future may be limited by, data privacy and security regulation by both the federal government and the states in which we conduct our business. HIPAA and its implementing regulations established uniform standards for certain "covered entities," which are healthcare providers, health plans and healthcare clearinghouses, governing the conduct of specified electronic healthcare transactions and protecting the security and privacy of protected health information. The American Recovery and Reinvestment Act of 2009, commonly referred to as the economic stimulus package, included expansion of HIPAA's privacy and security standards through the Health Information Technology for Economic and Clinical Health Act, or HITECH, which became effective on February 17, 2010. Among other things, HITECH makes HIPAA's privacy and security standards directly applicable to "business associates," which are independent contractors or agents of covered entities that receive or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney's fees and costs associated with pursuing federal civil actions.

Additionally, new requirements under the federal Open Payments program, created under Section 6002 of the Affordable Care Act and its implementing regulations, require that manufacturers of drugs for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) report annually to HHS information related to "payments or other transfers of value" made or distributed to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, and that manufacturers and applicable group purchasing organizations report annually to the HHS ownership and investment interests held by physicians (as defined above) and their immediate family members, with data collection required beginning August 1, 2013 and reporting to the Centers for Medicare & Medicaid Services, or CMS, required beginning March 31, 2014 and by the 90th day following the end of each subsequent calendar year, and disclosure of such information to be made on a publicly available website.

There are also an increasing number of state "sunshine" laws that require manufacturers to file reports with states on pricing and marketing information. Many of these laws contain ambiguities as to what is required to comply with the laws. Several states have enacted legislation requiring pharmaceutical companies to, among other things, establish marketing compliance programs, file periodic reports with the state, make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities and/or register their sales representatives. Such legislation also prohibits pharmacies and other healthcare entities from providing certain physician prescribing data to pharmaceutical companies for use in sales and marketing and prohibits certain other sales and marketing practices. These laws may affect our future sales, marketing and other promotional activities by imposing administrative and compliance burdens on us. In addition, given the lack of clarity with respect to these laws and their implementation, our reporting actions could be subject to the penalty provisions of the pertinent state and federal authorities.

Because of the breadth of these laws and the narrowness of available statutory and regulatory exemptions, it is possible that some of our business activities could be subject to challenge under one or more of such laws. If our operations are found to be in violation of any of the federal and state laws described above or any other governmental regulations that apply to us, we may be subject to penalties, including criminal and significant civil monetary penalties, damages, fines, imprisonment, exclusion from participation in government healthcare programs, injunctions, recall or seizure of products, total or partial suspension of

production, denial or withdrawal of pre-marketing product approvals, private *qui tam* actions brought by individual whistleblowers in the name of the government or refusal to allow us to enter into supply contracts, including government contracts and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. To the extent that any of our products are approved and sold in a foreign country, we may be subject to similar foreign laws and regulations, which may include, for instance, applicable post-marketing requirements, including safety surveillance, anti-fraud and abuse laws, and implementation of corporate compliance programs and reporting of payments or transfers of value to healthcare professionals.

Third-Party Payor Coverage and Reimbursement

The commercial success of our product candidates, if and when approved, will depend, in part, upon the availability of coverage and adequate reimbursement from third-party payors at the federal, state and private levels. Third-party payors include governmental programs such as Medicare or Medicaid, private insurance plans and managed care plans. These third-party payors may deny coverage or reimbursement for a product or therapy in whole or in part if they determine that the product or therapy was not medically appropriate or necessary. Also, third-party payors have attempted to control costs by limiting coverage through the use of formularies and other cost-containment mechanisms and the amount of reimbursement for particular procedures or drug treatments.

The cost of pharmaceuticals and devices continues to generate substantial governmental and third-party payor interest. We expect that the pharmaceutical industry will experience pricing pressures due to the trend toward managed healthcare, the increasing influence of managed care organizations and additional legislative proposals. Our results of operations and business could be adversely affected by current and future third-party payor policies as well as healthcare legislative reforms.

Some third-party payors also require pre-approval of coverage for new or innovative devices or drug therapies before they will reimburse healthcare providers who use such therapies. While we cannot predict whether any proposed cost-containment measures will be adopted or otherwise implemented in the future, these requirements or any announcement or adoption of such proposals could have a material adverse effect on our ability to obtain adequate prices for our product candidates and to operate profitably.

In international markets, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies.

Healthcare Reform

In the United States and foreign jurisdictions, there have been a number of legislative and regulatory changes to the healthcare system that could affect our future results of operations. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs. The Medicare Modernization Act imposed new requirements for the distribution and pricing of prescription drugs for Medicare beneficiaries. Under Part D, Medicare beneficiaries may enroll in prescription drug plans offered by private entities which will provide coverage of outpatient prescription drugs. Part D plans include both stand-alone prescription drug benefit plans and prescription drug coverage as a supplement to Medicare Advantage plans. Unlike Medicare Part A and B, Part D coverage is not standardized. Part D prescription drug plan sponsors are not required to pay for all covered Part D drugs, and each drug plan can develop its own drug formulary that identifies which drugs it will cover and at what tier or level. However, Part D prescription drug formularies must include drugs within each therapeutic category and class of covered Part D drugs, though not necessarily all the drugs in each category or class. Any formulary used by a Part D prescription drug plan must be developed and reviewed by a pharmacy and therapeutic committee. Government payment for some of the costs of prescription drugs may increase demand for our products for which we receive marketing approval. However, any negotiated prices for our products covered by a Part D prescription drug plan will likely be lower than the prices we might otherwise obtain. Moreover, while the Medicare Modernization Act applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their

own payment rates. Any reduction in payment that results from Medicare Part D may result in a similar reduction in payments from non-governmental payors.

The American Recovery and Reinvestment Act of 2009 provides funding for the federal government to compare the effectiveness of different treatments for the same illness. A plan for the research will be developed by HHS, the Agency for Healthcare Research and Quality and the National Institutes for Health, and periodic reports on the status of the research and related expenditures will be made to Congress. Although the results of the comparative effectiveness clinical trials are not intended to mandate coverage policies for public or private payors, it is not clear what effect, if any, the research will have on the sales of any product, if any such product or the condition that it is intended to treat is the subject of a study. It is also possible that comparative effectiveness research demonstrating benefits in a competitor's product could adversely affect the sales of our product candidates. If third-party payors do not consider our products to be cost-effective compared to other available therapies, they may not cover our products as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow us to sell our products on a profitable basis.

In March 2010, the Affordable Care Act was enacted, which includes measures to significantly change the way healthcare is financed by both governmental and private insurers. Among the provisions of the Affordable Care Act of importance to the pharmaceutical and biotechnology industry are the following:

- an annual, nondeductible fee on any entity that manufactures or imports certain branded prescription drugs and biologic agents, apportioned among these entities according to their market share in certain government healthcare programs;
- an increase in the rebates a manufacturer must pay under the Medicaid Drug Rebate Program to 23.1% and 13% of the average manufacturer price for branded and generic drugs, respectively;
- a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% point-of-sale discounts to negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D;
- extension of manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for certain individuals with income at or below 133% of the Federal Poverty Level, thereby potentially increasing manufacturers' Medicaid rebate liability;
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program;
- a licensure framework for follow-on biologic products;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research;
- a new requirement to annually report drug samples that manufacturers and distributors provide to physicians;
- creation of the Independent Payment Advisory Board, which has authority to recommend certain changes to the Medicare program that could result in reduced payments for prescription drugs and those recommendations could have the effect of law even if Congress does not act on the recommendations (the IPAB has not yet been called upon to act as the annual determinations by the CMS Office of the Actuary have not identified a savings target for implementation in years 2015 or 2016); and
- establishment of a Center for Medicare Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending that began on January 1, 2011.

In addition, other legislative changes have been proposed and adopted since the Affordable Care Act was enacted. The Budget Control Act of 2011, among other things, created the Joint Select Committee on Deficit Reduction to recommend proposals in spending reductions to Congress. The Joint Select Committee on Deficit Reduction did not achieve its targeted deficit reduction of at least $1.2 trillion for the years 2012 through 2021, triggering the legislation's automatic reductions to several government programs. These reductions include aggregate reductions to Medicare payments to providers of 2% per fiscal year, and went into effect in April 2013. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws may result in additional reductions in Medicare and other healthcare funding, which could have a material adverse effect on our customers and, accordingly, our financial operations.

Other Regulatory Requirements

We are also subject to various laws and regulations regarding laboratory practices, the experimental use of animals, and the use and disposal of hazardous or potentially hazardous substances in connection with our research. In each of these areas, as above, the FDA has broad regulatory and enforcement powers, including, among other things, the ability to levy fines and civil penalties, suspend or delay issuance of approvals, seize or recall products, and withdraw approvals, any one or more of which could have a material adverse effect on us.

Our Corporate Information

We were incorporated in Delaware in April 2002 under the name Collegium Pharmaceuticals, Inc. In October 2003, we changed our name to Collegium Pharmaceutical, Inc. In 2010, we divested our former subsidiary, Onset Therapeutics, LLC to PreCision Dermatology, Inc. Since then, we have devoted substantially all of our resources to the development of our patented DETERx platform technology, the preclinical and clinical advancement of our product candidates and the creation and protection of related intellectual property. In July 2014, we reincorporated in the Commonwealth of Virginia pursuant to a merger whereby Collegium Pharmaceutical, Inc., a Delaware corporation, merged with and into Collegium Pharmaceutical, Inc., a Virginia corporation, with the Virginia corporation surviving the merger.

Legal Proceedings

From time to time we face legal claims or actions in the normal course of our business. There is no litigation currently pending or threatened against us.

Facilities

Our corporate headquarters are located in Canton, Massachusetts, where we lease 9,675 square feet of office space (including chemistry and pilot/formulation laboratories) under a lease agreement whose initial term expires on December 31, 2017, and which may be extended for an additional 5-year term at our election.

We believe that our existing facility is adequate for our current and expected future needs. We may seek to negotiate new leases or evaluate additional or alternate space for our operations. We believe that appropriate alternative space is readily available on commercially reasonable terms.

Employees

As of February 28, 2015, we had a total of 23 full-time employees. Of these, 18 are engaged in full-time research and development activities. All of our employees are located in Canton, Massachusetts. None of our employees are represented by a labor organization or under any collective-bargaining arrangements. We consider our employee relations to be good.

MANAGEMENT

Executive Officers and Directors

The following table provides information regarding our executive officers and directors:

Name	Age	Position(s)
Executive Officers:		
Michael T. Heffernan, R.Ph.	50	Chairman and Chief Executive Officer
Paul Brannelly	42	Chief Financial Officer
Ernest A. Kopecky, Ph.D.	48	Vice President, Clinical Development and Head of Neuroscience
Douglas R. Carlson	36	Vice President, Corporate Development
Alison B. Fleming, Ph.D.	40	Vice President, Product Development
Said Saim, Ph.D.	57	Vice President, Pharmaceutical Development
Non-Employee Directors:		
Garen G. Bohlin	67	Director
John G. Freund, M.D.	61	Director
Patrick Heron	44	Director
David Hirsch, M.D., Ph.D.	44	Director
Robert W. Jevon	62	Director
Gino Santini	58	Director

Executive Officers

Michael T. Heffernan, R.Ph., Chairman and Chief Executive Officer. Mr. Heffernan has served as our Chief Executive Officer and as a member of our board of directors since October 2003. Mr. Heffernan has twenty-five years of experience in the pharmaceutical and related healthcare industries. He was previously the Founder, President and Chief Executive Officer of Onset Therapeutics, LLC, a dermatology-focused company that developed and commercialized products for the treatment of skin-related illnesses and was responsible for the spin-off of the business from the Company to create PreCision Dermatology, Inc. Mr. Heffernan has held prior positions as Co-Founder, President and Chief Executive Officer of Clinical Studies Ltd., a pharmaceutical contract research organization that was sold to PhyMatrix Corp., or PhyMatrix, and as President and Chief Executive Officer of PhyMatrix. Mr. Heffernan started his career at Eli Lilly and Company, where he served in numerous sales and marketing roles. Since 2012, Mr. Heffernan has served on the board of directors of Ocata Therapeutics, Inc. (NASDAQ: OCAT) and currently serves as its Chairman. He previously served on the board of directors of Cornerstone Therapeutics Inc. (now known as Chiesi USA, Inc.) (NASDAQ: CRTX) and two privately held companies. Mr. Heffernan graduated from the University of Connecticut with a B.S. in Pharmacy in 1987 and is a Registered Pharmacist.

We believe that Mr. Heffernan's perspective and experience as a senior executive in the pharmaceutical industry, as well as the depth of his operations and board experience, provide him with the qualifications and skills to serve as a director.

Paul Brannelly, Chief Financial Officer. Mr. Brannelly has served as our Executive Vice President and Chief Financial Officer since February 2015. Prior to joining us, Mr. Brannelly served as Senior Vice President, Finance and Administration, and Treasurer of Karyopharm Therapeutics Inc. (NASDAQ: KPTI), or Karyopharm, from June 2013 to August 2014. From August 2014 to November 2014, Mr. Brannelly served as a consultant to Karyopharm. Prior to joining Karyopharm, Mr. Brannelly served as Vice President, Finance, Treasurer and Secretary at Verastem, Inc. (NASDAQ: VSTM), or Verastem, from August 2010 to May 2013. From January 2010 to September 2011, Mr. Brannelly held the position of Chief Financial Officer at the Longwood Fund, a venture capital firm aimed at investing in, managing and building healthcare companies, where he set up the financial and operational infrastructure following the closing of

its first fund and eventually served as Chief Financial Officer of its two startup companies, Verastem and OvaScience, Inc. (NASDAQ: OVAS). From November 2005 to September 2009, he served as Vice President, Finance at Sirtris Pharmaceuticals, Inc., or Sirtris, a biopharmaceutical company which GlaxoSmithKline plc purchased for $720 million in 2008, where he managed the S-1 preparation and due diligence process for Sirtris' initial public offering and managed the company's transition to being a public company. Mr. Brannelly started his biopharmaceutical career at Dyax Corporation from September 1999 to May 2002, and subsequently moved on to positions of increasing responsibility at CombinatoRx Inc. from May 2002 to November 2005, most recently as Vice President, Finance and Treasurer, where he led Zalicus through the initial public offering process. Mr. Brannelly graduated from the University of Massachusetts at Amherst with a B.B.A. in Accounting in 1995.

Ernest A. Kopecky, Ph.D., Vice President, Clinical Development and Head of Neuroscience. Dr. Kopecky has served as our Vice President, Clinical Development and Head of the Neuroscience Therapeutic Area since June 2012. Prior to joining us, Dr. Kopecky served as Senior Director of Clinical Research and Head of the Pain and Neuroscience Therapeutic Area at Endo Pharmaceuticals Holdings Inc., or Endo, from 2006 to June 2012. Prior to joining Endo, Dr. Kopecky held several positions in the pharmaceutical industry, including Global Medical Director at Bayer HealthCare AG, Senior Clinical Research Scientist at Purdue Pharma L.P., and Manager of the Clinical Drug Development Unit at SCIREX Corporation. He also held the academic title of Research Fellow at the Hospital for Sick Children, Division of Clinical Pharmacology and Toxicology, Toronto, Canada. Dr. Kopecky has served as a member of the IMMPACT Steering Committee and the FDA ACTTION Executive Committee, Subteam Lead on the PhRMA Neonatal and Pediatric LDKITs, and Faculty at the Pharmaceutical Education Research Institute. Dr. Kopecky graduated from the University of Toronto with a B.S. in Human Biology in 1991, a Ph.D. in Pediatric Clinical Pharmacology in 1999 and an M.S. in Clinical Pharmacology in 2005. He also received an M.B.A. from the University of Connecticut in 2005.

Douglas R. Carlson, Vice President, Corporate Development. Mr. Carlson has served as our Vice President, Business Development since March 2013, and in January 2014, Mr. Carlson assumed responsibility for Corporate and Business Development. Mr. Carlson has a multi-disciplinary background in M&A, venture capital, corporate finance and business development with both large and emerging growth healthcare companies. Prior to joining us, Mr. Carlson was Senior Director of Business Development at BTG International Inc., or BTG, where he was responsible for global specialty pharmaceutical M&A and licensing from August 2011 to March 2013. Prior to BTG, Mr. Carlson was Senior Director and Head of Business Development for Lundbeck Inc., or Lundbeck, the U.S. Headquarters of H. Lundbeck A/S, from December 2009 to August 2011. Prior to Lundbeck, Mr. Carlson was Director of Corporate Development and M&A at Ovation Pharmaceuticals, Inc., or Ovation where he played an integral role in the sale of Ovation to H. Lundbeck A/S in 2009. Prior to Ovation, Mr. Carlson was an Associate in the healthcare group at Pequot Ventures, the venture capital arm of Pequot Capital Management, Inc. Mr. Carlson began his career in the healthcare investing banking group of SG Cowen & Co. Mr. Carlson graduated from Trinity College in Hartford, CT with a B.A. in American Studies in 2001.

Alison B. Fleming, Ph.D., Vice President, Product Development. Dr. Fleming has served as our Vice President, Product Development and has led our development team since October 2002. Prior to joining us, Dr. Fleming's academic research focused on implantable drug delivery systems for cancer therapy. Dr. Fleming is an inventor on several U.S. patents and pending patent applications, and has authored numerous scientific publications and poster presentations in the field of novel drug delivery systems. In 2001, Dr. Fleming was the recipient of the Jorge Heller Journal of Controlled Release Outstanding Paper Award. Dr. Fleming graduated from the University of Massachusetts, Amherst in 1997 with a B.S. in Chemical Engineering and received a Ph.D. in Chemical and Biomolecular Engineering from Cornell University in 2002.

Said Saim, Ph.D., Vice President, Pharmaceutical Development. Dr. Saim has served as our Vice President, Pharmaceutical Development since April 2012. Dr. Saim joined us in August 2008 as a Senior Director of Pharmaceutical Development, a position he held until April 2012. Prior to joining us, Dr. Saim was a Senior Principal Scientist at Boehringer Ingelheim Pharmaceuticals, Inc. or BIPI, where he led a team of engineers and scientists in charge of process development, scale up and technology transfer of North American products. Prior to BIPI, Dr. Saim was an Assistant Research Professor at the Higuchi BioSciences Center for Drug Delivery Research in Lawrence, Kansas. Dr. Saim graduated from the National Polytechnic School, Algeria with a B.S. in Chemical Engineering in 1983 and received an M.S. and Ph.D. in Chemical Engineering from the University of Kansas in 1987 and 1990, respectively.

Non-Employee Directors

Garen G. Bohlin, Director. Mr. Bohlin has served as a member of our board of directors since January 2015. Mr. Bohlin has almost thirty years' experience serving in executive roles at several biotechnology companies, including Constellation Pharmaceuticals, Inc., where he served as an Executive Vice President from January 2010 to his retirement in May 2012. Prior to that, Mr. Bohlin served as Chief Operating Officer at Sirtris Pharmaceuticals, Inc., or Sirtris, which was acquired by GlaxoSmithKline plc. Prior to joining Sirtris, Mr. Bohlin served as President and Chief Executive Officer of Syntonix Pharmaceuticals, Inc., or Syntonix, which was acquired by Biogen Idec in 2006, Mr. Bohlin spent 14 years in executive management at Genetics Institute, Inc., or Genetics Institute, which was acquired by Wyeth. Prior to Mr. Bohlin's tenure at Genetics Institute, he was a partner at Arthur Andersen & Co., where he spent 13 years.

Since his retirement, Mr. Bohlin has served on the boards of directors of several companies. Mr. Bohlin currently serves on the board of directors of Tetraphase Pharmaceuticals, Inc. (NASDAQ: TTPH) (2010 to Present), Karyopharm Therapeutics, Inc. (NASDAQ GS: KPTI) (2013 to Present), and Proteon Therapeutics, Inc. (NASDAQ: PRTO) (2014 to Present). Previously, he served on the board of directors of Acusphere, Inc. (OTC: ACUS) (2005 to 2015) and two other privately held companies. Mr. Bohlin graduated from the University of Illinois with a B.S. in Accounting and Finance in 1970.

We believe that Mr. Bohlin's perspective and experience as a senior executive in our industry, as well as his board and audit committee experience with publicly traded and privately held biotechnology companies, provide him with the qualifications and skills to serve as a director.

John G. Freund, M.D., Director. Dr. Freund has served as a member of our board of directors since February 2014. Dr. Freund co-founded Skyline Management LLC, or Skyline, in 1997 and has served as Managing Director at Skyline since its founding. Prior to joining Skyline, Dr. Freund served as Managing Director in the private equity group of Chancellor Capital Management, LLC. In 1995, Dr. Freund co-founded Intuitive Surgical, Inc. and served on its board of directors until 2000. From 1988 to 1994, Dr. Freund served in various positions at Acuson Corporation, or Acuson, most recently as Executive Vice President. Prior to joining Acuson, Dr. Freund was a General Partner of Morgan Stanley Venture Partners from 1987 to 1988. From 1982 to 1988, Dr. Freund was a general partner at Morgan Stanley & Co., where he co-founded the Healthcare Group in the Corporate Finance Department in 1983.

Dr. Freund currently serves on the board of directors of XenoPort, Inc. (NASDAQ: XNOT) (1999 to Present), Tetraphase Pharmaceuticals, Inc. (NASDAQ: TTPH) (2012 to Present), Concert Pharmaceuticals, Inc. (NASDAQ: CNCE) (2014 to Present) and Proteon Therapeutics, Inc. (NASDAQ GS: PRTO) (2014 to Present). Dr. Freund also serves on the board of directors of two privately held companies and three U.S. registered investment funds managed by The Capital Group Companies. He also previously served on the board of directors of several publicly traded companies: Hansen Medical Inc. (NASDAQ: HNSN) (2002 to 2010), MAP Pharmaceuticals, Inc. (NASDAQ: MAPP) (2004 to 2011), and MAKO Surgical Corp. (NASDAQ: MAKO) (2008 to 2013). Dr. Freund is a member of the Advisory Board for the Harvard Business School Healthcare Initiative, and is a member of the Therapeutics Advisory Council of Harvard Medical School.

Dr. Freund graduated from Harvard College with a B.A. in History in 1976 and received an M.D. from Harvard Medical School in 1980 and an M.B.A. from Harvard Business School in 1982.

We believe that Dr. Freund's extensive finance and investment experience, his experience as an executive, and his service on the board of directors of numerous public and privately held companies in our industry provide him with the qualifications and skills to serve as a director.

Patrick Heron, Director. Mr. Heron has served as a member of our board of directors since September 2008. Mr. Heron is a General Partner of Frazier Management, LLC, or Frazier, a position he has held since September 1999. Mr. Heron has been active in company formations and initial investments in various biotechnology companies, including Marcadia Biotech Inc., Calixa Therapeutics, Inc. and VentiRx Pharmaceuticals, Inc. Mr. Heron also led Frazier's involvement in MedPointe Inc. Prior to joining Frazier, Mr. Heron helped develop McKinsey & Co.'s west coast biotechnology consulting practice. His projects included mergers and acquisitions, product launch, sales force optimization, corporate partnering and research prioritization. Mr. Heron graduated from the University of North Carolina at Chapel Hill with a B.A. in Political Science in 1992 and received an M.B.A. from Harvard Business School in 1996.

We believe that Mr. Heron's extensive business experience and his experience in venture capital and the life science industry provide him with the qualifications and skills to serve as a director.

David Hirsch, M.D., Ph.D., Director. Dr. Hirsch has served as a member of our board of directors since February 2012. Since 2007, Dr. Hirsch has served as a Founder and Managing Director at Longitude Capital Management Co., LLC, or Longitude, where he focuses on investments in biotechnology. From 2005 to 2006, Dr. Hirsch was Vice President of Pequot Capital Management, or Pequot, where he worked in the life sciences practice. Prior to Pequot, Dr. Hirsch was an Engagement Manager in the pharmaceutical practice of McKinsey & Co. While at McKinsey & Co., he worked with many large pharmaceutical companies across a range of projects including clinical and commercial strategies, M&A evaluations, portfolio prioritization and managed care strategy.

Dr. Hirsch currently serves on the board of directors of Rapid Micro Biosystems, Inc. and previously served on Civitas Therapeutics, Inc. and Precision Therapeutics, Inc. Dr. Hirsch graduated from Johns Hopkins University with a B.S. in Biology in 1991 and, in 2001, received an M.D. from Harvard Medical School as well as a Ph.D. in Biology from Massachusetts Institute of Technology.

We believe that Dr. Hirsch's perspective and experience as an investor and board member in the life sciences industry, as well as his strong medical and scientific background, provide him with the qualifications and skills to serve as a director.

Robert W. Jevon, Director. Mr. Jevon has served as a member of our board of directors since August 2012. Mr. Jevon has been a Partner at Boston Millennia Partners since its founding in 1997. Previously, he served as a venture partner at Boston Capital Ventures, which he joined in 1996. Prior to joining Boston Capital Ventures, Mr. Jevon was Managing Director and co-owner of Watch Hill Corporation, a Boston-based private investment firm. Prior to that, he was Controller of Bolt, Beranek and Newman Inc.'s Communications Division. He also gained operational and international experience stationed in Copenhagen as Finance Director of BBN Communications A/S. His earlier business career included several assignments in General Electric Company's Financial Management Program.

Mr. Jevon serves on the board of directors of a privately held company and has previously served on the board of directors of several other privately held companies. Mr. Jevon graduated from Haverford College with a B.A. in Economics in 1974 and received an M.B.A. from the Amos Tuck School at Dartmouth College in 1979.

We believe that Mr. Jevon's extensive finance and investment experience, his service on the board of directors of numerous privately held companies, and his educational background provide him with the qualifications and skills to serve as a director.

Gino Santini, Director. Mr. Santini has served as a member of our board of directors since July 2012. Since December 2010, Mr. Santini has been a senior advisor providing financing and business consulting services to venture capital, pharmaceutical and biotechnology companies. Previously, Mr. Santini held various positions at Eli Lilly and Company, or Lilly, from 1983 until his retirement from Lilly in December 2010, most recently as Senior Vice President of Corporate Strategy and Business Development, a position he held since 2007. Mr. Santini also served as a member of Lilly's Executive Committee from January 2004 to his retirement and as President of U.S. Operations. He joined Eli Lilly and Company in 1983 as a financial planning associate in Italy.

Mr. Santini currently serves on the board of directors of Sorin S.p.A., a company traded on the Italian Stock Exchange (2012 to Present), AMAG Pharmaceuticals Inc. (NASDAQ: AMAG) (2012 to Present), Horizon Pharma plc (NASDAQ: HZNP) (2012 to Present) and Vitae Pharmaceuticals, Inc. (NASDAQ GS: VTAE) (2014 to Present), as well as several privately held companies. He graduated from the University of Bologna, Italy with a B.S. in Mechanical Engineering in 1981 and received an M.B.A. from the Simon School of Business at the University of Rochester in 1983.

We believe that Mr. Santini's perspective and experience as a senior executive at Lilly, as well as his extensive domestic and international commercial, corporate strategy, business development and transaction experience, provide him with the qualifications and skills to serve as a director.

Board Composition

Our business and affairs are managed under the direction of our board of directors, which currently consists of seven members. We expect that upon listing of our common stock on NASDAQ, our board of directors will consist of members. Prior to the listing of our common stock, we intend to appoint and to our board of directors and they have consented to serve.

Upon the closing of this offering, our amended and restated articles of incorporation and amended bylaws will provide that our board of directors will consist of a number of directors, not less than nor more than , to be fixed exclusively by resolution of the board of directors.

Role of the Board in Risk Oversight

One of the key functions of our board of directors is informed oversight of our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight function directly through the board of directors as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure and our audit committee has the responsibility to consider and discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including adopting guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee also monitors compliance with legal and regulatory requirements. Our nominating and corporate governance committee monitors the effectiveness of our corporate governance practices, including whether they are successful in preventing illegal or improper liability-creating conduct. Our compensation committee assesses and monitors whether any of our compensation policies and programs has the potential to encourage excessive risk-taking.

Board Committees

Our board of directors has established, or will establish prior to the closing of this offering, an audit committee, a compensation committee and a nominating and corporate governance committee. Each committee will operate under a charter that will be approved by our board of directors and will be available on our website, www.collegiumpharma.com, under the "Investor Relations" section, upon the effective date of this offering. The information contained in, or that can be accessed through, our website is not part of this prospectus.

Audit Committee

Our audit committee consists of Messrs. , and , and is chaired by . The primary purpose of our audit committee is to assist the board of directors in the oversight of the integrity of our accounting and financial reporting process, the audits of our financial statements, and our compliance with legal and regulatory requirements. The audit committee has the following responsibilities, among other things, as set forth in the audit committee charter that will be effective upon the closing of this offering:

- § hiring our independent registered public accounting firm and approving the audit and non-audit services to be performed by our independent registered public accounting firm;
- § reviewing and approving the planned scope of the annual audit and the results of the annual audit;
- § pre-approving all audit services and permissible non-audit services provided by our independent registered public accounting firm;
- § reviewing the significant accounting and reporting principles to understand their impact on our financial statements;
- § reviewing our internal financial, operating and accounting controls with management, our independent registered public accounting firm and our internal audit provider;
- § reviewing with management and our independent registered public accounting firm, as appropriate, our financial reports, earnings announcements and our compliance with legal and regulatory requirements;
- § reviewing potential conflicts of interest under, and violations of, our Code of Conduct;
- § establishing procedures for the treatment of complaints received by us regarding accounting, internal accounting controls or auditing matters and confidential submissions by our employees of concerns regarding questionable accounting or auditing matters;
- § reviewing and approving related-party transactions; and
- § reviewing and evaluating, at least annually, our audit committee's charter.

With respect to reviewing and approving related-party transactions, our audit committee reviews related-party transactions for potential conflicts of interests or other improprieties. Under SEC rules, related-party transactions are those transactions to which we are or may be a party in which the amount involved exceeds $120,000, and in which any of our directors or executive officers or any other related person had or will have a direct or indirect material interest, excluding, among other things, compensation arrangements with respect to employment and board membership. Our audit committee could approve a related-party transaction if it determines that the transaction is in our best interests. Our directors are required to disclose to this committee or the full board of directors any potential conflict of interest, or personal interest in a transaction that our board is considering. Our executive officers are required to disclose any related-party transaction to the audit committee. We also poll our directors on an annual basis with respect to related-party transactions and their service as an officer or director of other entities. Any director involved in a related-party transaction that is being reviewed or approved must recuse himself or herself from participation in any related deliberation or decision. Whenever possible, the transaction should be approved in advance and if not approved in advance, must be submitted for ratification as promptly as practical.

The financial literacy requirements of the SEC require that each member of our audit committee be able to read and understand fundamental financial statements. In addition, our board of directors has determined

that qualifies as an audit committee financial expert, as defined in Item 407(d)(5) of Regulation S-K promulgated under the Securities Act, and has financial sophistication in accordance with the NASDAQ Stock Market Rules.

Both our independent registered public accounting firm and management periodically will meet privately with our audit committee.

Compensation Committee

Our compensation committee consists of Messrs. , and , and is chaired by . The primary purpose of our compensation committee is to assist our board of directors in exercising its responsibilities relating to compensation of our executive officers and employees and to administer our equity compensation and other benefit plans. In carrying out these responsibilities, this committee reviews all components of executive officer and employee compensation for consistency with its compensation philosophy, as in effect from time to time. The functions of our compensation committee include, among other things:

- reviewing and approving compensation of our executive officers, including annual base salary, annual incentive bonuses, specific goals, equity compensation, employment agreements, severance and change-in-control arrangements and any other benefits, compensation or arrangements;
- reviewing and recommending the terms of employment agreements with our executive officers;
- reviewing and recommending compensation goals, bonus and stock-based compensation criteria for our employees;
- reviewing and recommending to our board of directors the compensation of our directors;
- administering our equity incentive plans and approving the grant of equity awards to our employees and directors under these plans;
- when required, reviewing and discussing with management our Compensation Discussion and Analysis and recommending to the full board its inclusion in our periodic reports and proxy statement to be filed with the SEC;
- when required, preparing the report of the compensation committee to be included in our annual proxy statement;
- engaging compensation consultants or other advisors it deems appropriate to assist with its duties; and
- reviewing and evaluating, at least annually, our compensation committee's charter.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee consists of Messrs. , and , and is chaired by . The primary purpose of our nominating and corporate governance committee is to assist our board of directors in promoting the best interests of our company and our shareholders through the implementation of sound corporate governance principles and practices. The functions of our nominating and corporate governance committee include, among other things:

- assisting our board of directors in identifying prospective director nominees and recommending nominees for each annual meeting of shareholders to our board of directors;
- reviewing developments in corporate governance practices and developing and recommending governance principles applicable to our board of directors;
- reviewing independence of the board of directors;
- evaluating and making recommendations as to the size and composition of the board of directors;
- recommending members for each board committee of our board of directors;
- determining qualifications for service on our board;
- developing and recommending to our board an annual self-evaluation process for our board and overseeing the annual self-evaluation process;

- § developing, as appropriate, a set of corporate governance guidelines, and reviewing and recommending to our board any changes to such guidelines; and

- § periodically reviewing and evaluating our nominating and corporate governance committee's charter.

Code of Conduct

Upon the closing of this offering, our board of directors intends to adopt a Code of Conduct applicable to all of our employees, executive officers and directors. The Code of Conduct will be available on our website at www.collegiumpharma.com upon the listing of our common stock on NASDAQ. The audit committee of our board of directors will be responsible for overseeing the Code of Conduct and must approve any waivers of the Code of Conduct for employees, executive officers or directors. Disclosure regarding any amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed on our website. The information contained in, or that can be accessed through, our website is not part of this prospectus.

Compensation Committee Interlocks and Insider Participation

No member of our compensation committee has ever been an executive officer or employee of ours. None of our officers currently serves, or has served during the last completed year, on the board of directors, compensation committee or other committee serving an equivalent function, of any other entity that has one or more officers serving as a member of our board of directors or compensation committee.

Director Independence

The NASDAQ Stock Market Rules require that each committee of our board of directors has at least one independent director on the listing date of our common stock, has a majority of independent directors no later than 90 days after such date and be fully independent within one year after such date. The composition of our audit, compensation and nominating and corporate governance committees will satisfy these independence requirements in accordance with the phase-in schedule allowed by the NASDAQ Stock Market Rules.

Our board of directors will observe all applicable criteria for independence established by the NASDAQ Stock Market Rules and other governing laws and applicable regulations. No director will be deemed to be independent unless our board of directors determines that the director has no relationship which would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. Our board of directors has determined that Messrs. , and are independent as defined under the corporate governance rules of the NASDAQ Stock Market Rules. Of these independent directors, our board has determined that: (i) Messrs. , and , who will comprise our audit committee; (ii) Messrs. , and , who will comprise our compensation committee; and (iii) Messrs. , and , who will comprise our nominating and corporate governance committee, each satisfy the independence standards for those committees established by the applicable rules and regulations of the SEC and the NASDAQ Stock Market Rules.

EXECUTIVE AND DIRECTOR COMPENSATION

Summary Compensation Table

The following table shows the annual compensation paid to or earned by Michael T. Heffernan, our Chief Executive Officer, and Ernest A. Kopecky and Douglas R. Carlson, our two other most highly compensated executive officers (together our "named executive officers"), for the fiscal year ended December 31, 2014:

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)[1]	Non-Equity Incentive Plan Compensation ($)[2]	All Other Compensation ($)[3]	Total ($)
Michael T. Heffernan, R.Ph. Chief Executive Officer	2014	380,380	—	—	—	130,851	7,570	518,801
Ernest A. Kopecky, Ph.D. Vice President, Clinical Development	2014	288,915	—	—	54,730	78,180	—	421,825
Douglas R. Carlson Vice President, Corporate Development	2014	231,750	15,000[4]	—	67,612	69,641	4,619	388,622

(1) The amounts reflect the aggregate grant date fair value of option awards computed in accordance with FASB ASC Topic 718. Assumptions used in the calculation of these amounts are included in Note 11 to our financial statements.

(2) Represents annual bonus amounts calculated and paid pursuant to the named executive officers' respective employment agreements. For more information, see "— Non-Equity Incentive Plan Compensation."

(3) This amount reflects our contributions to the Company's 401(k) Plan on behalf of each named executive officer.

(4) Pursuant to the terms of his employment agreement, Mr. Carlson was paid a supplemental bonus of $15,000 on April 11, 2014.

Employment Agreements

We have employment and other service agreements with all of our named executive officers. The following is a summary of the material terms of each employment agreement. For complete terms, please see the respective employment and service agreements attached as exhibits to the registration statement of which this prospectus forms a part.

Michael T. Heffernan, R.Ph.

On June 13, 2012, we entered into an amended and restated employment agreement with Michael T. Heffernan, our Chief Executive Officer. The principal terms of Mr. Heffernan's employment agreement are as follows:

- § base salary of $350,000 per year, subject to annual adjustments (currently $380,380 per year);
- § annual incentive bonus opportunity in an amount up to 40% of base salary based upon the achievement of certain bonus eligibility criteria; and
- § an award of restricted shares as described below under the heading "— Outstanding Equity Awards at Fiscal Year-End."

Upon a termination of Mr. Heffernan's employment by us without cause or by Mr. Heffernan for good reason, as defined in his employment agreement, prior to a sale of the Company, Mr. Heffernan is eligible to receive (i) continuation of his base salary for twelve months, or the Heffernan Severance Period, (ii) a lump sum payment equal to 40% of his then current base salary, (iii) continuation of his health insurance benefits at our expense for the duration of the Heffernan Severance Period, and (iv) immediate vesting of all unvested restricted stock and stock options awarded to him, subject to his execution of and non-revocation of a general release of claims. Upon a termination of Mr. Heffernan's employment by us without cause or by Mr. Heffernan for good reason within thirteen months following a sale of the Company, Mr. Heffernan is eligible to receive (i) continuation of his base salary for the Heffernan Severance Period and (ii) continuation of his health insurance benefits for the Heffernan Severance Period, subject to his execution of and non-revocation of a general release of claims. Upon a termination of Mr. Heffernan's employment with us due to his death or disability, he will become immediately vested in all unvested restricted stock and stock options awarded to him.

Upon a termination of Mr. Heffernan's employment by us with cause or by Mr. Heffernan without good reason, all compensation and benefits payable to Mr. Heffernan under his employment agreement shall terminate.

Mr. Heffernan is entitled to participate in all of our employee benefit plans, subject to the terms and conditions applicable to such plans. Further, Mr. Heffernan has executed a Noncompetition, Confidentiality and Inventions Agreement which contains customary non-solicitation and non-competition covenants, which covenants remain in effect for one year following any cessation of employment with respect to Mr. Heffernan.

Ernest A. Kopecky, Ph.D.

On May 30, 2012, we entered into an employment agreement with Ernest A. Kopecky, our Vice President, Clinical Development. The principal terms of Dr. Kopecky's employment agreement are as follows:

- base salary of $275,000 per year, subject to annual adjustments (currently $288,915 per year);
- annual incentive bonus opportunity in an amount up to 30% of base salary based upon the achievement of certain bonus eligibility criteria; and
- stock option awards as described below under the heading "— Outstanding Equity Awards at Fiscal Year-End."

Upon a termination of Dr. Kopecky's employment by us without cause, Dr. Kopecky is eligible to receive continuation of his base salary and continuation of his health insurance benefits at our expense for six months, subject to his execution of and non-revocation of a general release of claims. Upon a termination of Dr. Kopecky's employment by us with cause or Dr. Kopecky's resignation, all compensation and benefits payable to Dr. Kopecky under his employment agreement shall terminate.

Dr. Kopecky is entitled to participate in all of our employee benefit plans, subject to the terms and conditions applicable to such plans. Further, Dr. Kopecky has executed a Confidentiality and Inventions Agreement which contains customary non-solicitation covenants, which covenants remain in effect for two years following any cessation of employment with respect to Dr. Kopecky.

Douglas R. Carlson

On March 13, 2013, we entered into an employment agreement with Douglas R. Carlson, our Vice President, Corporate Development. The principal terms of Mr. Carlson's employment agreement are as follows:

- base salary of $225,000 per year, subject to annual adjustments (currently $231,750 per year);
- annual incentive bonus opportunity in an amount up to 25% of base salary based upon the achievement of certain bonus eligibility criteria;
- supplemental bonus of $15,000 after three months of employment with the Company and an additional bonus of $15,000 after twelve months of employment; and

- § stock option awards as described below under the heading "— Outstanding Equity Awards at Fiscal Year-End."

Upon a termination of Mr. Carlson's employment by us without cause, Mr. Carlson is eligible to receive continuation of his base salary and continuation of his health insurance benefits at our expense for six months, subject to his execution of and non-revocation of a general release of claims. Upon a termination of Mr. Carlson's employment by us with cause or Mr. Carlson's resignation, all compensation and benefits payable to Mr. Carlson under his employment agreement shall terminate.

Mr. Carlson is entitled to participate in all of our employee benefit plans, subject to the terms and conditions applicable to such plans. Further, Mr. Carlson has executed a Confidentiality and Inventions Agreement which contains customary non-solicitation covenants, which covenants remain in effect for two years following any cessation of employment with respect to Mr. Carlson.

Potential Payments Upon a Termination or Change in Control

Each of our named executive officers is entitled to severance in the event of a termination by the Company without cause or, in Mr. Heffernan's case, a resignation by him for good reason. The details of such severance arrangements are described above in the section titled "— Employment Agreements."

Additionally, certain unvested equity grants awarded to Mr. Heffernan will become fully vested (and exercisable as applicable) in connection with certain termination of employment events. The details of such accelerated vesting are described above in the section titled "— Employment Agreements" and below in the section titled "— Outstanding Equity Awards at Fiscal Year-End."

We also sponsor a Transaction Bonus Plan pursuant to which Mr. Heffernan is eligible to receive a bonus payment upon a sale of all or substantially all of our assets or a sale or transfer of more than 50% of the Company's outstanding voting power to a person or group of affiliated persons. In order to receive any transaction bonus, Mr. Heffernan must remain employed by us through the date of a qualifying sale transaction, unless Mr. Heffernan's employment is either terminated without cause or Mr. Heffernan resigns for good reason within 60 days prior to such a qualifying transaction. The amount of any transaction bonus payable to Mr. Heffernan under the Transaction Bonus Plan is equal to a specified percentage of the net proceeds received by the Company's shareholders. A bonus would not be payable if net proceeds are less than $100 million. Any bonus would be paid in the same form of consideration as is paid to our shareholders.

Non-Equity Incentive Plan Compensation

For the fiscal year ended December 31, 2014, each of Messrs. Heffernan, Kopecky and Carlson were eligible to earn a cash bonus, of which 70% of such bonuses were determined based on achievement of corporate performance goals and 30% of such bonuses were determined based on achievement of certain individual performance goals. The target amount of the annual bonuses for Messrs. Heffernan, Kopecky and Carlson were 40% of base salary, 30% of base salary and 25% of base salary, respectively. The applicable corporate performance goals were achieved at 86% of target with the applicable individual performance goals for Messrs. Heffernan, Kopecky and Carlson achieved at 86% of target, 100% of target and 200% of target, respectively. Thus, Messrs. Heffernan, Kopecky and Carlson each earned annual bonuses at 86% of target, 90.2% of target and 120.2% of target, respectively. The amounts shown above for each named executive officer in the column titled "—Non-Equity Incentive Plan Compensation" represent the actual annual performance bonuses payable for the fiscal year ended December 31, 2014 to each named executive officer.

Option Awards During Fiscal Year Ended December 31, 2014

On March 5, 2014, we awarded Messrs. Kopecky and Carlson stock options to purchase 133,164 and 164,505 shares of our common stock, respectively, with an aggregate grant date fair value computed in accordance with FASB ASC Topic 718 equal to $54,730 and $67,612, respectively. The options have an exercise price of $0.04 and are subject to time-based vesting conditions as described below in the section titled "— Outstanding Equity Awards at Fiscal Year-End."

Outstanding Equity Awards at Fiscal Year-End

The following table provides information regarding equity awards held by each of our named executive officers that were outstanding as of December 31, 2014. Dollar values are based on the independent valuation of our common stock of $0.88 per share as of December 31, 2014.

	Option Awards					Stock Awards	
Name	Number of Securities Underlying Unexercised Options (#) (Exercisable)	Number of Securities Underlying Unexercised Options (#) (Unexercisable)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)
Michael T. Heffernan, R.Ph.	152,500	—	—	$ 0.13	10/24/2018	—	—
Chief Executive	50,000	—	—	$ 0.13	2/26/2020	—	—
Officer	66,750	—	—	$ 0.48	11/11/2020	—	—
	50,000[1]	50,000[1]	—	$ 0.07	01/30/2023	—	—
	—	—	—	—	—	47,426[2]	41,735
Ernest A. Kopecky, Ph.D.	161,458[3]	88,542[3]	—	$ 0.07	06/13/2022	—	—
Vice President,	6,250[4]	6,250[4]	—	$ 0.07	01/30/2023	—	—
Clinical	24,968[5]	108,196[5]	—	$ 0.04	03/05/2024	—	—
Development							
Douglas R. Carlson	76,563[6]	98,437[6]	—	$ 0.07	05/30/2023	—	—
Vice President,	—	—	100,000[7]	$ 0.07	05/30/2023	—	—
Corporate	26,157[8]	113,348[8]	—	$ 0.04	03/05/2024	—	—
Development	—	25,000[9]	—	$ 0.04	03/05/2024	—	—

(1) A stock option to purchase 200,000 shares of our common stock was granted to Mr. Heffernan on January 24, 2013. The option was adjusted to an option to purchase 100,000 shares our common stock in connection with the December 4, 2013 reverse stock split. As of December 31, 2014, 50,000 option shares were not exercisable. The option vests and becomes exercisable monthly over the four-year period following the grant date. Pursuant to Mr. Heffernan's employment agreement, the option will immediately become fully vested and exercisable upon a termination of Mr. Heffernan's employment without cause or due to Mr. Heffernan's death or disability, or upon a resignation by Mr. Heffernan for good reason.

(2) Mr. Heffernan was awarded 1,707,322 shares of restricted common stock on June 13, 2012. The restricted stock award was adjusted to an award of 853,661 shares of restricted common stock in connection with the December 4, 2013 reverse stock split. The restricted shares vest and become non-forfeitable monthly over the three-year period beginning on February 10, 2012 and became fully vested on February 10, 2015. Pursuant to Mr. Heffernan's employment agreement, the shares will immediately become fully vested upon a termination of Mr. Heffernan's employment without cause or due to Mr. Heffernan's death or disability, or upon a resignation by Mr. Heffernan for good reason. Additionally, pursuant to Mr. Heffernan's employment agreement, the shares will immediately become fully vested upon the occurrence of a "Sale Event" (as defined in the employment agreement).

(3) A stock option to purchase 500,000 shares of our common stock was granted to Dr. Kopecky on June 13, 2012. The option was adjusted to an option to purchase 250,000 shares of our common stock in connection with the December 4, 2013 reverse stock split. As of December 31, 2014, 88,542 of the option shares were not exercisable. The option vests and becomes exercisable over the four-year period following the grant date, with 25% of the option vesting and becoming exercisable on the first anniversary of Dr. Kopecky's date of hire and 1/48th of the option vesting and becoming exercisable at the end of each monthly period thereafter.

(4) A stock option to purchase 25,000 shares of our common stock was granted to Dr. Kopecky on January 24, 2013. The option was adjusted to an option to purchase 12,500 shares of our common stock in connection with the December 4, 2013 reverse stock split. As of December 31, 2014, 6,250 option shares were not exercisable. The option vests and becomes exercisable monthly over the four-year period following the grant date.

(5) A stock option to purchase 133,164 shares of our common stock was granted to Dr. Kopecky on March 5, 2014. As of December 31, 2014, 108,196 of the option shares were not exercisable. The option vests and becomes exercisable as to 1/48th of the option of the original number of option shares at the end of each monthly period following the grant date until the fourth anniversary of the grant date.

(6) A stock option to purchase 350,000 shares of our common stock was granted to Mr. Carlson on May 30, 2013. The option was adjusted to an option to purchase 175,000 shares of our common stock in connection with the December 4, 2013 reverse stock split. As of December 31, 2014, 98,437 option shares were not exercisable. The option vests and becomes exercisable over the four-year period following the grant date, with 25% of the option vesting and becoming exercisable on April 3, 2014, and 1/48th of the option vesting and becoming exercisable monthly thereafter.

(7) A stock option to purchase 200,000 shares of our common stock was granted to Mr. Carlson on May 30, 2013. The option was adjusted to an option to purchase 100,000 shares of our common stock in connection with the December 4, 2013 reverse stock split. The option vests and becomes exercisable upon the closing of a Sale Event (as defined in the employment agreement) or a strategic partnership with a third party relating to the development, manufacturing, sale and/or distribution of one or more of our products that occurs before April 3, 2017. If the total consideration received from such strategic partnership exceeds $200 million but is less than $300 million, then 50% of the option will vest. If the total consideration from the strategic partnership exceeds $300 million, then 100% of the option will vest.

(8) A stock option to purchase 139,505 shares of our common stock was granted to Mr. Carlson on March 5, 2014. As of December 31, 2014, 113,348 of the option shares were not exercisable. The option vests and becomes exercisable as to 1/48th of the option of the original number of option shares at the end of each monthly period following the grant date until the fourth anniversary of the grant date.

(9) A stock option to purchase 25,000 shares of our common stock was granted to Mr. Carlson on March 5, 2014. As of December 31, 2014, 100% of the option shares were not exercisable. The option vests and becomes exercisable over the four-year period commencing on the grant date, with 25% of the option shares becoming vested on the first anniversary of the grant date and the balance of the option shares vesting in monthly installments over the remaining three years of the vesting term.

Equity Incentive Plans

2014 Stock Incentive Plan

All of our outstanding equity awards are governed by the Collegium Pharmaceutical, Inc. 2014 Stock Incentive Plan, or the Plan. We adopted the Plan, effective July 10, 2014, to enhance our ability to attract, retain and motivate persons who make important contributions to us and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to better align the interests of such persons with those of our shareholders. We intend to amend and restate the Plan prior to the closing of this offering. The material terms of the Plan are described below.

The Plan permits the grant of (i) options; (ii) restricted stock awards; (iii) restricted stock units, or RSUs and (iv) other stock-based awards, which we refer to collectively as Awards, as more fully described below.

Prior to this offering, options to purchase common stock and awards of restricted stock were granted to various participants under the Plan.

All Awards granted under the Plan are governed by award agreements, between us and the participants. No Awards may be granted after July 9, 2024, although Awards granted before that time will remain valid in accordance with their terms.

Our board of directors, or a committee of our board of directors, as applicable, the Administrator, will administer the Plan. The Administrator will designate each eligible individual to whom an Award is to be granted and establish the terms and conditions of each award (not inconsistent with the provisions of the Plan), as it may consider appropriate. Any of our employees, officers, directors, consultants, or advisors, or those of our affiliates, are eligible to participate in the Plan if selected by the Administrator.

Subject to certain adjustments, the maximum number of shares of common stock that may be issued under the Plan in connection with Awards is 3,627,336 shares. As of December 31, 2014, 1,939,478 of the shares of common stock authorized for issuance pursuant to the Plan were outstanding. In the event of any stock dividend, recapitalization, forward stock split or reverse stock split, reorganization, division, merger, consolidation, spin-off, combination, repurchase or share exchange, extraordinary or unusual cash distribution or other similar corporate transaction or event that affects our common stock, the Administrator shall make appropriate adjustment in the number and kind of shares authorized by the Plan and covered under outstanding Awards as it determines appropriate and equitable. Shares of our common stock subject to Awards under the Plan prior to this offering that expire unexercised or are otherwise forfeited shall again be available for Awards under the Plan.

An option entitles the holder to purchase from us a stated number of shares of common stock. An incentive stock option, or ISO, may only be granted to an employee of ours or our affiliates (provided applicable law so permits). The Administrator will specify the number of shares of common stock subject to each option and the exercise price for such option, provided that the exercise price may not be less than the fair market value of a share of common stock on the date the option is granted. Notwithstanding the foregoing, if ISOs are granted to any 10% shareholder, the exercise price shall not be less than 110% of the fair market value of common stock on the date the option is granted. Generally, all or part of the exercise price may be paid (i) in cash, (ii) with the proceeds received from a broker-dealer whom the holder has authorized to sell all or a portion of the common stock covered by the option, (iii) with the consent of the Administrator, in whole or in part in common stock held by the holder and valued at fair market value on the date of exercise, (iv) to the extent permitted by applicable law and provided for in the applicable award agreement or as approved by the Administrator, by delivery of a promissory note on terms established by the Administrator, or (v) by any combination of such methods.

All options shall be exercisable at such times and subject to such terms and conditions as the Administrator may specify in the applicable award agreement. In the case of ISOs, the aggregate fair market value (determined as of the date of grant) of common stock with respect to which such ISOs become exercisable

for the first time during any calendar year cannot exceed $100,000. ISOs granted in excess of this limitation will be treated as NQOs.

The Administrator shall determine the effect on an Award of the disability, death, termination or other cessation of employment or other change in status of a participant and the extent to which, and the period during which, the participant may exercise his or her rights pursuant to an Award.

A restricted stock award is a grant of shares of common stock, which may or may not be subject to forfeiture restrictions during a restriction period. RSUs are granted in reference to a specified number of shares of common stock and entitle the holder to receive one share of common stock for each such share of common stock covered by the RSU. The Administrator shall determine the terms and conditions of restricted stock and RSU awards, including the conditions for vesting and repurchase (or forfeiture) and the price, if any, to be paid by the participant for each share of common stock subject to such Award. Participants holding shares of restricted stock will be entitled to all ordinary cash dividends paid with respect to such shares, unless otherwise provided by the Administrator. As determined by the Administrator, any shares, cash or other property distributable as a dividend will be subject to the same restrictions on transferability and forfeitability as the shares of restricted stock with respect to which they were paid.

The Administrator may grant performance awards in accordance with the Plan. Other stock-based awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a participant is otherwise entitled. Other stock-based awards may be paid in shares of common or in cash, as the Administrator shall determine. Subject to the provisions of the Plan, the Administrator shall determine the terms and conditions of each other stock-based award, including any purchase price applicable thereto.

The Administrator may impose restrictions on the grant, exercise or payment of an Award as it determines appropriate. Generally, Awards granted under the Plan shall be nontransferable except by will or by the laws of descent and distribution. No participant shall have any rights as a shareholder with respect to shares covered by options or RSUs, unless and until such Awards are settled in shares of common stock.

No option shall be exercisable, no shares of common stock shall be issued, no certificates for shares of common stock shall be delivered and no payment shall be made under the Plan except in compliance with all applicable laws.

The Administrator may at any time provide that any Award shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

The Administrator may amend, suspend or terminate the Plan and the Administrator may amend any outstanding Award at any time; provided, however, that no such amendment or termination may adversely affect Awards then outstanding without the holder's permission.

In the event of a reorganization event (as defined in the Plan), the Administrator may take any of the following actions as to all or any (or any portion of) outstanding Awards other than restricted stock awards on such terms as the Administrator determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a participant, provide that the participant's unexercised Awards will terminate immediately prior to the consummation of such reorganization event unless exercised by the participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become exercisable, realizable, or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of common stock will receive upon consummation thereof a cash payment for each share surrendered in the reorganization event (the "Acquisition Price"), make or provide for a cash payment to a participant equal to the excess, if any, of (A) the Acquisition Price times the number of shares of common stock subject to the participant's Awards (to the extent the exercise price does not exceed the

Acquisition Price) over (B) the aggregate exercise price of all such outstanding Awards and any applicable tax withholdings, in exchange for the termination of such Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof and any applicable tax withholdings) and (vi) any combination of the foregoing. In taking any of the permissible actions above, the Administrator shall not be obligated by the Plan to treat all Awards, all Awards held by a participant, or all Awards of the same type, identically.

With respect to restricted stock awards, upon the occurrence of a reorganization event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company under each outstanding restricted stock award shall inure to the benefit of the Company's successor and shall, unless the Administrator determines otherwise, apply to the cash, securities or other property which the common stock was converted into or exchanged for pursuant to such reorganization event in the same manner and to the same extent as they applied to the common stock subject to such restricted stock award. Upon the occurrence of a reorganization event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the applicable award agreement or any other agreement between the participant and the Company, all restrictions and conditions on all restricted stock awards then outstanding shall automatically be deemed terminated or satisfied.

Retirement Benefits

We maintain a section 401(k) retirement plan for all employees after three months of consecutive employment who are 21 years of age or older. Employees can contribute up to 100% of their eligible pay, subject to maximum amounts allowed under law. The Company provides matching and profit sharing contributions under the 401(k) retirement plan. The total amount of Company matching contributions under the 401(k) retirement plan for 2014 was $35,000.

Compensation of Non-Employee Directors

The following table sets forth in summary form information concerning the compensation that we paid or awarded during the fiscal year ended December 31, 2014 to our non-employee director. Dollar values are based on the independent valuation of our common stock of $0.88 per share as of December 31, 2014.

Name	Fees earned or paid in cash ($)	Stock awards ($)	Total ($)
Gino Santini	40,000	66,000	106,000

(1) Mr. Santini was awarded 75.000 shares of restricted common stock on March 5, 2014. Of the 75,000 shares of restricted common stock, 37,500 shares were subject to forfeiture until vested. The restricted shares vest and become non-forfeitable as follows: 12,500 of the restricted shares vested on April 1, 2014, and thereafter an additional 12,500 vest at the end of each quarterly period following April 1, 2014. Pursuant to Mr. Santini's restricted stock award agreement, the shares will immediately become fully vested upon the occurrence of a "Sale Event" (as defined in the restricted stock award agreement).

With the exception of Gino Santini, we did not pay compensation or grant any equity awards to any of our other non-employee directors for serving on our board during 2014. The compensation earned by Mr. Heffernan, as Chief Executive Officer, for 2014 is included in the "— Summary Compensation Table" and his outstanding stock and option awards are included under "— Outstanding Equity Awards at Fiscal Year-End" above. Other than Mr. Heffernan and Mr. Santini, no other directors held directly any outstanding equity awards as of December 31, 2014.

We intend to put in place a formal director compensation policy for all of our non-employee directors following the completion of this offering.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following includes a summary of transactions since January 1, 2012 to which we have been a party, in which the amount involved in the transaction exceeded $120,000, and in which any of our directors, executive officers or, to our knowledge, beneficial owners of more than 5% of our capital stock or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change in control and other arrangements, which are described under "Executive and Director Compensation."

Series B Convertible Preferred Stock Financing

In February 2012, we entered into a Series B Convertible Preferred Stock Purchase Agreement, pursuant to which we issued and sold to investors an aggregate of 27,324,237 shares of our Series B Convertible Preferred Stock at a purchase price of $0.84 per share, for aggregate consideration of $23.0 million. In connection with the Series B Convertible Preferred Stock financing, all issued and outstanding shares of previously issued Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-2 Preferred Stock and Series D-1 Preferred Stock were converted into 18,464,674 shares of Series A Convertible Preferred Stock.

Series C Convertible Preferred Stock Financing

In August 2013, we entered into a Series C Convertible Preferred Stock Purchase Agreement, or the Series C Purchase Agreement, pursuant to which we issued and sold to investors an aggregate of 2,220,670 shares of our Series C Convertible Preferred Stock at a purchase price of $1.386 per share, for aggregate consideration of $3.1 million. In September 2013, at an additional closing pursuant to the Series C Purchase Agreement, we issued and sold to investors an aggregate of 665,334 shares of our Series C Convertible Preferred Stock at a purchase price of $1.386 per share, for aggregate consideration of $922,000. In December 2013, those investors who participated in the closings in August and September 2013 exercised their option under the Series C Purchase Agreement to purchase an additional pro rata portion of an aggregate of 5,772,004 shares of our Series C Convertible Preferred Stock at a purchase price of $1.386 per share, for aggregate consideration of $8.0 million.

All outstanding convertible preferred stock will be converted into common stock upon the closing of this offering.

The participants in the convertible preferred stock financings described above included the following directors, executive officers and/or holders of more than 5% of our capital stock or entities affiliated with them. The following table presents the number of shares issued to these related parties in these financings:

Participants[1]	Shares of Series A Convertible Preferred Stock	Series A Convertible Preferred Stock Aggregate Purchase Price	Shares of Series B Convertible Preferred Stock	Series B Convertible Preferred Stock Aggregate Purchase Price	Shares of Series C Convertible Preferred Stock	Series C Convertible Preferred Stock Aggregate Purchase Price
5% or greater shareholders						
Entities affiliated with Boston Millennia Partners[2]	4,881,801[6]	$ 5,988,017	1,862,481	$ 1,564,484	—	$ —
Frazier Healthcare VI, L.P.[3]	4,019,183[6]	$ 4,929,930	1,533,399	$ 1,288,055	2,705,585	$ 3,749,941
Entities affiliated with Longitude Capital Partners, LLC[4]	—	$ —	13,095,238	$ 11,000,000	3,224,261	$ 4,468,826
Skyline Venture Partners V, L.P.[5]	—	$ —	10,714,286	$ 9,000,000	2,638,030	$ 3,656,310

(1) Additional details regarding these shareholders and their equity holdings are provided in "Principal Shareholders."

(2) Represents shares held, in the aggregate, by Boston Millennia Associates II Partnership, Strategic Advisors Fund Limited Partnership, Boston Millennia Partners GmbH & Co. KG, Boston Millennia Partners II-A Limited Partnership, and Boston Millennia Partners II Limited Partnership or, collectively, the Boston Millennia Funds. Robert Jevon, a member of our board of directors, is a partner of Boston Millennia Partners, which is the general partner of the Boston Millennia Funds.

(3) The general partner of Frazier Healthcare VI, L.P. is a limited partnership, the general partner of which is FHM VI, LLC. Patrick Heron, a member of our board of directors, is a member of FHM VI, LLC.

(4) Represents shares held, in the aggregate, by Longitude Venture Partners, L.P. and Longitude Capital Associates, L.P. or, collectively, the Longitude Funds. Longitude Capital Partners, LLC is the general partner of the Longitude Funds. David Hirsch, a member of our board of directors, is a member of Longitude Capital Partners, LLC.

(5) The general partner of Skyline Venture Partners V, L.P. is Skyline Venture Management V, LLC. John G. Freund, a member of our board of directors, is a manager of Skyline Venture Management V, LLC.

(6) These amounts reflect the December 2013 reverse stock split pursuant to which every two issued and outstanding shares of Series A Convertible Preferred Stock were reclassified and combined into one share of Series A Convertible Preferred Stock.

Convertible Note Financing

In November and December 2014, we entered into a Convertible Note Purchase Agreement, pursuant to which we issued and sold to investors convertible promissory notes in the aggregate principal amount of $5 million, or the 2014 Convertible Note Financing. Pursuant to the Convertible Note Purchase Agreement, the convertible notes bear interest at a rate per annum of 6.0% and mature on the earlier of (i) November 14, 2015, (ii) immediately prior to a liquidation of the company, or (iii) upon an event of default. The notes will automatically convert to a new series of convertible preferred stock upon an issuance of convertible preferred stock with an aggregate value of at least $10 million. Otherwise, the convertible notes become subject to optional conversion upon maturity. The participants in the 2014 Convertible Notes Financing included the

following directors, executive officers and/or holders of more than 5% of our capital stock or entities affiliated with them. The following table presents the amount of the notes issued to these related parties in this financing:

Participants[1]	Amount of Notes Purchased
5% or greater shareholders	
Entities affiliated with Boston Millennia Partners[2]	$ 754,829
Frazier Healthcare VI, L.P.[3]	$ 924,264
Entities affiliated with Longitude Capital Partners, LLC[4]	$ 1,826,499
Skyline Venture Partners V, L.P.[5]	$ 1,494,408

(1) Additional details regarding these shareholders and their equity holdings are provided in "Principal Shareholders."

(2) Represents shares held, in the aggregate, by the Boston Millennia Funds. Robert Jevon, a member of our board of directors, is a partner of Boston Millennia Partners, which is the general partner of the Boston Millennia Funds.

(3) The general partner of Frazier Healthcare VI, L.P. is a limited partnership, the general partner of which is FHM VI, LLC. Patrick Heron, a member of our board of directors, is a member of FHM VI, LLC.

(4) Represents shares held, in the aggregate, by the Longitude Funds. Longitude Capital Partners, LLC is the general partner of the Longitude Funds. David Hirsch, a member of our board of directors, is a member of Longitude Capital Partners, LLC.

(5) The general partner of Skyline Venture Partners V, L.P. is Skyline Venture Management V, LLC. John G. Freund, a member of our board of directors, is a manager of Skyline Venture Management V, LLC.

In connection with the 2014 Convertible Note Financing, we entered into a Preferred Shareholder Agreement with the Boston Millennia Funds, the Longitude Funds, Skyline Venture Partners V, L.P. and Frazier Healthcare VI, L.P., pursuant to which the Longitude Funds, Skyline Venture Partners V, L.P. and Frazier Healthcare VI, L.P. agreed to vote their shares to waive, with respect to the Boston Millennia Funds, application of a mandatory conversion provision in our Articles of Incorporation, as amended, and other similar conversion provisions or other devices or mechanisms that may be adopted that are intended to incentivize the continued investment in the Company by existing holders of our preferred stock, subject to certain conditions described in the Preferred Shareholder Agreement.

Sixth Amended and Restated Stockholders Agreement

In connection with our reincorporation in Virginia in July 2014, we entered into the Sixth Amended and Restated Stockholders Agreement, or the Stockholders Agreement, with certain of our shareholders, including Island View Investors, LLC, a limited liability company of which our Chief Executive Officer, Michael T. Heffernan, is the sole member, the Longitude Funds, the Boston Millennia Funds, Frazier Healthcare VI, L.P. and Skyline Venture Partners V, L.P. The Stockholders Agreement, among other things:

- imposes restrictions on the transfer of capital stock;
- grants holders of our outstanding convertible preferred stock certain rights of first refusal, co-sale and put rights with respect to proposed transfers of our securities;
- grants us certain rights of first refusal with respect to proposed transfers of our securities;
- imposes "drag along" obligations on our shareholders, and permits "tag along" by holders of our preferred stock in certain sale transactions that are approved by our board of directors and certain of our preferred shareholders;
- sets forth voting obligations with respect to the constituency and size of our board of directors, and provides for the designation of our directors by certain of our preferred shareholders; and
- requires shareholders to enter into a 180-day lock-up period upon an initial public offering.

The Stockholders Agreement will terminate automatically upon completion of this offering.

Seventh Amended and Restated Investor Rights Agreement

In connection with our reincorporation in Virginia in July 2014, we entered into the Seventh Amended and Restated Investor Rights Agreement, or the Investor Right Agreement, with certain of our investors, including the Longitude Funds, the Boston Millennia Funds, Frazier Healthcare VI, L.P. and Skyline Venture Partners V, L.P. The Investor Rights Agreement, among other things:

- § imposes restrictions on the transfer of capital stock;
- § grants holders of our outstanding convertible preferred stock certain registration rights upon an initial public offering;
- § grants holders of our outstanding convertible preferred stock certain pre-emptive rights with respect to certain issuances of our securities;
- § requires us to establish a directed share program in connection with an initial public offering pursuant to which holders of preferred stock will have the option to purchase up to ten percent of the securities offered in the offering at the initial offering price to the public;
- § imposes certain affirmative and negative covenants on us, including an obligation for us to deliver periodic financial statements and budgets to any holder of at least 1 million shares of our preferred stock;
- § grants board observer rights to the Longitude Funds and Skyline Venture Partners V, L.P. so long as such investors hold at least 2 million shares of our preferred stock; and
- § requires shareholders to enter into a 180-day lock-up period upon an initial public offering.

The provisions in the Investor Rights Agreement granting certain pre-emptive rights will terminate automatically upon completion of this offering.

Management Rights Letters

In connection with our reincorporation in Virginia in July 2014, we entered into management rights letters with certain of our shareholders, including the Boston Millennia Funds, the Longitude Funds, Frazier Healthcare VI, L.P. and Skyline Venture Partners V, L.P. The management rights letters grant certain management rights in the event that such shareholder is not represented on our Board of Directors, as well as certain inspection rights. The management rights letters will terminate automatically upon completion of this offering.

Employment Agreements

We have entered into employment agreements with certain of our named executive officers that provide for salary, bonus and severance compensation. For more information regarding these employment agreements, see "Executive and Director Compensation — Employment Agreements" and "Executive and Director Compensation — Potential Payments Upon a Termination or Change of Control."

Equity Issued to Executive Officers and Directors

We have granted common stock and/or stock options to our named executive officers and directors, as more fully described in "Executive and Director Compensation — Employment Agreements," "Executive and Director Compensation — Option Awards During Fiscal Year Ended December 31, 2014" and "Executive and Director Compensation — Compensation of Non-Employee Directors."

Indemnification Agreements with our Directors and Officers

We have or will enter into, and intend to continue to enter into, indemnification agreements with our directors and executive officers, in addition to the indemnification provided for in our amended and restated articles of incorporation and our amended and restated bylaws. These agreements, among other things, require us to indemnify our directors and executive officers for certain expenses, including attorneys' fees, judgments, fines

and settlement amounts incurred by a director or executive officer in any action or proceeding arising out of their services as one of our directors and/or executive officers or any other company or enterprise to which the person provides services at our request. Furthermore, the indemnification agreements with our directors who are designated by the Boston Millennia Funds, the Longitude Funds, Frazier Healthcare VI, L.P., and Skyline Venture Partners V, L.P. require us to indemnify these shareholders for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by them in any action or proceeding arising by reason of the fact that such shareholders have the ability to appoint directors to our board. We believe that these charter and bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

The limitation of liability and indemnification provisions in our amended and restated articles of incorporation and amended and restated bylaws may discourage shareholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our shareholders. A shareholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Policies and Procedures for Transactions with Related Persons

Upon the closing of this offering, our board of directors will adopt a related party transactions policy for us. Pursuant to the related party transactions policy, we will review all transactions with a dollar value in excess of $120,000 involving us in which any of our directors, director nominees, significant shareholders and executive officers and their immediate family members will be participants, to determine whether such person has a direct or indirect material interest in the transaction. This policy was not in effect when we entered into the transactions described above. All directors, director nominees and executive officers will be required to promptly notify our chief financial officer of any proposed transaction involving us in which such person has a direct or indirect material interest. Such proposed transaction will then be reviewed by the audit committee to determine whether the proposed transaction is a related party transaction under our policy. In reviewing any related party transaction, the audit committee will determine whether or not to approve or ratify the transaction based on all relevant facts and circumstances, including the following:

- the materiality and character of the related person's interest in the transaction;
- the commercial reasonableness of the terms of the transaction;
- the benefit and perceived benefit, or lack thereof, to us;
- the opportunity costs of alternate transactions; and
- the actual or apparent conflict of interest of the related person.

In the event that any member of the audit committee is not a disinterested member with respect to the related person transaction under review, that member will be excluded from the review and approval or rejection of such related party transaction and another director may be designated to join the committee for purposes of such review. Whenever practicable, the reporting, review and approval will occur prior to entering into the transaction. If advance review and approval is not practicable, the audit committee will review and may, in its discretion, ratify the related party transaction. After any such review, the audit committee will approve or ratify the transaction only if it determines that the transaction is in, or not inconsistent with, the best interests of us and our shareholders. Our related party transaction policy will be available on our website, www.collegiumpharma.com, under the "Investor Relations" section, upon the effective date of this offering. The information contained in, or that can be accessed through, our website is not part of this prospectus.

PRINCIPAL SHAREHOLDERS

The following table sets forth certain information regarding the beneficial ownership of our capital stock outstanding as of February 28, 2015 by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our shares of common stock;
- each of our directors;
- each of our named executive officers; and
- all of our directors and executive officers as a group.

The percentage ownership information under the column entitled "Before offering" is based on 52,157,656 shares of common stock outstanding as of February 28, 2015, which assumes the conversion of all outstanding shares of our convertible preferred stock into 45,214,579 shares of common stock upon the closing of this offering. The percentage ownership information under the column entitled "After offering" is based on the sale of shares of common stock to be outstanding after this offering and gives effect to the conversion of all outstanding shares of our convertible preferred stock into 45,214,579 shares of common stock upon the closing of this offering.

Information with respect to beneficial ownership has been furnished by each director, officer or beneficial owner of more than 5% of our common stock. We have determined beneficial ownership in accordance with the rules of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. The table below assumes that the underwriters do not exercise their option to purchase additional shares from us. In addition, the rules attribute beneficial ownership of securities as of a particular date to persons who hold options or warrants to purchase shares of common stock and that are exercisable within 60 days of such date. These shares are deemed to be outstanding and beneficially owned by the person holding those options or warrants for the purpose of computing the percentage ownership of that person, but they are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the persons or entities identified in this table have sole voting and investment power with respect to all shares shown as beneficially owned by them, subject to applicable community property laws.

Except as otherwise noted below, the address for each person or entity listed in the table is c/o Collegium Pharmaceutical, Inc., 780 Dedham Street, Suite 800, Canton, MA 02021. The table below does not reflect any shares of our common stock that our directors, executive officers, 5% shareholders or their affiliated entities may purchase in this offering, including any of the reserved shares, as described in the "Underwriting" section of this prospectus.

Name and Address of Beneficial Owner	Number of shares beneficially owned	Percentage of shares beneficially owned	
		Before offering	After offering
5% or greater shareholders:			
Entities affiliated with Longitude Capital Partners, LLC[1]	16,319,499	31.29%	
Skyline Venture Partners V, L.P.[2]	13,352,316	25.60%	
Frazier Healthcare VI, L.P.[3]	8,258,167	15.83%	
Entities affiliated with Boston Millennia Partners[4]	6,744,282	12.93%	
Directors and Named Executive Officers:			
Michael T. Heffernan, R. Ph.[5]	2,304,161	4.39%	
Ernest A. Kopecky Ph.D.[6]	220,179	*	
Douglas R. Carlson[7]	132,054	*	
Garen G. Bohlin	—	*	
John G. Freund, M.D.[8]	13,352,316	25.60%	
Patrick Heron[9]	8,258,167	15.83%	
David Hirsch, M.D., Ph.D.[10]	16,319,499	31.29%	
Robert W. Jevon[11]	6,744,282	12.93%	
Gino Santini	160,000	*	
All current executive officers and directors as a group (12 persons)[12]	47,772,168	89.94%	

* Represents beneficial ownership of less than one percent (1%) of the outstanding shares of our common stock.

(1) Includes (a) 15,998,840 shares of common stock issuable upon conversion of convertible preferred stock held by Longitude Venture Partners, L.P. and (b) 320,659 shares of common stock issuable upon conversion of convertible preferred stock held by Longitude Capital Associates, L.P. Longitude Capital Partners, LLC is the general partner of the Longitude Funds and may be deemed to have sole voting investment and dispositive power over the shares held by the Longitude Funds. Patrick G. Enright and Juliet Tammenoms Bakker are managing members and in their capacity as such, may be deemed to exercise shared voting and investment power over the shares held by the reporting persons. David Hirsch, a member of our board of directors, is a member of Longitude Capital Partners, LLC. Each of these individuals disclaims beneficial ownership of such shares except to the extent of his or her pecuniary interest therein.

(2) Represents shares of common stock issuable upon conversion of convertible preferred stock held by Skyline Venture Partners V, L.P. The general partner of Skyline Venture Partners V, L.P. is Skyline Venture Management V, LLC. John G. Freund and Yasunori Kaneko are managers of Skyline Venture Management V, LLC. These individuals share voting and investment power over the shares held by Skyline Venture Management, LLC. Each of these individuals disclaims beneficial ownership of all the shares held by Skyline Venture Partners V, L.P. except to the extent of his proportionate pecuniary interest therein.

(3) Represents shares of common stock issuable upon conversion of convertible preferred stock held by Frazier Healthcare VI, L.P. The general partner of Frazier Healthcare VI, L.P. is a limited partnership, the general partner of which is FHM VI, LLC. The members of FHM VI, LLC are Dr. Nathan Every, Alan Frazier, Nader Naini, Patrick Heron, a member of our board of directors, and Dr. James Topper. These individuals share voting and investment power over the shares held by Frazier Healthcare VI, L.P. Each of these individuals disclaims beneficial ownership of such shares, except to the extent of his pecuniary interest.

(4) Includes (a) 29,174 shares of common stock issuable upon conversion of convertible preferred stock held by Boston Millennia Associates II Partnership, (b) 50,349 shares of common stock issuable upon conversion of convertible preferred stock held by Strategic Advisors Fund Limited Partnership, (c) 797,331 shares of common stock issuable upon conversion of convertible preferred stock held by Boston Millennia Partners GmbH & Co. KG, (d) 268,213 shares of common stock issuable upon conversion of convertible preferred stock held by Boston Millennia Partners II-A Limited Partnership, and (e) 5,599,215 shares of common stock issuable upon conversion of convertible preferred stock held by Boston Millennia Partners II Limited Partnership. Robert Jevon, one of our directors, is a partner of Boston Millennia Partners. Boston Millennia Verwaltungs GmbH is the managing director of Boston Millennia Partners GmbH & Co. KG. Martin J. Hernon, A. Dana Callow, Jr. and Robert S. Sherman are general partners of Boston Millennia Associates II Partnership and Strategic Advisors Fund Limited Partnership. Martin J. Hernon, A. Dana Callow,

Jr. and Robert S. Sherman exercise voting and investment power over the shares held by the Boston Millennia Funds and may be deemed to have beneficial ownership of these shares.

(5) Includes 325,500 shares of our common stock subject to options exercisable within 60 days of February 28, 2015 and 1,125,000 shares of common stock held by Island View Investors LLC, of which Mr. Heffernan, our Chief Executive Officer, is the sole member.

(6) Includes 220,179 shares of our common stock subject to options exercisable within 60 days of February 28, 2015.

(7) Includes 132,054 shares of our common stock subject to options exercisable within 60 days of February 28, 2015.

(8) Dr. Freund is a member of a group of persons who exercise voting and investment power over the shares of common stock beneficially owned by Skyline Venture Partners V, L.P. and may be deemed to beneficially own the shares held by Skyline Venture Partners V, L.P. Dr. Freund's address is c/o Skyline Venture Partners V, L.P., 525 University Ave., Palo Alto, CA 94301.

(9) Mr. Heron is a member of a group of persons who exercise voting and investment power over the shares of common stock beneficially owned by Frazier Healthcare VI, L.P. and may be deemed to beneficially own the shares held by Frazier Healthcare VI, L.P. Mr. Heron's address is c/o Frazier Healthcare VI, L.P., 601 Union Street, Suite 3200, Seattle, WA 98101.

(10) Dr. Hirsch is a member of a group of persons who exercise voting and investment power over the shares of common stock beneficially owned by the Longitude Funds and may be deemed to beneficially own the shares held by the Longitude Funds. Dr. Hirsch disclaims beneficial ownership of such shares except to the extent of his pecuniary interest therein. Dr. Hirsch's address is c/o Longitude Capital Partners, LLC, 800 El Camino Real, Ste. 220, Menlo Park, CA 94024.

(11) Mr. Jevon is an affiliate of a group of persons who exercise voting and investment power over the shares of common stock beneficially owned by the Boston Millennia Funds. and may be deemed to beneficially own the shares held by the Boston Millennia Funds. Mr. Jevon's address is c/o Boston Millennia Partners, 30 Rowes Wharf, Boston, MA 02110.

(12) Includes 959,243 shares of common stock which the directors and executive officers have the right to acquire upon the exercise of stock options that were exercisable as of February 28, 2015, or that will become exercisable within 60 days after that date.

DESCRIPTION OF CAPITAL STOCK

The following description summarizes information about our capital stock. This information does not purport to be complete and is subject to, and qualified in its entirety by reference to, the terms of our amended and restated articles of incorporation and amended and restated bylaws, which are included as exhibits to the registration statement of which this prospectus forms a part, and the applicable provisions of Virginia law, the state in which we are incorporated. You are encouraged to read our amended and restated articles of incorporation and amended and restated bylaws for greater detail with respect to these provisions.

As of February 28, 2015 our capital stock was held of record by 66 shareholders. Upon the closing of this offering, our authorized capital stock will consist of shares, of which are designated as common stock with a par value of $0.001 per share and of which are designated as preferred stock with a par value of $0.001.

Common Stock

Shares of our common stock have the following rights, preferences and privileges:

Voting Rights. The holders of our common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the shareholders. With certain exceptions, a majority of the votes cast at a shareholder meeting at which a quorum is present must approve all shareholder matters. Our amended and restated articles of incorporation provide that an amendment to our amended and restated articles of incorporation, a merger, share exchange, domestication, entity conversion, sale of assets that requires shareholder approval or our dissolution must be approved by a majority of all the votes entitled to be cast at a shareholder meeting. Our amended and restated bylaws also provide that our directors are elected by the vote of the majority of the votes cast (meaning the number of shares voted "for" a director must exceed the number of shares voted "against" that director). However, if there are more nominees for election than the number of directors to be elected, directors are elected by a plurality of the votes cast on the election of directors at a shareholder meeting at which a quorum is present.

Dividends. Subject to the preferences applicable to any shares of preferred stock outstanding at any time, holders of our common stock are entitled to receive dividends when and as declared by our board of directors from assets or funds legally available therefor. The timing, declaration, amount and payment of future dividends will depend on our financial condition, earnings, capital requirements and debt service obligations, as well as legal requirements, regulatory constraints, industry practice and other factors that our board of directors deems relevant. Our board of directors will make all decisions regarding our payment of dividends from time to time in accordance with applicable law.

Liquidation. Subject to any preferential liquidation rights of holders of preferred stock that may be outstanding, upon our dissolution, the holders of our common stock will be entitled to share ratably in our assets legally available for distribution to our shareholders.

No Preemptive or Similar Rights. The holders of our common stock do not have any preemptive rights or preferential rights to subscribe for shares of our capital stock or any other securities. Our common stock is not subject to any redemption or sinking fund provisions.

Preferred Stock

Immediately prior to the consummation of this offering, all outstanding shares of preferred stock will be converted into an aggregate of 45,214,579 shares of common stock. Under our amended and restated articles of incorporation, our board of directors may issue preferred stock in one or more series, with preferences, limitations and rights as authorized by our board of directors, to the extent permitted by Virginia law.

Stock Options

As of December 31, 2014, we had outstanding options to purchase 1,939,478 shares of our common stock at a weighted-average price of $0.10 per share, pursuant to our 2014 Stock Incentive Plan.

Restricted Common Stock

As of December 31, 2014, we had 106,176 shares of restricted common stock issued and outstanding.

Warrants

In October 2010, we issued a warrant to Comerica Bank, which warrant was immediately exercisable for 33,746 shares of our then outstanding Series D-1 Convertible Preferred Stock at an exercise price of $1.778 per share. In connection with the Series B Convertible Preferred Stock financing, all issued and outstanding shares of previously issued preferred stock, including Series D-1 Preferred Stock, were converted into shares of Series A Convertible Preferred Stock. Additionally, pursuant to the December 2013 reverse stock split, the number of shares underlying the warrant was adjusted to 16,873 shares of Series A Preferred Stock. The shares underlying the warrant are entitled to the piggyback registration rights set forth in the Investor Rights Agreement described below. The warrant expires on October 28, 2017 but will be extended until the third anniversary of the effective date of this offering. Upon the completion of this offering, the warrant will be converted into a warrant to purchase 16,873 shares of common stock.

In August 2012, in connection with the closing of the Original Term Loan, we issued a warrant to SVB, which warrant was immediately exercisable for 23,810 shares of our common stock at an exercise price of $0.07 per share. Pursuant to the December 2013 reverse stock split, the number of shares underlying this warrant was adjusted to 11,905 shares of common stock. This warrant expires on January 30, 2024. In January 2014, in connection with the closing of Amendment No. 1 to the Original Term Loan, we issued an additional warrant to SVB, which warrant was immediately exercisable for 14,430 shares of our common stock at an exercise price of $0.05 per share. Pursuant to an adjustment mechanism included in this warrant, it automatically became exercisable for an additional 86,580 shares of our common stock. This warrant expires on January 30, 2024. Both SVB warrants are subject to cashless exercise. Upon the completion of this offering, the SVB warrants will represent the right to purchase an aggregate of 112,915 shares of common stock.

Convertible Notes

In November 2014, we entered into a Convertible Note Purchase Agreement, pursuant to which we issued and sold to investors convertible promissory notes in the aggregate principal amount of $5.0 million. Pursuant to the Convertible Note Purchase Agreement, the convertible notes bear interest at a rate per annum of 6.0% and mature on the earlier of (i) November 14, 2015, (ii) immediately prior to a liquidation of the company, or (iii) upon an event of default. The notes will automatically convert to a new series of convertible preferred stock upon an issuance of convertible preferred stock with an aggregate value of at least $10.0 million. Otherwise, the convertible notes become subject to optional conversion upon maturity.

Registration Rights

Pursuant to the Investor Rights Agreement, certain holders of shares of our common stock will have will have registration rights and certain holders of shares of our preferred stock will have registration rights with respect to the shares of common stock issuable upon conversion as further described below. After registration of these shares of common stock pursuant to these rights, these shares will become freely tradable without restriction under the Securities Act. These holders may also be able to sell shares without registration pursuant to Rule 144 as described in this prospectus. See "Shares Eligible for Future Sale — Rule 144." If not otherwise exercised, the rights described below will expire three years after the closing of this offering.

Demand Registration Rights

Beginning six months after this offering and subject to specified limitations set forth in the Investor Rights Agreement, the holders constituting a majority of the then outstanding registrable shares may demand in writing that we register all or a portion of the registrable shares under the Securities Act pursuant to the filing of a Registration Statement on Form S-1. We are not obligated to file a registration statement pursuant to this provision on more than two occasions in any 12-month period, provided, however, that such obligation shall be deemed satisfied only when (i) a registration statement covering no less than 70% of the number of registrable shares specified in a notice received for sale in accordance with the method of disposition specified by the requesting holders shall have become effective or if such registration statement has been withdrawn prior to the consummation of the offering at the request of the holders of a majority of the registrable shares requested to be included in the offering, and (ii) if such method of disposition is a firm commitment, underwritten public offering, all such shares were sold pursuant thereto.

In addition, subject to specified limitations set forth in the Investor Rights Agreement, at any time after we become eligible to file a registration statement on Form S-3, a holder or holders of the registrable shares then outstanding may request that we register their registrable securities on Form S-3 for purposes of a public offering if the total shares registered have an aggregate offering price of at least $1 million. We are not obligated to file a registration statement pursuant to this provision on more than two occasions in any 12-month period.

Piggyback Registration Rights

If, at any time, we propose to file a registration statement to register any of our securities under the Securities Act, either for our own account or for the account of any of our shareholders, the holders of our registrable securities are entitled to notice of registration and, subject to specified exceptions, we will be required upon the holder's request to use our best efforts to register their then-held registrable securities. The underwriters of any underwritten offering will have the right to limit the number of shares having registration rights to be included in the registration statement, but not below 20% of the total number of shares requested by the holders to be included in the registration statement.

Other Provisions

The Investor Rights Agreement provides that, in connection with this offering and upon the managing underwriters' request, holders of registrable securities will be subject to a "lock-up" provision prohibiting the sale or other disposition of our securities for up to 180 days.

We will pay registration expenses up to $25,000, other than the underwriting discount, selling commissions and the fees and expenses of the selling shareholders' own counsel (other than the counsel selected to represent all of the selling shareholders), related to any demand registration. The Investor Rights Agreement contains customary cross-indemnification provisions, pursuant to which we are obligated to indemnify the selling shareholders in the event of material misstatements or omissions in the registration statement attributable to us, and they are obligated to indemnify us for material misstatements or omissions in the registration statement attributable to them.

Anti-Takeover Effects of Provisions of our Articles of Incorporation, our Bylaws and Virginia Law

Various provisions contained in our amended and restated articles of incorporation, our amended and restated bylaws and Virginia law could delay, deter or discourage some transactions involving an actual or potential change in control of the Company. Provisions in our amended and restated articles of incorporation and our amended and restated bylaws include:

- a provision allowing our board of directors to establish one or more series or classes of undesignated preferred stock, the terms of which can be determined by the board of directors at the time of issuance;
- advance written procedures and notice requirements with respect to shareholder proposals and shareholder nomination of candidates for election as directors;

- a provision that only the board of directors or the chairman of the board of directors may call a special meeting of the shareholders, except that the board of directors must call a special meeting upon the request from at least 20% of the combined voting power of the outstanding shares of all class of our capital stock;
- the requirement that the authorized number of our directors be changed only by resolution of our board of directors;
- a provision that our board of directors shall fill any vacancies on our board of directors, including vacancies resulting from a board of directors resolution to increase the number of directors;
- limitations on the manner in which shareholders can remove directors from the board;
- the lack of cumulative voting in the election of directors; and
- a prohibition on shareholders acting by less-than-unanimous written consent.

Articles of Incorporation and Bylaws

Preferred stock

Our amended and restated articles of incorporation authorize our board to establish one or more series of preferred stock and to determine, with respect to any series of preferred stock, the preferences, rights and other terms of such series. See "—Preferred Stock" for additional information. Under this authority, our board could create and issue a series of preferred stock with rights, preferences or restrictions that have the effect of discriminating against an existing or prospective holder of our capital stock as a result of such holder beneficially owning or commencing a tender or exchange offer for a substantial amount of our common stock. One of the effects of authorized but unissued and unreserved shares of preferred stock may be to render it more difficult for, or to discourage an attempt by, a potential acquiror to obtain control of us by means of a merger, tender or exchange offer, proxy contest or otherwise, and thereby protect the continuity of our management. The issuance of shares of preferred stock may have the effect of delaying, deferring or preventing a change in control of our Company without any action by our shareholders.

Qualification and election of directors

Our bylaws provide that to be eligible to be a nominee for election to our board of directors, a person must submit a written questionnaire regarding his or her background and qualifications and must agree to other representations as set forth in our bylaws.

Upon consummation of the offering, we will also have adopted a director resignation policy. The director resignation policy will be set forth in our Corporate Governance Guidelines and will provide that any nominee for director in an uncontested election who receives more votes cast "against" than "for" his or her election must tender his or her resignation to the board of directors for consideration in accordance with the procedures set forth in our Corporate Governance Guidelines. The Nominating and Corporate Governance Committee will then evaluate the best interests of us and our shareholders and will recommend to the board of directors the action to be taken with respect to the tendered resignation. Following the board of directors' determination, we will promptly publicly disclose the board of directors' decision of whether or not to accept the resignation and an explanation of how the decision was reached, including, if applicable, the reasons for rejecting the resignation.

Board vacancies; removal

Our amended and restated articles of incorporation provide that any vacancy occurring on our board of directors will be filled by a majority of directors then in office, even if less than a quorum. Our amended and restated articles of incorporation also provide that our directors can only be removed for cause.

Special meetings of shareholders

Our amended and restated bylaws provide that only the board of directors or the chairman of the board of directors may call a special meeting of the shareholders, except that the Company must call a special meeting upon the request from at least 20% of the combined voting power of the outstanding shares of all classes of our capital stock.

Advance notification of shareholder nominations and proposals

Our amended and restated bylaws establish advance notice procedures with respect to shareholder proposals and the nomination of persons for election as directors, other than nominations made by or at the direction of our board of directors.

Virginia Anti-Takeover Statutes

Affiliated transactions statute

Virginia law contains provisions governing certain material transactions, or affiliated transactions, between the Company and any holder of more than 10% of any class of its outstanding voting shares, or an interested shareholder. In general, these provisions prohibit a Virginia corporation from engaging in an affiliated transaction with an interested shareholder for a period of three years following the date such person became an interested shareholder, unless (i) a majority of the disinterested directors and the holders of at least two-thirds of the voting shares, other than those beneficially owned by the interested shareholder, approved the affiliated transaction, or (ii) before the date that the person became an interested shareholder, a majority of the disinterested directors approved the transaction that resulted in the person becoming an interested shareholder. After three years, any such transaction must be at a "fair price," as statutorily defined, or must be approved by the holders of at least two-thirds of the voting shares, other than those beneficially owned by the interested shareholder. Affiliated transactions subject to this approval requirement include mergers, share exchanges, material dispositions of corporate assets not in the ordinary course of business, the sale of shares of the corporation or any of its subsidiaries to an interested shareholder having an aggregate fair market value of greater than 5% of the aggregate fair market value of the corporation's outstanding shares, any dissolution of the Company proposed by or on behalf of an interested shareholder or any reclassification, including reverse stock splits, recapitalization or merger of the Company with its subsidiaries, if any, that increases the percentage of voting shares beneficially owned by an interested shareholder by more than 5%.

The shareholders of a Virginia corporation may adopt an amendment to the corporation's articles of incorporation or bylaws opting out of the provisions of Virginia law governing affiliated transactions but such amendment shall not be effective until 18 months after its adoption. Neither our amended and restated articles of incorporation nor our amended and restated bylaws contain a provision opting out of the provisions of Virginia law governing affiliated transactions.

Control share acquisitions statute

Virginia law also contains provisions relating to control share acquisitions, which are transactions causing the voting strength of any person acquiring beneficial ownership of shares of a Virginia public corporation to meet or exceed certain threshold percentages (20%, $33^{1}/_{3}$% or 50%) of the total votes entitled to be cast for the election of directors. Shares acquired in a control share acquisition have no voting rights unless (i) the voting rights are granted by a majority vote of all outstanding shares other than those held by the acquiring person or any officer or employee director of the corporation or (ii) the articles of incorporation or bylaws of the corporation provide that these Virginia law provisions do not apply to acquisitions of its shares. The acquiring person may require that a special meeting of the shareholders be held to consider the grant of voting rights to the shares acquired in the control share acquisition.

As permitted by Virginia law, our amended and restated articles of incorporation contain a provision opting out of the Virginia anti-takeover law regulating control share acquisitions.

Indemnification and limitation of directors' and officers' liability

We are a Virginia corporation. As permitted by Virginia law, our amended and restated articles of incorporation provide that no director or officer shall be liable in any proceeding brought by or in the right of us or our shareholders for monetary damages arising out of any transaction, occurrence or other course of conduct, except for liability resulting from willful misconduct or a knowing violation of criminal law or of any federal or state securities laws.

Our amended and restated articles of incorporation require us to indemnify any director or officer who was or is a party to a proceeding, including a proceeding brought by or in the right of the Company, due to his or her status as our director or officer unless he or she engaged in willful misconduct or a knowing violation of criminal law. Our amended and restated articles of incorporation also require us to advance expenses to such person prior to the final disposition of any such proceeding.

We have obtained policies that insure our directors and officers against certain liabilities they may incur in their capacity as directors and officers.

We have or plan to enter into indemnification agreements with our directors and officers who also serve as directors. These agreements contain provisions that may require us, among other things, to advance expenses to and indemnify these directors and officers against certain liabilities that may arise because of their status or service as directors or officers of us.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be .

Listing

We intend to list our common stock on NASDAQ under the symbol "COLL."

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there has been no public market for our common stock. Future sales of substantial amounts of common stock in the public market could adversely affect prevailing market prices. Furthermore, since only a limited number of shares will be available for sale shortly after this offering because of contractual and legal restrictions on resale described below, sales of substantial amounts of common stock in the public market after the restrictions lapse could adversely affect the prevailing market price for our common stock as well as our ability to raise equity capital in the future.

Based on the number of shares of common stock outstanding as of December 31, 2014, upon the closing of this offering, shares of common stock will be outstanding, assuming no exercise of the underwriters' option to purchase additional shares from us and no exercise of options. All of the shares sold in this offering will be freely tradable unless held by an affiliate of ours. Except as set forth below, the remaining shares of common stock outstanding after this offering will be restricted as a result of securities laws or lock-up agreements. These remaining shares will be eligible for sale under Rule 144 or Rule 701 of the Securities Act upon expiration of lock-up agreements at least 180 days after the date of this offering.

Rule 144

In general, under Rule 144 as currently in effect, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, any person who is not an affiliate of ours and has held their shares for at least six months, including the holding period of any prior owner other than one of our affiliates, may sell shares without restriction, provided current public information about us is available. In addition, under Rule 144, any person who is not an affiliate of ours and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon the closing of this offering without regard to whether current public information about us is available. Beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours and who has beneficially owned restricted securities for at least six months, including the holding period of any prior owner other than one of our affiliates, is entitled to sell a number of restricted shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; and
- the average weekly trading volume of our common stock on NASDAQ during the four calendar weeks preceding the filing of a notice on Form 144 pursuant to Rule 144 with respect to the sale.

Sales of restricted shares under Rule 144 held by our affiliates are also subject to requirements regarding the manner of sale, notice and the availability of current public information about us. Rule 144 also provides that affiliates relying on Rule 144 to sell shares of our common stock that are not restricted shares must nonetheless comply with the same restrictions applicable to restricted shares, other than the holding period requirement.

Notwithstanding the availability of Rule 144, the holders of substantially all of our restricted shares have entered into lock-up agreements as described below and their restricted shares will become eligible for sale at the expiration of the restrictions set forth in those agreements.

Rule 701

Under Rule 701 of the Securities Act, or Rule 701, shares of our common stock acquired upon the exercise of currently outstanding options or pursuant to other rights granted under our stock plans may be resold by:

- persons other than affiliates, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, subject only to the manner-of-sale provisions of Rule 144; and

- our affiliates, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, subject to the manner-of-sale and volume limitations, current public information and filing requirements of Rule 144, in each case, without compliance with the six-month holding period requirement of Rule 144.

As of December 31, 2014, options to purchase a total of 1,939,478 shares of common stock were outstanding. Of the total number of shares of our common stock issuable under these options, substantially all are subject to contractual lock-up agreements with us or the underwriters described below under "Underwriting" and will become eligible for sale at the expiration of those agreements unless held by an affiliate of ours.

Lock-Up Agreements

We, along with our directors, executive officers and all or substantially all of our other shareholders and optionholders, have agreed that for a period of 180 days after the date of this prospectus, subject to specified exceptions, we or they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock. Upon expiration of the "lock-up" period, certain of our shareholders will have the right to require us to register their shares under the Securities Act. See "—Registration Rights" below.

Registration Rights

Upon the closing of this offering, the holders of shares of our common stock will be entitled to rights with respect to the registration of their shares under the Securities Act, subject to the lock-up arrangement described above. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares purchased by affiliates, immediately upon the effectiveness of the registration. Any sales of securities by these shareholders could have a material adverse effect on the trading price of our common stock. See "Description of Capital Stock — Registration Rights."

Equity Incentive Plans

We intend to file with the SEC a registration statement on Form S-8 under the Securities Act covering the shares of common stock reserved for issuance under the 2014 Equity Incentive Plan. The registration statement is expected to be filed and become effective as soon as practicable after the closing of this offering. Accordingly, shares registered under the registration statement will be available for sale in the open market following its effective date, subject to Rule 144 volume limitations and the lock-up agreements described above, if applicable. See "Executive and Director Compensation."

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS OF OUR COMMON STOCK

The following is a general discussion of material U.S. federal income and estate tax considerations relating to the ownership and disposition of our common stock by a non-U.S. holder. For purposes of this discussion, the term "non-U.S. holder" means a beneficial owner of our common stock that is not and is not treated as, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or of any political subdivision of the United States;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (ii) if the trust has a valid election to be treated as a U.S. person under applicable U.S. Treasury Regulations.

An individual may be treated as a resident instead of a nonresident of the United States in any calendar year for U.S. federal income tax purposes if the individual was present in the United States for at least 31 days in that calendar year and for an aggregate of at least 183 days during the three-year period ending with that calendar year. For purposes of this calculation, all of the days present in the tested year, one-third of the days present in the immediately preceding year and one-sixth of the days present in the second preceding year are counted. Residents are taxed for U.S. federal income tax purposes as if they were U.S. citizens.

This discussion is based on current provisions of the Code, existing and proposed U.S. Treasury Regulations promulgated thereunder, current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus and all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any change or differing interpretation could alter the tax consequences to non-U.S. holders described in this prospectus. In addition, the Internal Revenue Service, or the IRS, could challenge one or more of the tax consequences described in this discussion.

We assume in this discussion that each non-U.S. holder holds shares of our common stock as a capital asset within the meaning of the Code (generally, property held for investment). This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances nor does it address any aspects of state, local or non-U.S. taxes. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder, including the alternative minimum tax and the Medicare contribution tax on net investment income, and does not address the special tax rules applicable to particular non-U.S. holders, such as:

- insurance companies;
- tax-exempt organizations or tax-qualified retirement plans;
- governmental organizations;
- financial institutions;
- brokers, dealers or traders in securities or currencies;
- real estate investment trusts or regulated investment companies;
- pension plans;
- controlled foreign corporations;
- passive foreign investment companies;

- § persons deemed to sell our common stock under the constructive sale provisions of the Code;
- § persons who hold or receive our common stock pursuant to the exercise of any employee stock option or otherwise as compensation;
- § owners that hold our common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment; and
- § certain U.S. expatriates.

In addition, this discussion does not address the tax treatment of partnerships or persons who hold their common stock through partnerships or other entities that are pass-through entities for U.S. federal income tax purposes.

This summary is general information only. It is not tax advice. We urge each prospective non-U.S. Holder to consult their tax advisor concerning the particular U.S. federal, state, local and non-U.S. income, estate and other tax consequences of the purchase, ownership and disposition of our common stock.

Dividends

If we pay distributions on our common stock, those distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a tax-free return of the non-U.S. holder's investment, up to such non-U.S. holder's tax basis in the common stock. Any remaining excess will be treated as capital gain, subject to the tax treatment described in this prospectus under the heading "— Gain on Disposition of Common Stock." Any such distribution will also be subject to the discussion in this prospectus under the heading "— Withholding and Information Reporting Requirements — FATCA."

Dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax on the gross amount of the dividends at a 30.0% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder's country of residence. If we determine, at a time reasonably close to the date of payment of a distribution on our common stock, that the distribution will not constitute a dividend because we do not anticipate having current or accumulated earnings and profits, we may elect not to withhold U.S. federal income tax from such distribution as permitted by U.S. Treasury Regulations.

A non-U.S. holder of our common stock who claims the benefit of an applicable income tax treaty between the United States and such holder's country of residence generally will be required to provide a properly executed IRS Form W-8BEN or W-8BEN-E (or successor form) and satisfy applicable certification and other requirements.

A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim with the IRS.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States, and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, are generally exempt from the 30.0% withholding tax if the non-U.S. holder provides a properly executed IRS Form W-8ECI (or successor form). However, such U.S. effectively connected income, net of specified deductions and credits, is taxed at the same graduated U.S. federal income tax rates applicable to "United States persons" (within the meaning of the Code). Any U.S. effectively connected income received by a non-U.S. holder that is a corporation may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30.0% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such non-U.S. holder's country of residence.

Gain on Disposition of Common Stock

Subject to the discussion below regarding backup withholding and the Foreign Account Tax Compliance Act, or FATCA, a non-U.S. holder generally will not be subject to U.S. federal income tax on gain recognized on a disposition of our common stock unless:

- § the gain is effectively connected with the non-U.S. holder's conduct of a trade or business in the United States, and, if an applicable income tax treaty so provides, the gain is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States; in these cases, the non-U.S. holder will be taxed on a net income basis at the regular graduated rates and in the manner applicable to United States persons, and, if the non-U.S. holder is a foreign corporation, an additional branch profits tax at a rate of 30.0%, or a lower rate as may be specified by an applicable income tax treaty, may also apply;

- § the non-U.S. holder is an individual present in the United States for 183 days or more in the taxable year of the disposition and certain other requirements are met (in which case the non-U.S. holder will be subject to a 30.0% tax, or such lower rate as may be specified by an applicable income tax treaty, on the net gain derived from the disposition, which may be offset by U.S.-source capital losses of the non-U.S. holder, if any); or

- § we are or have been, at any time during the five-year period preceding such disposition (or the non-U.S. holder's holding period, if shorter) a "United States real property holding corporation" within the meaning of the Code, unless during such applicable period our common stock is regularly traded on an established securities market and the non-U.S. holder held no more than 5.0% of our outstanding common stock, actually or constructively. Generally, a corporation is a "United States real property holding corporation" if the fair market value of its "United States real property interests" equals or exceeds 50.0% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we believe that we are not currently, and we do not anticipate becoming, a "United States real property holding corporation" for U.S. federal income tax purposes. No assurance can be provided that our common stock will be regularly traded on an established securities market for purposes of the rule described above.

Information Reporting and Backup Withholding

The gross amount of the distributions on our common stock paid to each non-U.S. holder and the tax withheld, if any, with respect to such distributions must be reported annually to the IRS. Non-U.S. holders may have to comply with specific certification procedures to establish that they are not "United States persons" (within the meaning of the Code) in order to avoid backup withholding at the applicable rate, currently 28.0%, with respect to dividends on our common stock. Generally, a non-U.S. holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN, W-8BEN-E or W-8ECI or otherwise meets documentary evidence requirements for establishing that it is a non-U.S. holder, or otherwise establishes an exemption. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above under the heading "Dividends," will generally be exempt from backup withholding.

Information reporting and backup withholding generally will apply to the proceeds of a disposition of our common stock by a non-U.S. holder effected by or through a U.S. office of any broker, United States or foreign, unless the holder certifies its status as a non-U.S. holder (such as by providing a valid IRS Form W-8BEN, W-8BEN-E or W-8ECI) and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker.

Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder's U.S. federal income tax liability, if any, provided that an appropriate claim is timely filed with the IRS.

Withholding and Information Reporting Requirements — FATCA

Legislation known as the Foreign Account Tax Compliance Act, or FATCA, imposes U.S. federal withholding tax of 30.0% on payments of dividends on, and (to the extent described below) on gross proceeds from the sale or disposition of, our common stock if paid to a foreign entity unless (i) in the case of a foreign entity that is a "foreign financial institution" (within the meaning of the Code), the foreign entity undertakes certain due diligence, reporting, withholding and certification obligations, (ii) in the case of a foreign entity that is not a foreign financial institution, the foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or identifies each substantial United States owner or (iii) the foreign entity is otherwise exempt under FATCA. Withholding under FATCA will only apply (1) to payments of dividends on our common stock and (2) to payments of gross proceeds from a sale or other disposition of our common stock made after December 31, 2016. Under certain circumstances, a non-U.S. holder may be eligible for refunds or credits of such taxes.

Federal Estate Tax

Common stock owned or treated as owned by an individual (including by reason of holding interests in certain entities) who is not a citizen or resident of the United States (as specially determined for U.S. federal estate tax purposes) at the time of death will be included in the individual's gross estate for U.S. federal estate tax purposes and, therefore, may be subject to U.S. federal estate tax, unless an applicable estate tax or other treaty provides otherwise.

THE PRECEDING DISCUSSION OF MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY. IT IS NOT TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF OUR COMMON STOCK (DIRECTLY OR THROUGH ENTITIES), INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGES IN APPLICABLE LAWS.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, among us and Jefferies LLC and Piper Jaffray & Co., as the representatives of the underwriters named below and the joint book-running managers of this offering, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of shares of common stock shown opposite its name below:

Underwriter	Number of Shares
Jefferies LLC	
Piper Jaffray & Co.	
Wells Fargo Securities, LLC	
Needham & Company, LLC	
Total	

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the completion of this offering, they currently intend to make a market in the common stock as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the common stock, that you will be able to sell any of the common stock held by you at a particular time or that the prices that you receive when you sell will be favorable.

The underwriters are offering the shares of common stock subject to their acceptance of the shares of common stock from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part. In addition, the underwriters have advised us that they do not intend to confirm sales to any account over which they exercise discretionary authority.

Commission and Expenses

The underwriters have advised us that they propose to offer the shares of common stock to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of $ per share of common stock. The underwriters may allow, and certain dealers may reallow, a discount from the concession not in excess of $ per share of common stock to certain brokers and dealers. After the offering, the initial public offering price, concession and reallowance to dealers may be reduced by the representatives. No

such reduction will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Per Share		Total	
	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares
Public offering price	$	$	$	$
Underwriting discounts and commissions paid by us	$	$	$	$
Proceeds to us, before expenses	$	$	$	$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately $. We have also agreed to reimburse the underwriters for certain of their expenses in an amount up to $, incurred in connection with review by the Financial Industry Regulatory Authority, Inc. of the terms of this offering, as set forth in the underwriting agreement.

Determination of Offering Price

Prior to this offering, there has not been a public market for our common stock. Consequently, the initial public offering price for our common stock will be determined by negotiations between us and the representatives. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which the common stock will trade in the public market subsequent to the offering or that an active trading market for the common stock will develop and continue after the offering.

Listing

We intend to apply to have our common stock approved for listing on NASDAQ under the trading symbol "COLL."

Stamp Taxes

If you purchase shares of common stock offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

Option to Purchase Additional Shares

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of shares from us at the

public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more shares than the total number set forth on the cover page of this prospectus.

No Sales of Similar Securities

We, our officers, directors and holders of all or substantially all our outstanding capital stock and other securities have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-l(h) under the Exchange Act, or
- otherwise dispose of any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or
- publicly announce an intention to do any of the foregoing for a period of 180 days after the date of this prospectus without the prior written consent of Jefferies LLC and Piper Jaffray & Co.

This restriction terminates after the close of trading of the common stock on and including the 180th day after the date of this prospectus.

Jefferies LLC and Piper Jaffray & Co. may, in their sole discretion and at any time or from time to time before the termination of the 180-day period release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our shareholders who will execute a lock-up agreement, providing consent to the sale of shares prior to the expiration of the lock-up period.

Stabilization

The underwriters have advised us that they, pursuant to Regulation M under the Exchange Act, certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the common stock at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either "covered" short sales or "naked" short sales.

"Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares of our common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of our common stock or purchasing shares of our common stock in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares.

"Naked" short sales are sales in excess of the option to purchase additional shares of our common stock. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of our common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the common stock. A syndicate covering transaction is the bid for or the purchase of shares of common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the

underwriter's purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if the common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we, nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or on the web sites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

Directed Share Program

At our request, the underwriters have reserved for sale at the initial public offering price up to shares of common stock for employees, directors and other persons associated with us who have expressed an interest in purchasing shares in the offering. The number of shares of common stock available for sale to the general public in the offering will be reduced to the extent these persons purchase the directed shares in the program. Any directed shares not so purchased will be offered by the underwriters to the general public on the same terms as the other shares. Except for certain participants who have entered into lock-up agreements as contemplated above, each person buying shares through the directed share program has agreed that, for a period of 180 days from and including the date of this prospectus, he or she will not, without the prior written consent of Jefferies LLC and Piper Jaffray & Co., dispose of or hedge any shares of common stock or any securities convertible into or exchangeable for shares of common stock with respect to shares purchased in the program. For those participants who have entered into lock-up agreements as contemplated above, the lock-up agreements contemplated therein shall govern with respect to their purchases of shares of common stock in the program. Jefferies LLC and Piper Jaffray & Co. in their sole discretion may release any of the securities subject to these lock-up agreements at any time. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the directed shares.

Other Activities and Relationships

The underwriter and certain of its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriter and certain of its affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriter and certain of its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the common stock offered hereby. Any such short positions could adversely affect future trading prices of the common stock offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Disclaimers About Non-U.S. Jurisdictions

Australia

This prospectus is not a disclosure document for the purposes of Australia's Corporations Act 2001 (Cth) of Australia, or Corporations Act, has not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

You confirm and warrant that you are either:

- a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;
- a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to the Company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made;
- a person associated with the Company under Section 708(12) of the Corporations Act; or
- a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act.

To the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor, associated person or professional investor under the Corporations Act any offer made to you under this prospectus is void and incapable of acceptance.

You warrant and agree that you will not offer any of the securities issued to you pursuant to this prospectus for resale in Australia within 12 months of those securities being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), an offer to the public of any common stock which is the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State except that an offer to the public in that Relevant Member State of any common stock may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;
- to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the underwriters or the underwriters nominated by us for any such offer; or

§ in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of common stock shall require us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer common stock to the public" in relation to the common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the common stock to be offered so as to enable an investor to decide to purchase or subscribe to the common stock, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Hong Kong

No securities have been offered or sold, and no securities may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong ("SFO") and any rules made under that Ordinance; or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong ("CO") or which do not constitute an offer or invitation to the public for the purpose of the CO or the SFO. No document, invitation or advertisement relating to the securities has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under that Ordinance.

This prospectus has not been registered with the Registrar of Companies in Hong Kong. Accordingly, this prospectus may not be issued, circulated or distributed in Hong Kong, and the securities may not be offered for subscription to members of the public in Hong Kong. Each person acquiring the securities will be required, and is deemed by the acquisition of the securities, to confirm that he, she or it is aware of the restriction on offers of the securities described in this prospectus and the relevant offering documents and that he, she or it is not acquiring, and has not been offered any securities in circumstances that contravene any such restrictions.

Japan

The offering has not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended), or FIEL, and the underwriters will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This prospectus has not been and will not be lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription

or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

- a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares pursuant to an offer made under Section 275 of the SFA except:

- to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

- where no consideration is or will be given for the transfer;

- where the transfer is by operation of law;

- as specified in Section 276(7) of the SFA; or

- as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this prospectus nor any other offering or marketing material relating to the securities or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the Company or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes ("CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of securities.

United Kingdom

This prospectus is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order and other persons to whom it may lawfully be communicated (each such person being referred to as a "relevant person").

Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

LEGAL MATTERS

The validity of the shares of common stock being offered by this prospectus will be passed upon for us by Pepper Hamilton LLP. Latham & Watkins LLP is counsel for the underwriters in connection with this offering.

EXPERTS

The financial statements of Collegium Pharmaceutical, Inc. included in this prospectus and elsewhere in the registration statement have been so included in reliance upon the report of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act, with respect to the shares of common stock being offered by this prospectus. This prospectus does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street, NE, Washington, DC 20549. You may also obtain copies of these documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, NE, Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities. You may also request a copy of these filings, at no cost, by writing us at 780 Dedham Street, Suite 800, Canton, MA 02021 or telephoning us at (781) 713-3699.

Upon the closing of this offering, we will be subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for inspection and copying at the public reference room and website of the SEC referred to above. We also maintain a website at www.collegiumpharma.com, at which, following the closing of this offering, you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is incorporated by reference in, and is not part of, this prospectus.

COLLEGIUM PHARMACEUTICAL, INC.
Index to Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders
Collegium Pharmaceutical, Inc.

We have audited the accompanying balance sheets of Collegium Pharmaceutical, Inc. (a Virginia corporation) (the "Company") as of December 31, 2013 and 2014, and the related statements of operations, convertible redeemable preferred stock and shareholders' deficit, and cash flows for each of the two years in the period ended December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Collegium Pharmaceutical, Inc. as of December 31, 2013 and 2014, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has recurring significant negative cash flows from operations and an accumulated deficit of $101.8 million as of December 31, 2014. These conditions along with other matters as set forth in Note 1, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regards to these matters are also described in Note 1. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Grant Thornton LLP

Boston, Massachusetts
March 3, 2015

COLLEGIUM PHARMACEUTICAL, INC.
BALANCE SHEETS
(In thousands, except share and per share data)

	December 31,		Pro Forma December 31,
	2013	2014	2014 (unaudited)
ASSETS			
Current assets:			
Cash and cash equivalents	$ 7,551	$ 1,634	$ 1,634
Refundable PDUFA fee	—	2,335	2,335
Prepaid expenses and other current assets	710	527	527
Total current assets	8,261	4,496	4,496
Property and equipment, net	693	514	514
Restricted cash	80	80	80
Total assets	$ 9,034	$ 5,090	$ 5,090
LIABILITIES, CONVERTIBLE REDEEMABLE PREFERRED STOCK AND SHAREHOLDERS' DEFICIT			
Current liabilities:			
Accounts payable	$ 1,217	$ 2,208	$ 2,208
Accrued expenses	1,013	1,956	1,956
Current portion of deferred rent and lease note payable	55	59	59
Current portion of term loan payable	333	1,194	1,194
Convertible bridge notes with related parties	—	5,000	5,000
Total current liabilities	2,618	10,417	10,417
Deferred rent and lease note payable, long-term	59	—	—
Lease incentive obligation	135	101	101
Term loan payable, long-term	640	6,813	6,813
Total liabilities	3,452	17,331	17,331
Commitments and contingencies (See Note 7)			
Convertible redeemable preferred stock (See Note 10):			
Series A convertible redeemable preferred stock, $0.001 par value; authorized shares — 18,498,419 at December 31, 2013, December 31, 2014 and at December 31, 2014 pro forma (unaudited); issued and outstanding shares — 9,232,334 at December 31, 2013 and December 31, 2014 and no shares at December 31, 2014 pro forma (unaudited); liquidation preference of $12,277 at December 31, 2013, $12,781 at December 31, 2014 and $0 at December 31, 2014 pro forma (unaudited)	12,277	12,781	—
Series B convertible redeemable preferred stock, $0.001 par value; authorized shares — 27,324,237 at December 31, 2013, December 31, 2014 and at December 31, 2014 pro forma (unaudited); issued and outstanding shares — 27,324,237 at December 31, 2013, December 31, 2014 and no shares at December 31, 2014 pro forma (unaudited); liquidation preference of $49,376 at December 31, 2013, $51,212 at December 31, 2014 and $0 at December 31, 2014 pro forma (unaudited)	49,376	51,212	—
Series C convertible redeemable preferred stock, $0.001 par value; authorized shares — 8,658,344 at December 31, 2013, December 31, 2014 and at December 31, 2014 pro forma (unaudited); issued and outstanding shares — 8,658,008 at December 31, 2013, December 31, 2014 and no shares at December 31, 2014 pro forma (unaudited); liquidation preference of $12,154 at December 31, 2013, $13,114 at December 31, 2014 and $0 at December 31, 2014 pro forma (unaudited)	12,154	13,114	—
Shareholders' deficit:			
Common stock, $0.001 par value; authorized shares — 72,000,000 at December 31, 2013, December 31, 2014 and at December 31, 2014 pro forma (unaudited); issued and outstanding shares — 6,644,557 at December 31, 2013, 6,943,077 at December 31, 2014; and 52,157,656 at December 31, 2014 pro forma (unaudited)	7	7	52
Additional paid-in capital	12,307	12,401	89,463
Accumulated deficit	(80,536)	(101,753)	(101,753)
Treasury stock	(3)	(3)	(3)
Total shareholders' deficit	(68,225)	(89,348)	(12,241)
Total liabilities, convertible redeemable preferred stock and shareholders' deficit	$ 9,034	$ 5,090	$ 5,090

The accompanying notes are an integral part of these financial statements.

COLLEGIUM PHARMACEUTICAL, INC.
STATEMENTS OF OPERATIONS
(In thousands, except share and per share data)

	Year Ended December 31,	
	2013	2014
Operating expenses:		
Research and development	$ 14,157	$ 14,959
General and administrative	1,885	2,706
Total operating expenses	16,042	17,665
Loss from operations	(16,042)	(17,665)
Other expense:		
Interest expense, net	76	252
Change in fair value of derivative liability	79	—
Total other expense, net	155	252
Net loss	$ (16,197)	$ (17,917)
Basic and diluted net loss per common share (See Note 3)	$ (0.61)	$ (3.71)
Weighted-average common shares outstanding used to calculate basic and diluted net loss per common share (See Note 3)	11,205,371	5,713,852
Pro forma net loss per common share, basic and diluted (unaudited)		$ (0.42)
Weighted-average shares used to compute pro forma net loss per common share (unaudited)		50,804,556

The accompanying notes are an integral part of these financial statements.

COLLEGIUM PHARMACEUTICAL, INC.
STATEMENTS OF CONVERTIBLE REDEEMABLE PREFERRED STOCK AND SHAREHOLDERS' DEFICIT
(In thousands, except share data)

	Series A Convertible Redeemable Preferred Stock		Series B Convertible Redeemable Preferred Stock		Series C Convertible Redeemable Preferred Stock		Common Stock		Additional Paid- In Capital	Treasury Stock, at cost	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at January 1, 2013	18,464,674	$ 23,546	27,324,237	$ 47,540	—	$ —	13,281,433	$ 13	$ —	$ (3)	$ (61,414)	$ (61,404)
Issuance of new Series C convertible redeemable preferred stock, net of issuance costs of $45	—	—	—	—	8,658,008	12,034	—	—	—	—	—	—
Accruals of dividends and accretion to redemption value	—	970	—	1,836	—	120	—	—	(1)	—	(2,925)	(2,926)
Performance Adjustment of Series A	(9,232,340)	(12,239)	—	—	—	—	(6,644,311)	(6)	12,245	—	—	12,239
Stock-based compensation expense	—	—	—	—	—	—	—	—	62	—	—	62
Exercise of common stock options	—	—	—	—	—	—	7,435	—	1	—	—	1
Net loss	—	—	—	—	—	—	—	—	—	—	(16,197)	(16,197)
Balance at December 31, 2013	9,232,334	12,277	27,324,237	49,376	8,658,008	12,154	6,644,557	7	12,307	(3)	(80,536)	(68,225)
Accruals of dividends and accretion to redemption value	—	504	—	1,836	—	960	—	—	—	—	(3,300)	(3,300)
Issuance of restricted stock awards to employees	—	—	—	—	—	—	75,000	—	—	—	—	—
Exercise of common stock options	—	—	—	—	—	—	223,520	—	72	—	—	72
Stock-based compensation expense	—	—	—	—	—	—	—	—	22	—	—	22
Net loss	—	—	—	—	—	—	—	—	—	—	(17,917)	(17,917)
Balance at December 31, 2014	9,232,334	$ 12,781	27,324,237	$ 51,212	8,658,008	$ 13,114	6,943,077	$ 7	$ 12,401	$ (3)	$ (101,753)	$ (89,348)

The accompanying notes are an integral part of these financial statements.

COLLEGIUM PHARMACEUTICAL, INC.
STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,	
	2013	2014
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (16,197)	$ (17,917)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	169	187
Lease incentive	(34)	(34)
Stock-based compensation	62	22
Non cash interest expense	12	7
Accrual of back end fees related to note payable	13	7
Change in fair value of derivative liability	79	—
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(11)	183
Refundable PDUFA fee	—	(2,335)
Accounts payable	(822)	990
Accrued expenses	199	943
Net cash used in operating activities	(16,530)	(17,947)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(206)	(8)
Net cash used in investing activities	(206)	(8)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of convertible bridge note	—	5,000
Proceeds from notes payable, net of original note payoff	500	7,056
Proceeds from issuance of Series C preferred stock, net of issuance costs of $45	11,955	—
Repayment of term note borrowings	(43)	(28)
Repayment of lease note payable	(62)	(62)
Proceeds from the exercise of common stock options	1	72
Net cash provided by financing activities	12,351	12,038
Net decrease in cash and cash equivalents	(4,385)	(5,917)
Cash and cash equivalents—Beginning of period	11,936	7,551
Cash and cash equivalents—End of period	$ 7,551	$ 1,634
Supplemental disclosure of noncash activities		
Accruals of dividends and accretion to redemption value	$ 2,926	$ 3,300
Performance Adjustment to Series A and common shares	$ 12,239	$ —
Repayment of term note with proceeds of notes payable	$ —	$ 944
Cash paid for interest	$ 73	$ 181
Cash paid for taxes	$ 14	$ —

The accompanying notes are an integral part of these financial statements.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS

(in thousands, except share and per share data)

1. NATURE OF BUSINESS

Organization

Collegium Pharmaceutical, Inc. (the "Company") was incorporated in Delaware in April 2002 and then reincorporated in Virginia in July 2014. The Company has its principal operations in Canton, Massachusetts. The Company is a specialty pharmaceutical company developing and planning to commercialize next-generation abuse-deterrent products that incorporate the Company's patented DETERx® platform technology for the treatment of chronic pain and other diseases. The Company's lead product candidate, XTAMPZA ER™, or XTAMPZA, is an abuse-deterrent, extended-release, oral formulation of oxycodone, a widely prescribed opioid medication. XTAMPZA has received Fast Track status from the U.S. Food and Drug Administration ("FDA"). The Company's new drug application ("NDA") filing for XTAMPZA was accepted by the FDA on February 10, 2015.

The Company's operations are subject to certain risks and uncertainties. The risks include negative outcome of clinical trials, inability or delay in completing clinical trials or obtaining regulatory approvals, changing market conditions for products being developed by the Company, the need to retain key personnel and protect intellectual property, patent infringement litigation and the availability of additional capital financing on terms acceptable to the Company.

Basis of Accounting

The financial statements include the accounts of the Company and are prepared in conformity with accounting principles generally accepted in the United States of America.

Going Concern Uncertainty

The accompanying financial statements have been prepared on a basis which assumes that the Company will continue as a going concern and which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business. The Company has experienced net losses and significant negative cash flows from operating activities since its inception, and as of December 31, 2014, had an accumulated deficit of $101,753. The Company will require substantial additional capital to fund its research and development and ongoing operating expenses. The Company expects such losses to continue for the foreseeable future as it seeks regulatory approval for its product candidates, including XTAMPZA and attempts to commercialize them. The Company anticipates that its existing cash and cash equivalents as of December 31, 2014 will not be sufficient to meet its anticipated cash requirements for the next 12 months. The Company will continue to rely on external sources of funding for its operations for the foreseeable future. These sources of funding would primarily include public and private equity and debt offerings. If the Company is not able to secure adequate additional funding, the Company may be forced to make reductions in spending, extend payment terms with suppliers, liquidate assets where possible, or suspend or curtail planned programs, including clinical trials and commercialization activities. Any of these actions could materially harm the Company's business, results of operations and future.

Significant dilution to existing shareholders' interests could occur. The Company cannot guarantee that future equity or debt financings will be available in amounts or on terms acceptable to it, if at all. Failure to meet projected revenue levels, raise additional funding or manage spending may adversely impact the Company's ability to achieve its long-term intended business objectives. The Company will continue to evaluate its financial condition based upon changing future economic conditions and the achievement of projected revenues.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

1. NATURE OF BUSINESS (Continued)

In view of the matters described in the preceding paragraphs, recoverability of a major portion of the recorded assets shown in the accompanying balance sheet is dependent upon the Company's continued operations which in turn are dependent upon the Company's ability to obtain additional financing and achieve additional regulatory approval and successful deployment of its products. These factors, amongst others, raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments related to the recovery of assets and classification of liabilities that might be necessary should the Company be unable to continue in existence.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of the Company's financial statements requires it to make estimates and assumptions that impact the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in the Company's financial statements and accompanying notes. The most significant estimates in the Company's financial statements relate to the valuation of equity awards, fair value estimates of warrants, estimated useful lives of fixed assets, asset retirement obligations and accruals related to clinical trials. The Company bases estimates and assumptions on historical experience when available and on various factors that it believes to be reasonable under the circumstances. The Company evaluates its estimates and assumptions on an ongoing basis. The Company's actual results may differ from these estimates under different assumptions or conditions.

Unaudited Pro Forma Balance Sheet and Net Loss per Share Information

The unaudited pro forma balance sheet information as of December 31, 2014 assumes the conversion of all outstanding shares of convertible redeemable preferred stock into shares of the Company's common stock.

Unaudited pro forma net loss per share applicable to common shareholders is computed using the weighted-average number of common shares outstanding after giving effect to the conversion of all the outstanding convertible redeemable preferred stock into shares of common stock as if such conversion had occurred at the beginning of the period presented, or the date of original issuance, if later, and excludes the gain on extinguishment of preferred stock and the accretion of dividends.

Fair Value Measurements

Disclosures of fair value information about financial instruments are required, whether or not recognized in the balance sheet, for financial instruments with respect to which it is practicable to estimate that value. The carrying amounts reported in the Company's financial statements for cash and cash equivalents, accounts payable and accrued liabilities approximate their respective fair values because of the short-term nature of these accounts.

Fair Value Measurements and Disclosures describes the fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value, as follows:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities. The Company's Level 1 assets and liabilities consist of money market investments.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Level 2 Quoted prices for similar assets, or inputs that are observable, either directly or indirectly, for substantially the full term through corroboration with observable market data. Level 2 includes investments valued at quoted prices adjusted for legal or contractual restrictions specific to the security. The Company does not have Level 2 assets or liabilities.

Level 3 Pricing inputs are unobservable for the assets or liabilities, that is, inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the assets. Level 3 includes private investments that are supported by little or no market activity. The Company does not have Level 3 assets or liabilities.

Transfers are calculated on values as of the transfer date. There were no transfers between Levels 1, 2 and 3 during the years ended December 31, 2013 and 2014.

Concentration of Credit Risk

Financial instruments, which potentially subject the Company to significant concentration of credit risk, consist primarily of cash and cash equivalents. The Company maintains deposits in federally insured financial institutions in excess of federally insured limits. The Company has not experienced any losses in such accounts and management believes that the Company is not exposed to significant credit risk due to the financial position of the financial institutions in which those deposits are held. The Company has no financial instruments with off-balance sheet risk of loss.

Cash and Cash Equivalents

Cash and cash equivalents include cash in readily available checking and savings accounts and money market funds. The Company considers all highly liquid investments with an original maturity of three months or less from the date of purchase to be cash equivalents.

The Company's cash equivalents, which consist of money market funds, are measured at fair value on a recurring basis. As of December 31, 2013 and 2014, the carrying amount of cash and cash equivalents was $7,551 and $1,634, respectively, which approximates fair value and was determined based upon Level 1 inputs. Money market funds are valued using quoted market prices with no valuation adjustments applied. Accordingly, these securities are categorized as Level 1.

Property and Equipment

Property and equipment are recorded at historical cost. Maintenance and repair costs are expensed as incurred. Costs which materially improve or extend the lives of existing assets are capitalized. The Company provides for depreciation and amortization using the straight-line method over the estimated useful lives of the assets, which are as follows:

Asset Category	Estimated Useful Life
Machinery and equipment	5 years
Computers and office equipment	5 years
Furniture and fixtures	7 years
Leasehold improvements	5 years

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Upon retirement or sale, the cost of assets disposed and the related accumulated depreciation are removed from the accounts and any resulting gain or loss is recorded in the statements of operations.

Impairment of Long-Lived Assets

Long-lived assets consist of property and equipment. When impairment indicators exist, the Company's management evaluates long-lived assets for potential impairment. An impairment loss is recorded if and when events and circumstances indicate that assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. While the Company's current and historical operating losses and negative cash flows are indicators of impairment, management believes that future cash flows to be received support the carrying value of its long-lived assets and, accordingly, has not recognized any impairment losses since inception.

Impairment losses, if any, are recognized in earnings. An impairment loss would be recognized in an amount equal to the excess of the carrying amount over the undiscounted expected future cash flows.

Initial Public Offering Costs

The Company defers direct incremental costs attributable to the initial public offering ("IPO") of its common stock. These costs represent legal, accounting and other direct costs related to the Company's efforts to raise capital through a public sale of its common stock. Future costs will be deferred until the completion of the IPO, at which time they will be reclassified to additional paid-in capital as a reduction of the IPO proceeds. If the Company terminates its plan for an IPO or delays such plan for more than 90 days, any costs deferred will be expensed immediately. As of December 31, 2014, IPO costs were $233 and are included in prepaid expenses and other assets in the balance sheet.

Restricted Cash

Restricted cash represents cash held in a depository account at a financial institution to collateralize a conditional stand-by letter of credit related to the Company's Canton, Massachusetts facility lease agreement. Restricted cash is reported as non-current unless the restrictions are expected to be released in the next twelve months.

Deferred Rent

Deferred rent consists of the difference between cash payments and the recognition of rent expense on a straight-line basis for the facilities the Company occupies. The Company's lease for its facility provides for fixed increases in minimum annual rental payments and for additional rent in the form of maintenance and operating costs during the lease term. The total amount of rental payments due over the lease term is being charged to rent expense ratably over the life of the lease.

Convertible Redeemable Preferred Stock

The Company classifies convertible redeemable preferred stock that is redeemable outside of the Company's control outside of permanent equity. The Company recorded such redeemable preferred stock at fair value upon issuance, net of any issuance costs or discounts, and the carrying value is being increased by periodic accretion to its redemption value at each balance sheet date as if the redeemable preferred stock was

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

redeemable at that date. In the absence of retained earnings these accretion charges are recorded against additional paid-in capital, if any, and then to accumulated deficit.

Research and Development Costs

Research and development costs are charged to expense as incurred and consist of costs incurred to further the Company's research and development activities including salaries and employee related costs, costs associated with market research and design, costs associated with conducting preclinical, clinical and regulatory activities including fees paid to third-party professional consultants and service providers, costs incurred under clinical trial agreements, costs for laboratory supplies and laboratory equipment, costs to acquire, develop and manufacture preclinical study and clinical trial materials, facilities, depreciation and other expenses including allocated expenses for rent and maintenance of facilities. Government grants are recognized as a reduction of the qualifying cost being reimbursed.

Patent Costs

Costs related to filing and pursuing patent applications are recorded as general and administrative expense as incurred since the recoverability of such expenditures is uncertain.

Stock-Based Compensation

The Company accounts for grants of stock options and restricted stock to employees based on their grant date fair value and recognizes compensation expense over their vesting period. The Company estimates the fair value of stock options as of the date of grant using the Black-Scholes option pricing model and restricted stock based on the fair value of the underlying common stock as determined by management or the value of the services provided, whichever is more readily determinable.

Stock-based compensation expense represents the cost of the grant date fair value of employee stock option grants recognized over the requisite service period of the awards (usually the vesting period) on a straight-line basis, net of estimated forfeitures. The expense is adjusted for actual forfeitures at year end. Stock-based compensation expense recognized in the financial statements is based on awards that are ultimately expected to vest.

For stock option grants with performance-based milestones, the expense is recorded over the remaining service period after the point when the achievement of the milestone is probable or the performance condition has been achieved. For stock option grants with both performance-based milestones and market conditions, expense is recorded over the derived service period after the point when the achievement of the performance-based milestone is probable or the performance condition has been achieved.

The Company accounts for stock options and restricted stock awards to non-employees using the fair value approach. Stock options and restricted stock awards to non-employees are subject to periodic revaluation over their vesting terms. There were no non-employee grants in 2013 and 2014.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Company accounts for income taxes under the liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined on the basis of the differences between the financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the years in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company recognizes net deferred tax assets to the extent that the Company believes these assets are more likely than not to be realized. In making such a determination, management considers all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies and results of recent operations. If management determines that the Company would be able to realize its deferred tax assets in the future, in excess of its net recorded amount, management would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

The Company records uncertain tax positions on the basis of a two-step process whereby (i) management determines whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (ii) for those tax positions that meet the more likely than not recognition threshold, management recognizes the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. The Company will recognize interest and penalties related to uncertain tax positions within income tax expense. Any accrued interest and penalties will be included within the related tax liability. As of December 31, 2013 and 2014, the Company had no accrued interest or penalties related to uncertain tax positions and no amounts have been recognized in the Company's statements of operations.

Net loss per Common Share

Basic net loss per common share is calculated by dividing the net loss attributable to common shareholders by the weighted-average number of shares of common stock outstanding during the period, without consideration for potentially dilutive securities. Diluted net loss per share is computed by dividing the net loss attributable to common shareholders by the weighted-average number of shares of common stock and potentially dilutive securities outstanding for the period. For purposes of the diluted net loss per share calculation, stock options, warrants, redeemable convertible preferred stock and unvested restricted stock are considered potentially dilutive securities. Because the Company has reported a net loss for the twelve months ended December 31, 2013 and 2014, diluted net loss per common share is the same as basic net loss per common share for those periods.

Diluted earnings per share is computed using the more dilutive of (i) the two-class method, or (ii) the if-converted method. The Company allocates earnings first to preferred shareholders based on dividend rights and then to common and preferred shareholders based on ownership interests. The weighted-average number of common shares included in the computation of diluted earnings (loss) gives effect to all potentially dilutive common equivalent shares, including outstanding stock options, warrants, convertible redeemable preferred stock and the potential issuance of stock upon the conversion of the Company's

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

convertible notes. Common stock equivalent shares are excluded from the computation of diluted earnings (loss) per share if their effect is antidilutive.

Recently Issued Accounting Pronouncements

In July 2013, the Financial Accounting Standards Board ("FASB") issued ASU No. 2013-11, *Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exist.* ASU 2013-11 amends the presentation requirements of ASC 740 and requires an unrecognized tax benefit to be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, similar tax loss, or a tax credit carryforward. To the extent the tax benefit is not available at the reporting date under the governing tax law or if the entity does not intend to use the deferred tax asset for such purpose, the unrecognized tax benefit should be presented as a liability and not combined with deferred tax assets. This ASU is effective for annual periods, and interim periods within those years, beginning after December 15, 2013, which is fiscal 2014 for the Company. The amendments are to be applied to all unrecognized tax benefits that exist as of the effective date and may be applied retrospectively to each prior reporting period presented. The adoption of ASU 2013-11 did not have a material impact on the Company's financial position or results of operations.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers.* This ASU is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This ASU is effective for annual reporting periods beginning after December 15, 2016 and early adoption is not permitted. Accordingly, the Company will adopt this ASU on January 1, 2017. Management does not believe the adoption of this ASU will have a material impact on the Company's financial condition, results of operations or cash flows.

In June 2014, the FASB issued ASU No. 2014-12, *Compensation — Stock Compensation (Topic 718):Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period*. ASU 2014-12 applies to all reporting entities that grant their employees share-based payments in which the terms of the award provide that a performance target that affects vesting could be achieved after the requisite service period. That is the case when an employee is eligible to retire or otherwise terminate employment before the end of the period in which a performance target (for example, an initial public offering or a profitability target) could be achieved and still be eligible to vest in the award if and when the performance target is achieved. The standard is required to be adopted by public business entities in annual periods beginning on or after December 15, 2015 and interim periods within those annual periods. The Company plans to implement this standard in the first quarter of fiscal year 2016 and is currently evaluating the potential impact of this new guidance on its financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern.* ASU 2014-15 requires management to evaluate, at each annual or interim reporting period, whether there are conditions or events that exist that raise substantial doubt about an entity's ability to continue as a going concern within one year after the date the financial statements are issued and provide related disclosures. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and earlier application is permitted. The adoption of ASU 2014-15 is not expected to have a material effect on the Company's financial statements or disclosures.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In November 2014, the FASB issued ASU No. 2014-16, *Derivatives and Hedging (Topic 815) — Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share is More Akin to Debt or to Equity*. This ASU was issued to clarify how current U.S. generally accepted accounting principles should be interpreted in evaluating the economic characteristics and risk of a host contract in a hybrid financial instrument that is issued in the form of a share. In addition, this ASU was issued to clarify that in evaluating the nature of a host contract, an entity should assess the substance of the relevant terms and features (that is, the relative strength of the debt-like or equity-like terms and features given the facts and circumstances) when considering how to weight those terms and features. The effects of initially adopting this ASU should be applied on a modified retrospective basis to existing hybrid financial instruments issued in a form of a share as of the beginning of the fiscal year for which the amendments are effective. Retrospective application is permitted to all relevant prior periods. This ASU is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption in an interim period is permitted. The Company is currently evaluating the impact of the adoption of this ASU on its financial statements.

3. NET LOSS PER COMMON SHARE

Basic net loss per share is computed by dividing net loss by the weighted-average number of shares of common stock outstanding during the period. Diluted net loss per share is computed by dividing the net loss attributable to common shareholders by the weighted-average number of shares of common stock and potentially dilutive securities outstanding for the period. Stock options, warrants, convertible preferred stock and unvested restricted stock are considered to be potentially dilutive securities and are only included in the calculation of diluted net loss per share when their effect is dilutive. For the twelve months ended December 31, 2013 and December 31, 2014, these securities were anti-dilutive due to the net losses in those periods and, therefore, the number of shares used to compute basic and diluted earnings per share are the same for of those periods.

The following table presents the computations of basic and dilutive net loss per share:

	Years Ended December 31,		Pro Forma Year Ended December 31,
	2013	2014	2014
			(unaudited)
Net loss	$ (16,197)	$ (17,917)	$ (17,917)
Performance Adjustment of Series A	12,239	—	—
Accruals of dividends and accretion to redemption value of preferred stock	(2,925)	(3,300)	(3,300)
Loss attributable to common shareholders — basic and diluted	$ (6,883)	$ (21,217)	$ (21,217)
Weighted-average shares used in computing basic and diluted net loss per common share	11,205,371	5,713,852	50,804,556
Basic and diluted net loss per common share	$ (0.61)	$ (3.71)	$ (0.42)

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

3. NET LOSS PER COMMON SHARE (Continued)

The following potentially dilutive securities outstanding have been excluded from the computations of diluted weighted-average shares outstanding because such securities have an antidilutive impact due to losses reported (in common stock equivalent shares):

	Years Ended December 31,		Pro Forma Year Ended December 31,
	2013	2014	2014
			(unaudited)
Stock Options	1,585,564	1,939,478	1,939,478
Warrants	28,777	129,788	129,788
Redeemable convertible preferred stock	45,214,579	45,214,579	—
Unvested restricted stock	381,562	106,176	106,176

4. PREPAID EXPENSES AND OTHER CURRENT ASSETS

Prepaid expenses and other current assets consisted of the following:

	As of December 31,	
	2013	2014
Other current assets	$ —	$ 253
Initial public offering costs	—	233
Employee advances	21	33
Prepaid expenses	33	8
Prepaid development costs	656	—
Prepaid expenses and other current assets	$ 710	$ 527

5. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	As of December 31,	
	2013	2014
Machinery and equipment	$ 741	$ 741
Computers and office equipment	26	26
Furniture and fixtures	36	44
Leasehold improvements	606	606
Total property and equipment	1,409	1,417
Less: accumulated deprecation	(716)	(903)
Property and equipment, net	$ 693	$ 514

Depreciation expense related to property and equipment amounted to $169 and $187 for the years ended December 31, 2013 and 2014, respectively.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

6. ACCRUED EXPENSES

Accrued expenses consisted of the following:

	As of December 31,	
	2013	2014
Accrued development costs	$ 520	$ 970
Accrued compensation	449	635
Accrued audit and legal	12	249
Accrued interest	—	71
Accrued other	32	31
Total accrued expenses	$ 1,013	$ 1,956

7. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

From time to time the Company may face legal claims or actions in the normal course of business. The Company is not currently a party to any litigation and, accordingly, does not have any amounts recorded for any litigation related matters.

The Company's NDA filing for XTAMPZA is a 505(b)(2) application, which allows the Company to reference data from an approved drug listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (commonly known as the "Orange Book"), in this case OxyContin OP. In connection with the 505(b)(2) process, the Company certified to the FDA and notified Purdue Pharma, L.P. ("Purdue"), as the holder of the NDA and any other Orange Book-listed patent owners, that the Company does not infringe any of the patents listed for OxyContin OP in the Orange Book. Under the Hatch-Waxman Act of 1984 (the "Hatch-Waxman Act"), Purdue can elect to sue the Company for infringement, and if they do, receive a stay of up to 30 months before the FDA can issue a final approval for XTAMPZA, unless the stay is earlier terminated. Purdue has not yet brought such litigation, but it is possible that they will do so. At this time the Company is unable to provide meaningful quantification of how this potential litigation may impact its future financial condition, results of operations, or cash flows.

Operating Leases

The Company leases its office and research facility under a non-cancellable operating lease, which expires in December 2017. Terms of the agreement provide for an initial two-month rent-free period and future rent escalation, and provide that in addition to minimum lease rental payments, the Company is responsible for a pro-rata share of operating expenses and taxes. Aggregate minimum annual lease commitments of the Company under its non-cancellable operating lease as of December 31, 2014 are as follows:

Year Ending December 31,	
2015	$ 106
2016	111
2017	116
Total minimum lease payments	$ 333

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

7. COMMITMENTS AND CONTINGENCIES (Continued)

Rent expense under the operating lease agreement amounted to approximately $69 for the years ended December 31, 2013 and 2014, respectively. In addition, the Company maintained a stand-by letter of credit in connection with the Canton facility lease of $80 at December 31, 2013 and December 31, 2014. This amount is classified as restricted cash in the balance sheets.

As an inducement to enter into its Canton facility lease, the lessor agreed to provide the Company with an improvement allowance of up to $174 towards leasehold improvements. In addition the lessor provided the Company with a reimbursable allowance of $164 which is to be amortized and repaid by the Company at an 8% interest rate over the initial term of 36 months. Amounts provided by the lessor related to tenant improvements are considered inducements to enter into the lease. The Company has recorded these costs in the balance sheet as leasehold improvements, with the corresponding liabilities as deferred lease incentive and lease note payable. These liabilities are amortized on a straight-line basis over the term of the lease.

8. DEBT

On August 28, 2012, the Company entered into a loan agreement ("Original Term Loan") with Silicon Valley Bank ("SVB") to borrow up to a maximum amount of $1,000. In August 2012, October 2012 and February 2013, the Company borrowed $250, $250 and $500, respectively. The Original Term Loan bore interest at a rate per annum of 2.25% above the prime rate fixed at the time of advance of the Original Term Loan (5.50%). The Original Term Loan provided for interest-only payments for the first 12 months based on the date of each borrowing, and, thereafter, 36 monthly payments of principal and interest. In connection with the Original Term Loan, the Company granted SVB a warrant to purchase 23,810 shares of common stock at an exercise price of $0.07 per share (See Note 9).

In January 2014, the Original Term Loan was amended ("Amendment No. 1") to provide for the following; borrowings of up to $6,000, repayment in full of the Original Term Loan balance outstanding, and an adjustment of the variable interest rate from 2.25% above the prime rate to 1.75% above the prime rate. In February 2014, the Company borrowed $2,000. The proceeds from the initial borrowing were used to pay down the Original Term Loan balance outstanding resulting in the Company receiving $1,056. Borrowings under Amendment No. 1 bore interest at a rate of 5.0%. Amendment No. 1 provided for interest-only payments for the first 12 months based on the date of each borrowing, and thereafter, 36 monthly payments of principal and interest. In connection with Amendment No. 1, the Company granted to SVB a warrant to purchase 14,430 shares of common stock with an exercise price of $0.05 per share (See Note 9).

In August 2014 the Original Term Loan was further amended ("Amendment No. 2") to provide for total borrowings of up to $8,000. In August 2014 and September 2014 the Company drew down $3,000 and $3,000, respectively. Pursuant to Amendment No. 2, interest-only payments are to be made for the first 12 months based on the date of each borrowing; thereafter, 36 monthly payments of principal and interest are to be made. Borrowings under Amendment 2 bear interest at the rate of 5.0%. The warrant agreement contains a performance clause that the Company met, resulting in additional financing extended and issuance of a warrant to purchase 86,580 additional shares of common stock with an exercise price of $0.05 per share (See Note 9).

In September 2014, the Original Term Loan was further amended ("Amendment No. 3") to extend the loan draw period through the earlier to occur of September 30, 2014 and an Event of Default.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

8. DEBT (Continued)

The Company capitalized deferred financing costs of approximately $38 in entering into the Original Term Loan, of which approximately $16 was repaid at the time of Amendment No. 1 with the remaining approximately $22 being amortized to interest expense over the term of the debt. The balance of deferred financing costs was approximately $15 and $7 at December 31, 2013 and December 31, 2014 respectively. The total outstanding amount of the loans was $958 and $8,000 at December 31, 2013 and December 31, 2014 respectively. Interest expense on these notes payable totaled $62 and $208 or the years ended December 31, 2013 and December 31, 2014.

In November and December of 2014 the Company entered into a Note Purchase Agreement (the "Bridge Notes") allowing for the issuance of $5,000 of convertible promissory notes to a group of investors (the "Holders") bearing interest at a rate per annum of 6.0%. The Holders are related parties of the Company. All notes become due and payable at the earlier to occur of a qualified financing, a deemed liquidation event and November 2015.

As of December 31, 2014, future payments under the Company's debt agreements are as follows:

2015	$ 6,194
2016	2,667
2017	2,667
2018	1,479
Balance as of December 31, 2014	$ 13,007

9. WARRANTS

In November 2010, the Company issued to Comerica Bank a warrant to purchase 33,746 shares of a series of then outstanding preferred stock with an exercise price of $1.778 per share through October 28, 2017. In February 2012, all outstanding shares of Preferred Stock were converted to shares of Series A Preferred Stock. As such the warrant was amended to be exercisable into 33,746 shares of Series A Preferred Stock. In December 2013, a Performance Adjustment (See Note 10) occurred, pursuant to which the Series A Preferred Stock and common stock were subject to modification such that every two shares of issued and outstanding Series A Preferred Stock and common stock became one share of each class respectively, resulting in the warrant being adjusted to represent the right to purchase 16,873 shares. The shares of Series A Preferred Stock have certain mandatorily redeemable features resulting in the warrant being recorded as a liability and re-measured at each period at fair value. The fair value of the warrant was *de minimis* at December 31, 2013 and December 31, 2014.

In connection with the issuance of the Original Term Loan (See Note 8), in August 2012, the Company issued to SVB a warrant to purchase 23,810 shares of common stock with an exercise price of $0.07 per share through August 27, 2022.

This Performance Adjustment resulted in the number of common shares issuable upon exercise of the warrant being adjusted to 11,905.

In connection with the execution of Amendment No. 1 to the Original Term Loan in January 2014, the Company issued an additional warrant to the lending financial institution. In January 2014, the Company

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

9. WARRANTS (Continued)

issued a warrant to purchase 14,430 shares of common stock with an exercise price of $0.05 per share through January 31, 2024. The warrant agreement provides for additional warrant shares to be issued and immediately exercisable upon additional borrowings by the Company. Additional borrowings are contingent upon meeting certain performance measures for the Company's lead product candidate. The Company met the performance measures and in August 2014 additional financing was extended. Based on the terms of the warrant agreement an additional 86,580 shares were granted. The fair value of these warrants was *de minimis* at December 31, 2013 and December 31, 2014.

10. EQUITY

As of December 31, 2013, the authorized capital stock of the Company included 72,000,000 shares of common stock, par value $0.001 per share, 6,644,557 of which were issued and outstanding. As of December 31, 2013, 54,481,000 shares of preferred stock were authorized, designated as Series A, Series B and Series C Preferred Stock of which 9,232,334, 27,324,237 and 8,658,008 were issued and outstanding, respectively.

As of December 31, 2014, the authorized capital stock of the Company included 72,000,000 shares of common stock, par value $0.001 per share, 6,943,077 of which were issued and outstanding. As of December 31, 2014, 54,481,000 shares of preferred stock were authorized, designated as Series A, Series B and Series C Preferred Stock of which 9,232,334, 27,324,237 and 8,658,008 were issued and outstanding, respectively.

Common Stock

General

The voting, dividend and liquidation rights of the holders of shares of common stock are subject to and qualified by the rights, powers and preferences of the holders of shares of preferred stock. Common stock has the characteristics described herein.

Voting

The holders of shares of common stock are entitled to one vote for each share of common stock held, may act by written consent in lieu of shareholder's meetings in accordance with the Company's articles of incorporation, and shall be entitled to notice of shareholder's meetings.

Dividends

The Company shall not declare, pay or set aside any dividends on shares of common stock (other than dividends on shares of common stock payable in shares of common stock) unless in addition to obtaining any consents required by law and/or the Company's articles of incorporation, the holders of Series A, Series B and Series C Preferred Stock then outstanding receive a dividend payment as specified in the Company's articles of incorporation.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

10. EQUITY (Continued)

Liquidation

After payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Company available for distribution to the shareholders shall be distributed among the holders of shares of Preferred Stock and common stock pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to common stock pursuant to the terms of the Company's articles of incorporation immediately prior to such dissolution, liquidation or winding up or deemed liquidation event of the Company.

Reserved for future issuance

The Company has reserved for future issuance the following number of shares of common stock:

	As of December 31, 2014
Conversion of Series A Preferred	18,498,419
Conversion of Series B Preferred	27,324,237
Conversion of Series C Preferred	8,658,344
Options to purchase common stock	3,412,685
Total	57,893,685

Convertible Redeemable Preferred Stock

Series A, B and Series C Redeemable Convertible Preferred Stock

In February 2012, the Company exchanged all previously outstanding preferred stock into 18,464,674 shares of Series A Preferred Stock ("Series A"), par value $0.001. On the same date, the Company issued 27,324,237 shares of Series B Preferred Stock ("Series B"), par value $0.001 for $0.84 per share, which resulted in gross proceeds of $20,050. Closing costs associated with the issuance of the Series B amounted to $147. These costs were recorded as a reduction of the carrying amount of the Series B and are being accreted to the carrying value of the applicable preferred stock. During 2013, the Company issued 8,658,008 shares of Series C Preferred Stock ("Series C") in exchange for $12,000 in a series of tranches. Costs incurred in connection with the issuance of Series C amounted to $45 and have been recorded as a reduction to the carrying amount of Series C and were accreted to the carrying value of the applicable preferred stock. In accordance with the terms of the Series C Preferred Stock Purchase Agreement, the Company authorized the sale and issuance of up to 8,658,008 shares of Series C for total gross proceeds of $12,000. Closing costs associated with the issuance of Series C amounted to $45. The Series C financing was structured to close in two tranches. The Company determined the right of the investors to purchase shares of Series C in a future tranche met the definition of a freestanding financial instrument and was recognized as a liability at fair value. The Company adjusted the carrying value of the tranche obligations to its estimated fair value at each reporting date and upon closing of the second tranche in December 2013. Increases or decreases in the fair value of the tranche obligations were recorded as other expense, net, in the statements of operations.

The first tranche closed in August and September 2013 and resulted in the issuance of 2,886,004 shares of Series C for gross cash proceeds of $4,000. Upon the first tranche closing, the Company recognized a liability of $266 for the fair value of the future tranche obligations. The fair value of the freestanding

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

10. EQUITY (Continued)

instrument tranche obligations was determined using Black-Scholes option-pricing models on the date of the issuance using the following assumptions: fair value of Series C of $1.30, expected life of 0.35 to 0.43 years and expected volatility of 53% to 60%.

The liability related to the tranche obligations was remeasured at fair value up to the date of the closing of the second tranche in December 2013. Upon the closing of the second tranche, the Company derecognized the tranche obligation, which resulted in a net increase in the proceeds allocated to the Series C shares of $345. The fair value of the freestanding instrument tranche obligations was determined using Black-Scholes option-pricing models on the date of the issuance using the following assumptions: fair value of Series C of $1.27, expected life of 0.16 years and expected volatility of 52%.

The valuation of the tranche obligation liability was determined to be a Level 3 valuation based upon the use of unobservable inputs. A roll-forward of the recurring fair value measurements of the tranche liability categorized with Level 3 inputs are as follows:

Balance — December 31, 2012	$ —
Tranche liability upon issuance	266
Change in fair value	79
Tranche liability upon close of tranche	(345)
Balance — December 31, 2013	$ —

The closing of the second tranche of Series C in December 2013 triggered the Performance Adjustment (described below) of the outstanding shares of Series A and common stock to which the Series A and common stock were subject to modification in which every two shares of issued and outstanding Series A and common shares became one share of each class respectively. In connection with the Performance Adjustment, the Company adjusted the carrying value of the outstanding shares of Series A to its redemption amount by recording a decrease of $12,239.

As of December 31, 2014, the holders of Series A, Series B and Series C Preferred Stock had rights, preferences, privileges and restrictions as follows:

Voting

The holders of shares of Preferred Stock are entitled to the number of votes equal to the number of whole shares of common stock into which the shares of the applicable series of Preferred Stock held by such holder are convertible as of the record date. Except as provided by law or otherwise, the holders of shares of Preferred Stock vote together with the holders of shares of common stock as a single class. The holders of record of Series A exclusively and as a separate class are entitled to elect two directors of the Company. The holders of record of Series B and Series C exclusively and as a separate class are entitled to elect one director, respectively, of the Company. The Company cannot amend, alter or repeal the preferences, special rights or other powers of the Series A, Series B or Series C without the written consent or affirmative vote of not less than 66% of the then outstanding shares of the respective class.

Dividends

From and after the issuance of any shares of Series A, Series B and Series C cumulative non-compounding stock, dividends will accrue at a rate of 4.5%, 8.0% and 8.0% per annum respectively per share. In the

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

10. EQUITY (Continued)

event a dividend is declared on common stock, Series A, Series B and Series C will receive a dividend equal to the equivalent number of common shares multiplied by the dividend payable on each class of stock. The Company has recorded cumulative accrued dividends for Series A, Series B and Series C of $2,371, $5,307 and $1,114, respectively, as of December 31, 2013 and 2014.

Conversion

Each share of Series A, Series B and Series C is convertible at the option of the holder at any time into such number of fully paid and nonassessable shares of common stock as is determined by dividing the original issue price of each Series by its conversion price of $1.2266, $0.84 and $1.39 per share, respectively.

Conversion is mandatory for all Series upon an IPO with gross proceeds in excess of $50,000 and a price per share of at least $3.00.

Special Mandatory Conversion

Any holder of at least 1,000,000 shares of Preferred Stock who does not participate in a Qualified Financing by purchasing such holder's applicable portion of the shares of each Preferred Stock, within the time period specified by the Company, are automatically converted into shares of Common Stock at the applicable Conversion Price to that series of Preferred Stock concurrently with the Qualified Financing. A Qualified Financing is a financing or series of financings after the issuance date of the Series C involving the sale of additional shares of common stock (including pursuant to the conversion of debt) with gross proceeds of more than $1,000.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Company or a Deemed Liquidation Event, the holders of Series B are entitled to be paid out an amount per share equal to two times the Series B original issue price of $0.84 plus unpaid accrued dividends. The holders of Series A and Series C are entitled to be paid out an amount per share equal to one times the original issue price of $1.2266 and $1.386, respectively, plus any unpaid accrued dividends. After the payment of all preferential amounts required to be paid to the holders of the Preferred Stock, all the remaining assets of the Company shall be distributed among the holders of the common and Preferred Stock pro rata based on the number of shares held.

Participation

In the event of liquidation, payment to the holders of Series C shall precede payment to the holders of Series B, which shall precede payment to the holders of Series A. Holders of Series C shall be paid at their Original Issuance Price plus any unpaid accrued dividends. In the event that the amount to be distributed to the shareholders is in excess of the Series A, Series B and Series C liquidation preferences, the preferred holders shall participate on an as-converted basis with the common stock holders in the distribution of the remaining assets.

Redemption

The Company shall require a redemption of Series A, Series B and Series C in the event of a deemed liquidation event, including (i) merger or consolidation, (ii) sale or transfer of substantially all of the Company's assets or (iii) sale or exchange or transfer by the Company's shareholders of a majority of the voting power of the Company unless the requisite holders (as defined in the Company's articles of incorporation) elect otherwise.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

10. EQUITY (Continued)

There is an optional redemption feature on or after August 27, 2019 for all series of Preferred Stock, upon a vote of at least 60% of the holders of the Preferred Stock voting as a single class. The payment is equal to the original issuance price for Series A and Series C and two (2) times the original issuance price for Series B, plus unpaid accrued dividends on the date of the redemption. Optional redemption shall be paid in three installments.

Protective Provision

At any time when there are shares of Series B and Series C outstanding the Company will not engage in certain activities (including enter into a liquidating event) without written consent of a majority of the Series B and Series C holders.

Performance Adjustment

The Company's articles of incorporation provided that if the Company raised additional capital in excess of $4,000 after the initial closing of the Series C financing, that such additional financing would trigger a one-time modification of the Series A and common stock shares (the "Performance Adjustment"), such that every two shares of issued and outstanding Series A and common stock became one share of each class, respectively. The Performance Adjustment occurred in December 2013.

11. STOCK-BASED COMPENSATION

Restricted Stock Awards and Stock Options

In July 2014, the Company adopted the 2014 Stock Incentive Plan (the "Plan"), under which 3,627,336 shares of common stock are authorized for issuance to employees, officers, directors, consultants and advisors of the Company. As of December 31, 2014, 1,939,478 of the shares of common stock authorized for issuance pursuant to the Plan were outstanding. In connection with the Company's reincorporation into Virginia in July 2014, each outstanding option to purchase shares of common stock under the 2012 Stock Incentive Plan and 2002 Stock Plan, was automatically terminated and replaced with an option to purchase shares of common stock under the Plan having the same vesting terms and exercise price as the option that was replaced. The Plan provides for granting of both Internal Revenue Service qualified incentive stock options ("ISOs") and non-qualified options ("NQs"), restricted stock awards ("RSAs") and restricted stock units ("RSUs"). Stock options generally vest over a four year period of service; however, certain options contain performance conditions. The options generally have a ten year contractual life and, upon termination, vested options are generally exercisable between one and three months following the termination date, while unvested options are forfeited immediately.

In determining the exercise prices for options granted, the board of directors considered the fair value of the common stock as of the measurement date. The fair value of the common stock was determined by the board of directors based on a variety of factors, including valuations prepared by third parties, Company's financial position, the status of development efforts within the Company, the composition and ability of the current scientific and management teams, the current climate in the marketplace, the illiquid nature of the Company's common stock, arm's length sales of the Company's preferred stock, the effect of the rights and preferences of the preferred shareholders, and the prospects of a liquidity event, among others.

In connection with the Performance Adjustment which occurred on December 4, 2013 (See Note 10) the Company adjusted previously granted and then outstanding options such that for each option exercised, the

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

11. STOCK-BASED COMPENSATION (Continued)

option holder would receive one share of common stock for every two shares of common stock underlying the grant.

Stock option activity under the Plan is summarized as follows:

	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
Outstanding at December 31, 2012	2,232,070	$ 0.25	6.94	$ 8
Granted	1,012,500	0.07		
Exercised	(7,188)	0.09		
Cancelled	(66,254)	0.40		
Modification	(1,585,564)	0.17		
Outstanding at December 31, 2013	1,585,564	0.17	7.02	117
Granted	618,635	0.04		
Exercised	(223,600)	0.32		—
Cancelled	(41,121)	0.64		
Outstanding at December 31, 2014	1,939,478	$ 0.10	7.49	$ 1,505
Vested and expected to vest at December 31, 2014	1,705,256	$ 0.12	4.31	$ 1,293
Exercisable at December 31, 2014	837,001	$ 0.20	4.31	$ 570

As of December 31, 2013 and 2014, the unrecognized compensation cost related to outstanding options was $40 and $215, respectively, and is expected to be recognized as expense over approximately 1.1 years and 1.0 years, respectively.

As of December 31, 2014, the weighted average fair value of vested options was $0.28.

Additional information about the Company's stock option activity is as follows:

	As of December 31,	
	2013	2014
Weighted-average grant date fair value per share of employee option grants	$ 0.04	$ 0.11

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

11. STOCK-BASED COMPENSATION (Continued)

Restricted stock awards under the Plan are summarized as follows:

	Number of Shares	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2012	1,403,065	$ 0.09
Vesting of restricted stock	(616,228)	0.08
Performance Adjustment	(405,275)	0.09
Unvested at December 31, 2013	381,562	0.10
Grant of restricted stock	75,000	0.18
Vesting of restricted stock	(350,387)	0.09
Unvested at December 31, 2014	106,176	$ 0.10

As of December 31, 2013 and 2014, the unrecognized compensation cost related to restricted stock awards was $73 and $26, respectively, and is expected to be recognized as expense over approximately 1.2 years and 0.2 years, respectively.

Stock-Based Compensation Expense

The Company granted stock options to employees for the years ended December 31, 2013 and 2014. The Company estimates the fair value of stock options as of the date of grant using the Black-Scholes option pricing model and restricted stock based on the fair value of the award. Stock options and restricted stock issued to non-board member, non-employees are accounted for using the fair value approach and are subject to periodic revaluation over their vesting terms.

Stock-based compensation for all stock options and restricted stock awards are reported within:

	Years Ended December 31,	
	2013	2014
Research and development	$ 24	$ 12
General and administrative	38	10
Total stock-based compensation expense	$ 62	$ 22

The weighted-average assumptions used in the Black-Scholes option pricing model to determine the fair value of the employee stock option grants were as follows:

	Years Ended December 31,	
	2013	2014
Risk-free interest rate	1.09% – 1.22%	1.80%
Expected volatility	87.8%	77.1%
Expected term (in years)	6.25	6.25
Expected dividend yield	0.0%	0.0%

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

11. STOCK-BASED COMPENSATION (Continued)

Risk-free Interest Rate. The risk-free interest rate assumption is based on observed interest rates appropriate for the expected term of the stock option grants.

Expected Volatility. Due to the Company's limited operating history and lack of company-specific historical or implied volatility, the expected volatility assumption is based on historical volatilities of a peer group of similar companies whose share prices are publicly available. The peer group was developed based on companies in the biotechnology and medical device industries.

Expected Term. The expected term represents the period of time that options are expected to be outstanding. Because the Company does not have historical exercise behavior, through December 31, 2014 it determined the expected life assumption using the simplified method, which is an average of the contractual term of the option and its vesting period. In 2013, some of the stock option grants were in-the-money, based on the retrospective fair value determinations, so the Company determined the expected life using a risk-adjusted method, which adjusts the average of the contractual term of the option and its vesting period for risk, thereby reducing the expected life.

Expected Dividend Yield. The expected dividend yield assumption is based on the fact that the Company has never paid cash dividends and has no present intention to pay cash dividends.

12. INCOME TAXES

For the years ended December 31, 2014 and 2013, the Company did not record a current or deferred income tax expense or (benefit) due to current and historical losses incurred by the Company. The Company's losses before income taxes consist solely of domestic losses.

A reconciliation of income tax expense (benefit) computed at the statutory federal income tax rate to income taxes as reflected in the financial statements is as follows:

	As of December 31,	
	2013	2014
Federal income tax (benefit) at statutory rate	34.00%	34.00%
(Increase) decrease income tax (benefit) resulting from:		
Expiration of state net operating losses	(12.11)	0.00
Permanent items	(0.01)	(0.17)
Research and experimental credits	4.19	3.74
Change in valuation allowance	(26.07)	(37.57)
Income tax expense (benefit)	0.00%	0.00%

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

12. INCOME TAXES (Continued)

Deferred taxes are recognized for temporary differences between the basis of assets and liabilities for financial statement and income tax purposes. The significant components of the Company's deferred tax assets and liabilities are comprised of the following:

	As of December 31,	
	2013	2014
Deferred tax assets:		
Net operating loss carryforwards	$ 21,392	$ 28,419
Depreciation and amortization	—	36
Research Credits	2,400	3,070
Deferred tax assets before valuation allowance	23,792	31,525
Valuation allowance	(23,788)	(31,525)
	4	—
Deferred tax liabilities:		
Depreciation and amortization	(4)	—
	(4)	—
Net deferred tax assets	$ —	$ —

The Company has evaluated the positive and negative evidence bearing upon the realizability of its deferred tax assets. As of December 31, 2014 and 2013, based on the Company's history of operating losses, the Company has concluded that it is not more likely than not that the benefit of its deferred tax assets will be realized. Accordingly, the Company has provided a full valuation allowance for deferred tax assets as of December 31, 2014 and 2013. The valuation allowance increased $7,737 during the year ended December 31, 2014, due primarily to net operating losses generated. The valuation allowance increased by $5,081 during the year ended December 31, 2013, due primarily to net operating losses generated.

As of December 31, 2014 and 2013, the Company had U.S. federal net operating loss carryforwards of $78,276 and $60,380, respectively, which may be available to offset future income tax liabilities and expire at various dates through 2034. As of December 31, 2014 and 2013, the Company also had U.S. state net operating loss carryforwards of $34,184 and $16,354, respectively, which may be available to offset future income tax liabilities and expire at various dates through 2034.

Utilization of the NOL and research and development credit carryforwards may be subject to a substantial annual limitation due to ownership change limitations that have occurred or that could occur in the future, as required by Section 382 and Section 383 of the Internal Revenue Code of 1986, as amended (the "Code"), as well as similar state and foreign provisions. These ownership changes may limit the amount of net operating loss and research and development credit carryforwards that can be utilized annually to offset future taxable income and tax, respectively. In general, an "ownership change" as defined by Section 382 of the Code results from a transaction or series of transactions over a three-year period resulting in an ownership change of more than 50 percentage points of the outstanding stock of a company by certain shareholders. The Company has not completed a study to assess whether an ownership change has occurred or whether there have been multiple ownership changes since its formation. The Company has not recorded net operating losses that, as a result of these restrictions, will expire unused.

COLLEGIUM PHARMACEUTICAL, INC.

NOTES TO FINANCIAL STATEMENTS (Continued)

(in thousands, except share and per share data)

12. INCOME TAXES (Continued)

The Company files income tax returns in the United States and Massachusetts. The federal and Massachusetts income tax returns are generally subject to tax examinations for the tax years ended December 31, 2011 through December 31, 2013. To the extent the Company has tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by the Internal Revenue Service and state tax authorities to the extent utilized in a future period.

13. EMPLOYEE BENEFITS

The Company has a retirement savings plan, which is qualified under section 401(k) of the Code, for its employees. The plan allows eligible employees to defer, at the employee's discretion, pretax compensation up to the Internal Revenue Service annual limits. Employees become eligible to participate after completing 3 months of service. The Company is not required to contribute to this plan. Total expense for contributions made by the Company was $31 for the year ended December 31, 2013 and $35 for the year ended December 31, 2014.

14. SUBSEQUENT EVENTS

The Company has completed an evaluation of all subsequent events through March 3, 2015, the date these financial statements are available to be issued. The Company has concluded that no subsequent event has occurred that requires disclosure.

Through and including , 2015 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Shares

Collegium Pharmaceutical, Inc.

Common Stock

PRELIMINARY PROSPECTUS

Jefferies

Piper Jaffray

Wells Fargo Securities

Needham & Company

, 2015

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth all expenses, other than underwriting discounts and commissions, paid or payable by us in connection with this offering. All amounts shown are estimates except for the SEC registration fee, the Financial Industry Regulatory Authority, or FINRA, filing fee and NASDAQ listing fee.

	Amount Paid or to be Paid
SEC registration fee	$ *
FINRA filing fee	*
NASDAQ Global Market listing fee	*
Blue sky qualification fees and expenses, if any	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous expenses	*
Total	$ *

* To be completed by amendment.

Item 14. Indemnification of Directors and Officers.

Virginia Stock Corporation Act

We are a Virginia corporation. The Virginia Stock Corporation Act, or the VSCA, permits indemnification of a corporation's directors and officers in a variety of circumstances, which may include indemnification for liabilities under the Securities Act. Sections 13.1-696 and 13.1-704 of the VSCA generally authorize a Virginia corporation to indemnify its directors and officers in civil or criminal actions if they acted in good faith and believed their conduct to be in the best interests of the corporation if acting in their official capacity with the corporation or, in all other cases, at least not opposed to its best interests, and, in the case of criminal actions, had no reasonable cause to believe that the conduct was unlawful. Additionally, Section 13.1-704 of the VSCA provides that a Virginia corporation has the power to make any further indemnity to any director or officer, including in a proceeding brought by or in the right of the corporation, if authorized by its articles of incorporation or any bylaw or resolution adopted by the shareholders, except an indemnity against his or her willful misconduct or a knowing violation of the criminal law. Our amended and restated articles of incorporation require us to indemnify our directors, officers and other eligible persons to the full extent permitted by the VSCA.

Our amended and restated articles of incorporation also provide that, to the full extent that the VSCA permits the limitation or elimination of the liability of directors and officers, no director or officer of the Company shall be liable in any proceeding brought by or on behalf of the Company or its shareholders for monetary damages arising out of any transaction, occurrence or course of conduct. Section 13.1-692.1 of the VSCA permits the elimination of liability of directors and officers in any proceeding brought by or in the right of a corporation or brought by or on behalf of shareholders of a corporation, except for liability resulting from such persons having engaged in willful misconduct or a knowing violation of the criminal law

or any federal or state securities law, including, without limitation, any unlawful insider trading or manipulation of the market for any security.

We have or will enter into indemnification agreements with each of our directors and officers pursuant to which we agree to indemnify, including advancing expenses to, each of them against any liabilities that he or she may incur as a result of his or her service as a director or officer of the Company to the fullest extent permitted by Virginia law and our amended and restated articles of incorporation.

We carry insurance on behalf of directors, officers, employees or agents that may cover liabilities under the Securities Act.

The form of underwriting agreement attached hereto as Exhibit 1.1 provides for indemnification by the underwriters named in this registration statement of our executive officers, directors and us, and by us of the underwriters named in the registration statement, for certain liabilities, including liabilities arising under the Securities Act, in connection with matters specifically provided in writing for inclusion in this registration statement.

Item 15. Recent Sales of Unregistered Securities.

During the three years preceding the filing of this registration statement, we (since our reincorporation in Virginia in July 2014) and our predecessor Delaware corporation (prior to such reincorporation), issued unregistered securities in the following transactions. None of these transactions involved underwriters, underwriting discounts or commissions, or any public offering, and we believe that each transaction was exempt from the registration requirements of the Securities Act, as described below.

(i) Issuances of Common Stock

§ In connection with our reincorporation into Virginia in July 2014, each outstanding share of common stock was converted into one share of common stock of the new Virginia corporation.

§ In connection with the closing of the second tranche of our Series C Convertible Preferred Stock financing in December 2013, every two issued and outstanding shares of common stock were reclassified and combined into one share of common stock.

§ On June 13, 2012, we issued 1,707,322 restricted shares of common stock, which have since vested, to Michael T. Heffernan under the 2012 Stock Incentive Plan.

(ii) Issuances of Preferred Stock

§ In connection with our reincorporation into Virginia in July 2014, each outstanding share of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock was converted into one share of Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock, respectively, of the new Virginia corporation.

§ In connection with the closing of the second tranche of our Series C Convertible Preferred Stock financing in December 2013, every two issued and outstanding shares of Series A Convertible Preferred Stock were reclassified and combined into one share of Series A Convertible Preferred Stock.

§ In December 2013, those investors who participated in the closings in August and September 2013 exercised their option to purchase an additional pro rata portion of an aggregate of 5,772,004 shares of our Series C Convertible Preferred Stock, at a purchase price of $1.386 per share, for an aggregate purchase price of approximately $8 million.

§ On August 27, 2013, we issued 2,220,670 shares of our Series C Convertible Preferred Stock to the Longitude Funds, Skyline Venture Partners V, L.P., Frazier Healthcare VI, L.P. and certain other existing investors in the Company, at a purchase price of $1.386 per share, for an aggregate purchase price of approximately $3.1 million, or the Initial Tranche 1 Closing. On

September 25, 2013, we issued and sold an additional 665,334 shares of Series C Convertible Preferred Stock to certain of our investors, some of whom did not participate in the Initial Tranche 1 Closing and who qualified as "accredited investors" under Regulation D of the Securities Act, at a purchase price of $1.386 per share, for an aggregate purchase price of approximately $922,000, or the Additional Tranche 1 Closing.

§ On February 10, 2012, we issued an aggregate of 27,324,237 shares of Series B Convertible Preferred Stock to the Longitude Funds, Skyline Venture Partners V, L.P., Frazier Healthcare VI, L.P., the Boston Millennia Funds and certain other investors, at a purchase price of $0.84 per share, for an aggregate purchase price of approximately $23.0 million. Some of the shares issued during the Series B financing were issued pursuant to either the conversion of promissory notes then owed by us to certain shareholders, or the exercise of warrants held by certain shareholders.

§ On February 10, 2012, in connection with our Series B Convertible Preferred Stock financing, all issued and outstanding shares of previously issued Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-2 Preferred Stock and Series D-1 Preferred Stock were converted into shares of Series A Convertible Preferred Stock. In connection with this financing, we issued 18,464,674 shares of Series A Convertible Preferred Stock.

(iii) Issuance of Convertible Notes

§ In November and December 2014, we entered into a Convertible Note Purchase Agreement, pursuant to which we issued and sold to investors convertible promissory notes in the aggregate principal amount of $5 million. The participants in the convertible note financing described above included the Longitude Funds, Skyline Venture Partners V, L.P., Frazier Healthcare VI, L.P. and the Boston Millennia Funds.

(iv) Stock Option Grants

§ In connection with our reincorporation into Virginia in July 2014, each outstanding option to purchase shares of common stock under the 2012 Stock Incentive Plan, as amended, and the Amended and Restated 2002 Stock Option Plan, as amended, was automatically terminated and replaced with an option to purchase shares of common stock under the 2014 Stock Incentive Plan having the same vesting terms and exercise price as the option that was replaced.

§ On March 5, 2014, we granted options to purchase an aggregate of 618,653 shares of our common stock with an exercise price of $0.04 per share to 16 employees.

§ On May 30, 2013, we granted options to purchase an aggregate of 550,500 shares of our common stock with an exercise price of $0.07 per share to 2 employees.

§ On January 24, 2013, we granted options to purchase an aggregate of 462,000 shares of our common stock with an exercise price of $0.07 per share to 14 employees.

§ On December 20, 2012, we granted options to purchase an aggregate of 5,000 shares of our common stock with an exercise price of $0.07 per share to 1 employee.

§ On August 16, 2012, we granted options to purchase 500,000 shares of our common stock with an exercise price of $0.07 per share to 1 employee.

§ On May 10, 2012, we granted options to purchase an aggregate of 271,000 shares of our common stock with an exercise price of $0.07 per share to 9 employees.

(v) Warrants

§ In connection with our reincorporation into Virginia in July 2014, each warrant to purchase shares of Series A Convertible Preferred Stock and each warrant to purchase shares of our common stock was assumed by the new Virginia corporation.

§ On August 28, 2012, in connection with the closing of the Original Term Loan, we issued the First SVB Warrant, which warrant was immediately exercisable for 23,810 shares of our common

stock at an exercise price of $0.07 per share. Pursuant to the December 2013 reverse stock split, the number of shares underlying the First SVB Warrant was adjusted to 11,905 shares of common stock. On January 31, 2014, in connection with the closing of Amendment No. 1 to the Original Term Loan, we issued the Second SVB Warrant, which warrant was immediately exercisable for 14,430 shares of our common stock at an exercise price of $0.05 per share. Pursuant to an adjustment mechanism included in the Second SVB Warrant, the Second SVB Warrant automatically became exercisable for an additional 86,580 shares of our common stock.

We believe these transactions, including the issuance of new securities in connection with our reincorporation in Virginia, were exempt from registration under the Securities Act in reliance upon Section 4(2) of the Securities Act, or Regulation D promulgated thereunder, or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about Collegium.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

See the Index to Exhibits attached to this registration statement, which is incorporated by reference herein.

(b) Financial statement schedule.

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or notes.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Canton, Commonwealth of Massachusetts, on the day of , 2015.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____

Michael T. Heffernan
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below appoints Michael T. Heffernan and Paul Brannelly, and each of them acting individually, and each of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of each to act alone, with full powers of substitution and resubstitution for him and in his name, place and stead, in any and all capacities, to sign this Registration Statement on Form S-1 for Collegium Pharmaceutical, Inc., along with any or all amendments (including post-effective amendments) to this Registration Statement, and any other registration statements for the same offering pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, with full power of each to act alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or would do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below:

Signature	Title	Date
Michael T. Heffernan, R.Ph.	Chief Executive Officer (Principal Executive Officer) and Director	, 2015
Paul Brannelly	Chief Financial Officer (Principal Financial and Accounting Officer)	, 2015
Garen G. Bohlin	Director	, 2015
John G. Freund, M.D.	Director	, 2015
Patrick Heron	Director	, 2015
David Hirsch, M.D., Ph.D.	Director	, 2015
Robert W. Jevon	Director	, 2015
Gino Santini	Director	, 2015

INDEX TO EXHIBITS

Exhibit Number	Exhibit Description
1.1†	Form of Underwriting Agreement.
2.1	Agreement and Plan of Merger, dated July 10, 2014, by and between Collegium Pharmaceutical, Inc., a Delaware corporation, and Collegium Pharmaceutical, Inc., a Virginia corporation.
3.1	Articles of Incorporation of Collegium Pharmaceutical, Inc., as currently in effect.
3.2†	Form of Amended and Restated Articles of Incorporation of Collegium Pharmaceutical, Inc. to be effective upon the completion of this offering.
3.3	Bylaws of Collegium Pharmaceutical, Inc., as currently in effect.
3.4†	Form of Amended and Restated Bylaws of Collegium Pharmaceutical, Inc. to be effective upon the completion of this offering.
4.1†	Form of Common Stock Certificate of Collegium Pharmaceutical, Inc.
4.2	Form of Convertible Promissory Note.
4.3	Sixth Amended and Restated Stockholders Agreement, dated July 11, 2014, by and among Collegium Pharmaceutical, Inc. and certain of its shareholders.
4.4	Seventh Amended and Restated Investor Rights Agreement, dated July 11, 2014, by and among Collegium Pharmaceutical, Inc. and certain of its shareholders.
4.5	Preferred Shareholder Agreement, dated November 26, 2014, by and among Collegium Pharmaceutical, Inc., Boston Millennia Partners and certain of its preferred shareholders.
4.6	Warrant to Purchase Stock, dated October 28, 2010, issued by Collegium Pharmaceutical, Inc. to Comerica Bank.
4.7	Warrant to Purchase Stock, dated January 31, 2014, issued by Collegium Pharmaceutical, Inc. to Silicon Valley Bank.
4.8	Warrant to Purchase Stock, dated August 28, 2012, issued by Collegium Pharmaceutical, Inc. to Silicon Valley Bank.
4.9	Amendment No. 1 to the Sixth Amended and Restated Stockholders Agreement, dated January 29, 2015, by and among Collegium Pharmaceutical, Inc. and certain of its shareholders.
5.1†	Opinion of Pepper Hamilton LLP.
10.1	Office Lease Agreement, dated August 28, 2012, by and between 780 Dedham Street Holdings, LLC and Collegium Pharmaceutical, Inc.
10.2	Loan and Security Agreement, dated August 28, 2012, by and between Silicon Valley Bank and Collegium Pharmaceutical, Inc.
10.3	First Amendment to Loan and Security Agreement, dated January 31, 2014, by and between Silicon Valley Bank and Collegium Pharmaceutical, Inc.
10.4	Assumption and Second Amendment to Loan and Security Agreement, dated August 12, 2014, by and between Silicon Valley Bank and Collegium Pharmaceutical, Inc.

Exhibit Number	Exhibit Description
10.5	Third Amendment to Loan and Security Agreement, dated September 25, 2014, by and between Silicon Valley Bank and Collegium Pharmaceutical, Inc.
10.6	Fourth Amendment to Loan and Security Agreement, dated October 31, 2014, by and between Silicon Valley Bank and Collegium Pharmaceutical, Inc.
10.7	Series B Convertible Preferred Stock Purchase Agreement, dated February 10, 2012, by and among Collegium Pharmaceutical, Inc. and the purchasers thereto.
10.8	Series C Convertible Preferred Stock Purchase Agreement, dated August 27, 2013, by and among Collegium Pharmaceutical, Inc. and the purchasers thereto.
10.9	Amendment No. 1 to Series C Convertible Preferred Stock Purchase Agreement, dated September 24, 2013, by and among Collegium Pharmaceutical, Inc. and the purchasers thereto.
10.10	Convertible Note Purchase Agreement, dated November 14, 2014, by and among Collegium Pharmaceutical, Inc. and the purchasers thereto.
10.11	Subordination Agreement, dated November 14, 2014, by and among Collegium Pharmaceutical, Inc., Silicon Valley Bank and the creditors named therein.
10.12	Subordination Agreement, dated December 2, 2014, by and among Collegium Pharmaceutical, Inc., Silicon Valley Bank and the creditors named therein.
10.13+	Employment Agreement, dated June 13, 2012, by and between Collegium Pharmaceutical, Inc. and Michael T. Heffernan.
10.14	Amendment to Employment Agreement, dated September 10, 2013, by and between Collegium Pharmaceutical, Inc. and Michael T. Heffernan.
10.15+	Restricted Stock Award Agreement, dated June 13, 2012, by and between Collegium Pharmaceutical, Inc. and Michael T. Heffernan.
10.16+	Employment Agreement, dated May 30, 2012, by and between Collegium Pharmaceutical, Inc. and Ernest A. Kopecky.
10.17+	Employment Agreement, dated March 13, 2013, by and between Collegium Pharmaceutical, Inc. and Douglas R. Carlson.
10.18	Restricted Stock Award Agreement, dated July 18, 2012, by and between Collegium Pharmaceutical, Inc. and Gino Santini.
10.19	Restricted Stock Award Agreement, dated March 5, 2014, by and between Collegium Pharmaceutical, Inc. and Gino Santini.
10.20(A)+	2014 Stock Incentive Plan.
10.20(B)+	Form of Incentive Stock Option Agreement Granted Under 2014 Stock Incentive Plan (Originally Granted under 2002 Stock Option Plan).
10.20(C)+	Form of Non-Statutory Stock Option Agreement Granted Under 2014 Stock Incentive Plan (Originally Granted under 2002 Stock Option Plan).
10.20(D)+	Form of Incentive Stock Option Agreement Granted Under 2014 Stock Incentive Plan (Originally Granted under 2012 Stock Option Plan).
10.20(E)+	Form of Non-Statutory Stock Option Agreement Granted Under 2014 Stock Incentive Plan (Originally Granted under 2012 Stock Option Plan).

Exhibit Number	Exhibit Description
10.20(F)†+	Form of Incentive Stock Option Agreement Granted Under 2014 Stock Incentive Plan.
10.20(G)†+	Form of Non-Statutory Stock Option Agreement Granted Under 2014 Stock Incentive Plan.
10.21	Form of Indemnification Agreement.
10.22	Form of Management Rights Agreement.
10.23	Form of Confidentiality and Inventions Agreement.
10.24+	Confidential Offer Letter, dated January 30, 2015, by and between Collegium Pharmaceutical, Inc. and Paul Brannelly.
10.25+	2014 Transaction Bonus Plan.
10.26+	Noncompetition, Confidentiality and Inventions Agreement, dated October 5, 2003, by and between Collegium Pharmaceutical, Inc. and Michael T. Heffernan.
10.27+	Offer Letter, dated June 26, 2002, by Collegium Pharmaceutical, Inc. to Alison B. Fleming.
10.28+	Offer Letter, dated June 6, 2008, by and between Collegium Pharmaceutical, Inc. and Said Saim.
16.1	Letter of Walter & Shuffain, P.C., as to change in accountant, dated February 25, 2015.
23.1†	Consent of Grant Thornton LLP.
23.2†	Consent of Pepper Hamilton LLP (included in Exhibit 5.1).
24.1†	Power of Attorney (included on the signature page).

† To be filed by amendment.

+ Indicates management contract or compensatory plan.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of July 10, 2014, by and between Collegium Pharmaceutical, Inc., a Delaware corporation ("Parent"), and Collegium Pharmaceutical, Inc., a Virginia corporation and a wholly owned subsidiary of Parent (the "Company").

RECITALS

WHEREAS, Parent and the Company wish to provide for the merger of Parent with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL") and the Virginia Stock Corporation Act (the "VSCA"); and

WHEREAS, the Board of Directors of Parent has approved and adopted this Agreement; and

WHEREAS, the Board of Directors of the Company has approved and adopted this Agreement; and

WHEREAS, Parent and the Company intend for the Merger to be treated as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"), and agree to adopt this Agreement as a plan of reorganization;

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements and covenants contained herein, the parties hereby agree as follows:

ARTICLE I
The Merger; Effective Time

Section 1.1. The Merger. At the Effective Time (as defined in Section 1.3) Parent shall be merged with and into the Company and the separate existence of Parent shall thereupon cease. The Company shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall continue to be a corporation governed by the VSCA, and the separate existence of the Company with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the DGCL and the VSCA.

Section 1.2. Filings. The authorized officers, employees or agents of Parent and the Company shall take all actions as may be required for accomplishing the Merger, including, without limitation, obtaining the requisite approval of Parent's stockholders and the Company's sole shareholder and signing and filing a certificate of merger (the "Certificate of Merger") and articles of merger (the "Articles of Merger") with the Secretary of State of the State of Delaware and the State Corporation Commission of Virginia, respectively.

Section 1.3. Effective Time. The Merger shall be effective at such date and time as the Certificate of Merger and the Articles of Merger are duly filed with the Secretary of State of the State of Delaware and the State Corporation Commission of Virginia, respectively, or such later

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date and time as is specified in the Certificate of Merger and the Articles of Merger. The date and time at which the Merger becomes effective is referred to herein as the "Effective Time".

Section 1.4. Tax Treatment. Parent and the Company intend for the Merger to be treated as a reorganization under Section 368(a)(1)(F) of the Code and agree to adopt this Agreement as a plan of reorganization. Parent and the Company will report the Merger as a reorganization for all tax filings.

ARTICLE II
The Surviving Corporation

Section 2.1. Articles of Incorporation. The articles of incorporation of the Company in effect as of the date hereof, a copy of which is attached as Exhibit A hereto, shall be the articles of incorporation of the Surviving Corporation, without any change or amendment, until duly amended in accordance with the terms thereof and the VSCA.

Section 2.2. Bylaws. The bylaws of the Company in effect as of the date hereof, a copy of which is attached as Exhibit B hereto, shall be the bylaws of the Surviving Corporation, without any change or amendment, until duly amended in accordance with the terms thereof, the articles of incorporation of the Surviving Corporation and the VSCA.

Section 2.3. Directors and Officers. From and after the Effective Time, (a) the directors of the Company as of the date hereof, together with such additional persons as may thereafter be elected, shall serve as the directors of the Surviving Corporation, and (b) the officers of the Company in office as of the date hereof, together with such additional persons as may thereafter be elected, shall be the officers of the Surviving Corporation, in each case, until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and the bylaws of the Surviving Corporation and the VSCA. The directors and officers of the Company as of the date hereof are set forth on Exhibit C attached hereto.

ARTICLE III
Effect on Capital Stock, Options and Warrants

Section 3.1. Capital Stock of the Company. Subject to the provisions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Parent, the Company or the stockholders of Parent, except for Dissenting Shares (as defined in Section 3.5), (i) each outstanding share of common stock, par value $0.001 per share, of Parent ("Parent Common Stock") shall be cancelled, extinguished and automatically converted into the right to receive one share of common stock, par value $0.001 per share, of the Company ("Common Stock"); (ii) each outstanding share of Series A Convertible Preferred Stock, par value $0.001 per share, of Parent ("Parent Series A Stock") shall be cancelled, extinguished and automatically converted into the right to receive one share of Series A Convertible Preferred Stock, par value $0.001 per share, of the Company; (iii) each outstanding share of Series B Convertible Preferred Stock, par value $0.001 per share, of Parent ("Parent Series B Stock") shall be cancelled, extinguished and automatically converted into the right to receive one share of Series B Convertible Preferred Stock, par value $0.001 per share, of the Company; and (iv)

each outstanding share of Series C Convertible Preferred Stock, par value $0.001 per share, of Parent ("Parent Series C Stock," and collectively with the Parent Common Stock, Parent Series A Stock, Parent Series B Stock, the "Parent Stock") shall be cancelled, extinguished and automatically converted into the right to receive one share of Series C Convertible Preferred Stock, par value $0.001 per share, of the Company.

Section 3.2. Capital Stock of Parent. Subject to the provisions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Parent, the Company or the sole shareholder of the Company, each of the issued and outstanding shares of the Company's Common Stock shall be cancelled.

Section 3.3. Options. At the Effective Time, each option to purchase shares of Parent Common Stock ("Parent Stock Option") outstanding under Parent's 2012 Stock Incentive Plan, as amended, and Parent's Amended and Restated 2002 Stock Option Plan, as amended, immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Parent, the Company or the holder of such Parent Stock Option, be automatically terminated by Parent. Following the Effective Time, the Company shall issue replacement options to purchase shares of Common Stock pursuant to the Company's 2014 Stock Incentive Plan, a copy of which is attached hereto as Exhibit D, to each holder of Parent Stock Options cancelled pursuant to this Section 3.3 (each, a "Replacement Option"). To the extent that they replace Parent Stock Options which qualify as "incentive stock options" under the Code, each Replacement Option will be intended to qualify as an "incentive stock option" under the Code (although the Company makes no representation and warranty whatsoever that such options will so qualify). Each Replacement Option shall be subject to the same terms and conditions as the applicable Parent Stock Option it replaced, except that each such Replacement Option shall be exercisable for, and represent the right to purchase, shares of Common Stock. The Company shall reserve for issuance a sufficient number of shares of Common Stock for delivery upon exercise of the Replacement Options granted in accordance with this Section 3.3. Each Replacement Option shall vest on the same schedule (with the same vesting start date) and terminate on the same expiration date and have the same exercise price as the applicable Parent Stock Option it replaced.

Section 3.4. Warrants. At the Effective Time, each warrant to purchase shares of Parent Common Stock ("Parent Warrant") outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Parent, the Company or the holder of such Parent Warrant, be assumed by the Company.

Section 3.5. Appraisal Rights. Notwithstanding any provision of this Agreement to the contrary, shares of Parent Stock that are outstanding immediately prior to the Effective Time and which are held by stockholders who have exercised and perfected appraisal rights for such shares of Parent Stock in accordance with the DGCL (collectively, the "Dissenting Shares") shall not be converted into or represent the right to receive the per share amount of the merger consideration described in Section 3.1 attributable to such Dissenting Shares. Such stockholders shall be entitled to receive payment of the appraised value of such shares of Parent Stock held by them in accordance with the DGCL, unless and until such stockholders fail to perfect or effectively withdraw or otherwise lose their appraisal rights under the DGCL. All Dissenting Shares held by stockholders who shall have failed to perfect or who effectively shall

have withdrawn or lost their right to appraisal of such shares of Parent Stock under the DGCL shall thereupon be deemed to be converted into and to have become exchangeable for, as of the Effective Time, the right to receive the per share amount of the merger consideration attributable to such Dissenting Shares upon their surrender in the manner provided in Section 3.1.

ARTICLE IV
Termination

Section 4.1. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by the mutual written consent of Parent and the Company.

Section 4.2. Effect of Termination and Abandonment. In the event of the termination of this Agreement and the abandonment of the Merger pursuant to Section 4.1, no party hereto (or any of its directors, officers or stockholders) shall have any liability or further obligation to any other party to this Agreement.

ARTICLE V
Miscellaneous and General

Section 5.1. Representations and Warranties of the Company. The Company was organized for the purpose of entering into this Agreement and consummating the transactions contemplated hereby and has not engaged in any business activities or conducted any operations other than as incident to its organization and in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.2. Modification or Amendment. This Agreement may be amended, modified or supplemented by the parties at any time prior to the Effective Time, whether before or after the requisite approval of Parent's stockholders and the Company's sole shareholder have been obtained; provided, however, that after such approvals have been obtained, no amendment shall be made that pursuant to applicable law requires further approval or adoption by the stockholders of the Company or by the sole shareholder of Parent without such further approval or adoption, including any amendment to change the amount or kind of shares or rights to acquire shares to be received under this Agreement, the articles of incorporation of the Surviving Corporation or any of the other terms or conditions of this Agreement if the change would adversely affect Parent's stockholders or the Company's sole shareholder in any material respect. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each of the parties hereto.

Section 5.3. Counterparts. For convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 5.4. Further Assurances. Each party hereto agrees to execute and deliver such other writings, documents, certificates, notices and such other instruments, and to take such other

actions, as are reasonably required in order to carry out the intent and purposes of this Agreement and to enable the consummation of the Merger.

Section 5.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws thereof.

Section 5.6. Captions. The Article and Section captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

COLLEGIUM PHARMACEUTICAL, INC.,
a Delaware corporation

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

COLLEGIUM PHARMACEUTICAL, INC.,
a Virginia corporation

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

EXHIBIT A

ARTICLES OF INCORPORATION
OF
COLLEGIUM PHARMACEUTICAL, INC.

Exhibit A has been omitted as such document has been separately filed as an exhibit to the Form S-1. The Company agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.

EXHIBIT B

BYLAWS OF THE COMPANY

Exhibit B has been omitted as such document has been separately filed as an exhibit to the Form S-1. The Company agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.

EXHIBIT C

DIRECTORS AND OFFICERS OF THE COMPANY

Directors
Patrick Heron
Michael Heffernan
David Hirsch
John Freund
Robert Jevon
Gino Santini

Officers
Michael Heffernan - President, Chief Executive Officer, Treasurer and Secretary
Douglas R. Carlson - Vice President, Corporate Development
Alison Fleming - Vice President, Product Development

Ernest A. Kopecky - Vice President, Clinical Development and Head of the Neuroscience Therapeutic Area
Said Saim - Vice President, Pharmaceutical Development

EXHIBIT D

2014 Stock Incentive Plan

Exhibit D has been omitted as such document has been separately filed as an exhibit to the Form S-1. The Company agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.

ARTICLES OF INCORPORATION
OF
COLLEGIUM PHARMACEUTICAL, INC.

I.

The name of this corporation is Collegium Pharmaceutical, Inc. (the "**Corporation**").

II.

The Corporation's registered office is physically located in the City of Richmond at the following address: Bank of America Center, 16th Floor, 1111 East Main Street, Richmond, Virginia 23219. The Corporation's registered agent maintains a business office at the address of the Corporation's registered office. The name of the Corporation's registered agent is Corporation Service Company, a Delaware stock corporation authorized to transact business in the Commonwealth of Virginia.

III.

The purpose for which the Corporation is formed is to transact any or all lawful business, not required to be specifically stated in these Articles of Incorporation, for which corporations may be incorporated under the Virginia Stock Corporation Act as amended from time to time (the "**VSCA**").

IV.

A. Authorized Classes of Stock. The total number of shares of all classes of stock which the Corporation is authorized to issue is One Hundred Twenty-Six Million Four Hundred Eighty-One Thousand (126,481,000) shares, Seventy-Two Million (72,000,000) shares of which shall be Common Stock (the "**Common Stock**") and Fifty-Four Million Four Hundred Eighty-One Thousand (54,481,000) shares of which shall be Preferred Stock (the "**Preferred Stock**"). The Common Stock shall have a par value of $0.001 per share and the Preferred Stock shall have a par value of $0.001 per share.

B. Common Stock. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein. The holders of the Common Stock are entitled to one vote for each share of Common Stock held, may act by written consent in lieu of shareholders' meetings in accordance with Article IX, and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Corporation. The number of authorized shares of Common Stock, and the number of authorized shares of any series of Common Stock, may be increased or decreased (but not below the number of shares of Common Stock, or the number of shares of such series of Common Stock, as the case may be, then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote (voting together as a single class on an as-if-converted basis), subject to Section 3 of Part D of this Article IV.

C. Designation of Preferred Stock. Eight Million Six Hundred Fifty-Eight Thousand Three Hundred Forty-Four (8,658,344) of the authorized shares of Preferred Stock are hereby designated "Series C Convertible Preferred Stock" ("**Series C Preferred Stock**"); Twenty-Seven Million Three Hundred Twenty-Four Thousand Two Hundred Thirty-Seven (27,324,237) of the authorized shares of Preferred Stock are hereby designated "Series B Convertible Preferred Stock" ("**Series B Preferred Stock**"); and Eighteen Million Four Hundred Ninety-Eight Thousand Four Hundred Nineteen (18,498,419) of the authorized shares of Preferred Stock are hereby designated "Series A Convertible Preferred Stock" ("**Series A Preferred Stock**").

D. Preferred Stock. The Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock shall have the rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth herein. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part D of this Article IV refer to sections and subsections of Part D of this Article IV.

1. Dividends.

1.1 From and after the date of the issuance of any shares of Series C Preferred Stock, dividends at the rate per annum of $.1109 per share shall accrue on such shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock) (the "**Series C Accruing Dividends**"). Series C Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative. The Corporation shall not declare, pay or set aside any dividends on shares of Series B Preferred Stock, Series A Preferred Stock or Common Stock (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in these Articles of Incorporation) the holders of the Series C Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series C Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series C Accruing Dividends then accrued on such share of Series C Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series C Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series C Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series C Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series C Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series C Preferred Stock pursuant to this Subsection 1.1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series C Preferred Stock dividend. The "**Series C Original**

Issue Price" shall mean $1.386 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock.

1.2 From and after the date of the issuance of any shares of Series B Preferred Stock, dividends at the rate per annum of $.0672 per share shall accrue on such shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock) (the "**Series B Accruing Dividends**"). Series B Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative. The Corporation shall not declare, pay or set aside any dividends on shares of Series A Preferred Stock or Common Stock (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in these Articles of Incorporation) the holders of the Series B Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series B Accruing Dividends then accrued on such share of Series B Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series B Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series B Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series B Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series B Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series B Preferred Stock pursuant to this Subsection 1.2 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series B Preferred Stock dividend. The "**Series B Original Issue Price**" shall mean $0.84 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock.

1.3 From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum of $.0546 per share shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "**Series A Accruing Dividends**," together with the Series B Accruing Dividends, as applicable, the "**Accruing Dividends**"). Series A Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative. The Corporation shall not declare, pay or set aside any dividends on shares of Common Stock (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in these Articles of Incorporation) the holders of the Series A Preferred Stock

then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series A Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series A Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Subsection 1.3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend. The "**Series A Original Issue Price**" shall mean $1.2266 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

1.4 The Board of Directors of the Corporation (the "**Board of Directors**") may fix a record date for the determination of holders of shares of the Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock entitled to receive payment of the Series C Accruing Dividends, Series B Accruing Dividends and the Series A Accruing Dividends, which record date shall not be more than sixty (60) days prior to the applicable dividend payment date. All accrued and unpaid dividends, if any, shall, to the extent funds are legally available therefor, be mandatorily paid upon the earlier to occur of (i) a liquidation, dissolution or winding up (including a Deemed Liquidation Event), or (ii) a conversion of shares of the Series A Preferred Stock (in the case of the Series A Preferred Stock), the Series B Preferred Stock (in the case of the Series B Preferred Stock) or the Series C Preferred Stock (in the case of the Series C Preferred Stock) pursuant to Section 4 or Section 5 (each, a "**Mandatory Dividend Payment Date**").

1.5 On a Mandatory Dividend Payment Date, all accrued and unpaid dividends shall be paid, (i) in the case of a liquidation, dissolution or winding up that is not a Deemed Liquidation Event, in cash, (ii) in the case of an optional conversion pursuant to Section 4 or an automatic conversion pursuant to Section 5.1 below, in shares of Common Stock or in cash, at the option of the Board of Directors, and (iii) in the case of a Deemed Liquidation Event, in the same form of consideration received by the holders of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock, as applicable, in such transaction.

1.5.1. If dividends are to be paid in shares of Common Stock, the value of such shares shall be determined:

(a) in the case of an optional conversion or in the case of an automatic conversion pursuant to Section 5.1(b) other than in connection with the Initial Public Offering, mutually by the Board of Directors, the holders of sixty-six percent (66%) of the shares of the Series A Preferred Stock, the holders of sixty-six percent (66%) of the shares of the Series B Preferred Stock, and the holders of sixty-six percent (66%) of the shares of the Series C Preferred Stock or, if the Board of Directors and the holders of such shares shall fail to agree, by an appraiser chosen mutually by the Board of Directors, the holders of sixty-six percent (66%) of the shares of the Series A Preferred Stock, the holders of sixty-six percent (66%) of the shares of the Series B Preferred Stock, and the holders of sixty-six percent (66%) of the shares of the Series C Preferred Stock (whose fee shall be split evenly between the Corporation, on the one hand, and the holders of such shares, on the other hand, unless, on the Mandatory Dividend Payment Date, the Corporation has accrued earnings equal to or greater than the unpaid dividends, in which case the Corporation shall pay the entire fee of the appraiser);

(b) in the case of an automatic conversion in connection with the Initial Public Offering, by the midpoint of the most recent anticipated price range per share of the Common Stock to be offered in such Initial Public Offering as set forth in the registration statement providing such information or any amendment thereto.

1.5.2. If dividends are to be paid in securities received in the Deemed Liquidation Event, the value of such securities shall be determined pursuant to Section 2.4.3 hereof.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series C Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of Series B Preferred Stock, Series A Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to the Series C Original Issue Price, plus any Series C Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon (the "**Series C Preference Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Preferential Payments to Holders of Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event and after payment in full of all amounts due to the holders of Series C Preferred Stock pursuant to Subsection 2.1, the holders of shares of Series B

Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of Series A Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to two (2) times the Series B Original Issue Price, plus any Series B Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon (the "**Series B Preference Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which they shall be entitled under this Subsection 2.2, the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.3 Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event and after payment in full of all amounts due to the holders of Series C Preferred Stock pursuant to Subsection 2.1 and to holders of Series B Preferred Stock pursuant to Subsection 2.2, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to one (1) times the Series A Original Issue Price, plus any Series A Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon (the "**Series A Preference Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.3, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.4 Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the shares of Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Articles of Incorporation immediately prior to such dissolution, liquidation or winding up or Deemed Liquidation Event of the Corporation. The aggregate amount which a holder of a share of Series C Preferred Stock is entitled to receive under this Subsection 2.4 is hereinafter referred to as the "**Series C Participation Amount**" and together with the Series C Preference Amount referred to as the "**Series C Liquidation Amount**." The aggregate amount which a holder of a share of Series B Preferred Stock is entitled to receive under this Subsection 2.4 is hereinafter referred to as the "**Series B Participation Amount**" and together

with the Series B Preference Amount referred to as the "**Series B Liquidation Amount**." The aggregate amount which a holder of a share of Series A Preferred Stock is entitled to receive under this Subsection 2.4 is hereinafter referred to as the "**Series A Participation Amount**" and together with the Series A Preference Amount referred to as the "**Series A Liquidation Amount**."

2.5 Deemed Liquidation Events.

2.5.1. Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of at least sixty percent (60%) of the voting power of the outstanding shares of Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock, voting or consenting together as a single class on an as-converted to Common Stock basis (the "**Requisite Holders**"), elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(a) a merger or consolidation in which

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation;

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; or

(c) the sale or transfer by shareholders of this Corporation, in one transaction or a series of related transactions, of more than fifty percent (50%) of the outstanding voting power of this Corporation to a person or group of affiliated persons (other than an underwriter of the Corporation's securities) (a "**Stock Sale**").

2.5.2. Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.4.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2, 2.3, and 2.4.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.5.1(a)(ii) or Subsection 2.5.1(b), if the Corporation does not effect a dissolution of the Corporation under the VSCA within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the Requisite Holders so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors**)**, together with any other assets of the Corporation available for distribution to its shareholders, all to the extent permitted by Virginia law governing distributions to shareholders (the "Available Proceeds"), on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Series C Preferred Stock at a price per share equal to the Series C Preference Amount; and, if there are any Available Proceeds remaining after payment of the Series C Preference Amount to all holders of Series C Preferred Stock, redeem all outstanding shares of Series B Preferred Stock at a price per share equal to the Series B Preference Amount; and, if there are any Available Proceeds remaining after payment of the Series B Preference Amount to all holders of Series B Preferred Stock, redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Preference Amount; and if there are any Available Proceeds remaining after payment of the Series A Preference Amount to holders of Series A Preferred Stock, the Corporation shall distribute, on a pari passu basis, to each holder of Series C Preferred Stock such holder's pro rata share of the Series C Participation Amount, to each holder of Series B Preferred Stock such holder's pro rata share of the Series B Participation Amount, to each holder of Series A Preferred Stock such holders pro rata share of the Series A Participation Amount and to each holder of Common Stock the amounts due to the holders of Common Stock pursuant to Subsection 2.4. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to pay the Series C Preference Amount to all outstanding shares of Series C Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder's shares of Series C Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. If after full payment of the Series C Preference Amount to the holders of Series C Preferred Stock pursuant to this Subsection 2.5.2(b), the remaining Available Proceeds are not sufficient to redeem all outstanding shares of Series B Preferred Stock, or if the Corporation does not have sufficient

lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder's shares of Series B Preferred Stock to the fullest extent of such remaining Available Proceeds or such lawfully available funds, as the case may be, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. If after full payment of the Series C Preference Amount and the Series B Preference Amount to the holders of Series C Preferred Stock and Series B Preferred Stock, respectively, pursuant to this Subsection 2.5.2(b), the remaining Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock to the fullest extent of such remaining Available Proceeds or such lawfully available funds, as the case may be, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Section 6 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Series A Preferred Stock pursuant to this Subsection 2.5.2(b). Prior to the distribution or redemption provided for in this Subsection 2.5.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

2.5.3. Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors.

2.5.4. Allocation of Escrow. In the event of a Deemed Liquidation Event pursuant to Section 2.5.1, if any portion of the consideration payable to the shareholders of the Corporation is placed in escrow and/or is payable to the shareholders of the Corporation subject to contingencies, the definitive transaction agreement relating to such Deemed Liquidation Event shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1—2.4 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event and (b) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of this Corporation in accordance with Subsections 2.1—2.4 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Voting Rights.

3.1 General. Certain voting rights of the holders of Common Stock are set forth in Part B of this Article IV. On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding shares of Preferred Stock (a) shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter, (b) when voting on matters with the Common Stock, shall have voting rights and powers equal to the voting rights and powers of the Common Stock, (c) may act by written consent in accordance with Article IX in the same manner as the Common Stock and (d) shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Corporation. Except as otherwise provided herein or as required by law, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The holders of record of the shares of Series C Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series C Director**"); the holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series B Director**"); and the holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Series A Directors**," together with the Series B Director and Series C Director, the "**Preferred Directors**"). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. If the holders of shares of Series A Preferred Stock, Series B Preferred Stock, or Series C Preferred Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock, Series B Preferred Stock, or Series C Preferred Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by shareholders of the Corporation other than by the shareholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. The rights of the holders of the Series C Preferred Stock under the first sentence of this Subsection 3.2 shall terminate on the first date

following the Series C Original Issue Date (as defined below) on which there are issued and outstanding less than 500,000 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series C Preferred Stock). The rights of the holders of the Series B Preferred Stock under the first sentence of this Subsection 3.2 shall terminate on the first date following the Series C Original Issue Date (as defined below) on which there are issued and outstanding less than 2,000,000 shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock). The rights of the holders of the Series A Preferred Stock under the first sentence of this Subsection 3.2 shall terminate on the first date following the Series C Original Issue Date (as defined below) on which there are issued and outstanding less than 2,000,000 shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock).

3.3 Preferred Stock Protective Provisions. At any time when shares of Series C Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Articles of Incorporation) the written consent or affirmative vote of the Requisite Holders, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

3.3.1. liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

3.3.2. amend, alter or repeal any provision of these Articles of Incorporation or the bylaws of the Corporation;

3.3.3. create, or authorize the creation of, any additional class or series of capital stock unless the same ranks junior to the Series C Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption, or increase the authorized number of shares of Series C Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock unless the same ranks junior to the Series C Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption;

3.3.4. (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the Series C Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series C Preferred Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series C Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption,

if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series B Preferred Stock in respect of any such right, preference or privilege;

3.3.5. purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the original purchase price or (iv) as approved by the Board of Directors, including the approval of a majority of the Preferred Directors;

3.3.6. incurrence of indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed $1,000,000 in the aggregate, but excluding any indebtedness arising from equipment leases, venture debt or bank lines of credit or other loan facilities approved by the Board of Directors, including the approval of a majority of the Preferred Directors;

3.3.7. increase or decrease the authorized number of directors constituting the Board of Directors;

3.3.8. increase or decrease the authorized number of shares of Common Stock or Preferred Stock;

3.3.9. issue shares of Common Stock, Preferred Stock or other securities of the Corporation (other than Common Stock, stock options and warrants issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors; provided, that any plan or agreement, including any increase of authorized shares under any plan or agreement existing prior to the Series C Original Issue Date (as defined below), approved by the Board of Directors after the Series C Original Issue Date must also include the approval of a majority of the Preferred Directors);

3.3.10. make, or permit any subsidiary of the Corporation to make, any loan to or any investment in any joint venture, partnership or other entity in which the Corporation holds equity, other than a wholly owned subsidiary of the Corporation;

3.3.11. the acquisition or sale by the Corporation of any person or assets if (i) the purchase price is more than $1,000,000 or (ii) the person and/or assets, as the case may be, are not related to the Corporation's drug development program for a tamper-resistant, extended release oxycodone product utilizing its proprietary DETERx™ technology (the "**Col-003 Drug Development Program**");

3.3.12. materially change or materially deviate from the nature of the business engaged in by the Corporation; or

3.3.13. enter into any agreement to do any action or effect any transaction requiring the consent of the Requisite Holders pursuant to this Subsection 3.3.

3.4 Series C Preferred Stock Series Voting Rights. The Corporation shall not, either directly or indirectly (including pursuant to a merger or consolidation that is not a Deemed Liquidation Event or otherwise), amend, alter or repeal the preferences, special rights or other powers of the Series C Preferred Stock so as to affect adversely the Series C Preferred Stock, without the written consent or affirmative vote of the holders of not less than sixty-six percent (66%) of the then outstanding shares of Series C Preferred Stock (the "**Series C Requisite Majority**"), given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class.

3.5 Series B Preferred Stock Series Voting Rights. The Corporation shall not, either directly or indirectly (including pursuant to a merger or consolidation that is not a Deemed Liquidation Event or otherwise), amend, alter or repeal the preferences, special rights or other powers of the Series B Preferred Stock so as to affect adversely the Series B Preferred Stock, without the written consent or affirmative vote of the holders of not less than sixty-six percent (66%) of the then outstanding shares of Series B Preferred Stock (the "**Series B Requisite Majority**"), given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class.

3.6 Series A Preferred Stock Series Voting Rights. The Corporation shall not, either directly or indirectly (including pursuant to a merger or consolidation that is not a Deemed Liquidation Event or otherwise), amend, alter or repeal the preferences, special rights or other powers of the Series A Preferred Stock so as to affect adversely the Series A Preferred Stock, without the written consent or affirmative vote of the holders of not less than sixty-six percent (66%) of the then outstanding shares of Series A Preferred Stock (the "**Series A Requisite Majority**"), given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class.

3.7 Certain Transactions; Amendments. Subject to any vote required by Subsection 3.3, the Corporation is authorized to take any of the following actions with the affirmative vote or written concurrence of the holders of a majority of the stock of the Corporation entitled to vote (voting together as a single class on an as-if-converted to Common Stock basis):

3.7.1. effect any sale, lease, exchange or other disposition of the Corporation's assets covered by §13.1-724 of the VSCA;

3.7.2. effect any merger, consolidation, any other Deemed Liquidation Event or share exchange covered by §13.1-718 of the VSCA; or

3.7.3. amend, alter or repeal any provision of these Articles of Incorporation covered by §13.1-707 of the VSCA.

4. Optional Conversion.

The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1. Conversion Ratio.

(a) Each share of Series C Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series C Original Issue Price by the Series C Conversion Price (as defined below) in effect at the time of conversion. The **"Series C Conversion Price"** shall initially be equal to $1.386. Such initial Series C Conversion Price, and the rate at which shares of Series C Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

(b) Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series B Original Issue Price by the Series B Conversion Price (as defined below) in effect at the time of conversion. The **"Series B Conversion Price"** shall initially be equal to $0.84. Such initial Series B Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

(c) Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The **"Series A Conversion Price"** shall initially be equal to $1.2266. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below. The term "**Conversion Price**" shall mean the Series C Conversion Price, Series B Conversion Price or the Series A Conversion Price, as applicable.

4.1.2. Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Section 6, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1. Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2. Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such

corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price of a series of Preferred Stock below the then par value of

the shares of Common Stock issuable upon conversion of such series of Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

4.3.3. Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4. No Further Adjustment. Upon any such conversion, no adjustment to the Conversion Price of a series of Preferred Stock shall be made for any declared but unpaid dividends on such series of Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5. Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1. Special Definitions. For purposes of this Section 4, the following definitions shall apply:

(a) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Series C Original Issue Date**" shall mean the date on which the first share of Series C Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"):

(i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock, including for purposes of clarity shares of Common Stock issued pursuant to Subsection 1.5;

(ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;

(iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors; provided, that any plan or agreement approved after the Series C Original Issue Date (or any increase of authorized shares under any plan or agreement occur after the Series C Original Issue Date) must be approved by the Board of Directors, including the approval of a majority of the Preferred Directors;

(iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case, provided such issuance is pursuant to the terms of such Option or Convertible Security, including for purposes of clarity upon a conversion pursuant to Subsections 5A, 5B or 5C;

(v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors, including the approval of a majority of the Preferred Directors;

(vi) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors, including the approval of the approval of a majority of the Preferred Directors; or

(vii) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a

joint venture agreement, provided, that such issuances are approved by the Board of Directors, including the approval of a majority of the Preferred Directors; or

(viii) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of

Directors, including the approval of a majority of the Preferred Directors.

4.4.2. No Adjustment of Conversion Price.

(a) No adjustment in the Series C Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Series C Requisite Majority agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(b) No adjustment in the Series B Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Series B Requisite Majority agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(c) No adjustment in the Series A Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the Series A Requisite Majority agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3. Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series C Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsections 4.4.4—4.4.6, are revised as a result of an amendment

to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the applicable Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount which exceeds the lower of (i) the Conversion Price of such series of Preferred Stock in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price of such series of Preferred Stock that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsections 4.4.4—4.4.6 (either because the consideration per share (determined pursuant to Subsection 4.4.7) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price of such series of Preferred Stock then in effect, or because such Option or Convertible Security was issued before the Series C Original Issue Date), are revised after the Series C Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsections 4.4.4—4.4.6, the Conversion Price of such series of Preferred Stock shall be readjusted to such Conversion Price as would have been obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price of a series of Preferred Stock provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3IV.D.4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price of a series of Preferred Stock that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price of such series of Preferred Stock that such issuance or amendment took place at the time such calculation can first be made.

4.4.4. Adjustment of Series C Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Series C Conversion Price in effect immediately prior to such issue, then the Series C Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP_2" shall mean the Series C Conversion Price in effect immediately after such issue of Additional Shares of Common Stock

(b) "CP_1" shall mean the Series C Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued

at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5. Adjustment of Series B Conversion Price Upon Adjustment of Series C Conversion Price Pursuant to Subsection 4.4.4. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3) that results in a reduction of the Series C Conversion Price pursuant Subsection 4.4.4, then the Series B Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined by multiplying (a) the Series C Conversion Price in effect immediately after such issue of Additional Shares of Common Stock by (b) a fraction where the numerator of such fraction is the Series B Conversion Price and the denominator of such fraction is the Series C Conversion Price, in each case in effect immediately prior to such issue of Additional Shares of Common Stock.

4.4.6. Adjustment of Series A Conversion Price Upon Adjustment of Series C Conversion Price Pursuant to Subsection 4.4.4. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3) that results in a reduction of the Series C Conversion Price pursuant Subsection 4.4.4, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined by multiplying (a) the Series C Conversion Price in effect immediately after such issue of Additional Shares of Common Stock by (b) a fraction where the numerator of such fraction is the Series A Conversion Price and the denominator of such fraction is the Series C Conversion Price, in each case in effect immediately prior to such issue of Additional Shares of Common Stock.

4.4.7. Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or

exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.8. Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price of a series of Preferred Stock pursuant to the terms of Subsections 4.4.4—4.4.6 then, upon the final such issuance, the Conversion Price of such series of Preferred Stock shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series C Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series C Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to

receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price of each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price of the applicable series of Preferred Stock then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of each series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of each series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made to a series of Preferred Stock if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.4, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder

of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of such series of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price of each series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock. For the avoidance of doubt, nothing in this Subsection 4.8 shall be construed as preventing the holders of Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the VSCA in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of Preferred Stock in any such appraisal proceeding.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock that has been subject to an adjustment or readjustment a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days

thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price of each series of Preferred Stock then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of each series of Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public at a price of at least $3.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (an "**Initial Public Offering**"), resulting in gross proceeds to the Corporation in excess of $50,000,000 (a "**Qualified Public Offering**"), or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as

practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

5A. Preferred Stock Special Mandatory Conversion.

5A.1. Special Mandatory Conversion.

5A.1.1. Trigger Event. In the event that any holder of shares of at least 1,000,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) does not participate in a Qualified Financing (as defined below) by purchasing in the aggregate, in such Qualified Financing and within the time period specified by the Corporation (provided that the Corporation has sent to each holder of Preferred Stock at least ten (10) days' written notice of, and allowed such holder to purchase its Pro Rata Amount (as defined below) of, the Qualified Financing), such holder's Pro Rata Amount, then the Applicable Portion (as defined below) of the shares of each series of Preferred Stock held by such holder shall automatically, and without any further action on the part of such holder, be converted into shares of Common Stock at the Conversion Price applicable to the series of Preferred Stock held by such holder in effect immediately prior to the consummation of such Qualified Financing, effective upon, subject to, and concurrently with, the consummation of the Qualified Financing. For purposes of determining the number of shares of Preferred Stock owned by a holder, and for determining the number of Offered Securities (as defined below) a holder of Preferred Stock has purchased in a Qualified Financing, all shares of Preferred Stock held by Affiliates (as defined below) of such holder shall be aggregated with such holder's shares and all Offered Securities purchased by Affiliates of such holder shall be aggregated with the Offered Securities purchased by such holder (provided that no shares or

securities shall be attributed to more than one entity or person within any such group of affiliated entities or persons). Such conversion is referred to as a "**Special Mandatory Conversion.**"

5A.1.2. Procedural Requirements. Upon a Special Mandatory Conversion, each holder of shares of Preferred Stock converted pursuant to Subsection 5A.1.1 shall be sent written notice of such Special Mandatory Conversion and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5A.1. Upon receipt of such notice, each holder of such shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the

Corporation at the place designated in such notice**.** If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section 5A.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the time of the Special Mandatory Conversion (notwithstanding the failure of the holder or holders thereof to surrender the certificates for such shares at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor (or lost certificate affidavit and agreement), to receive the items provided for in the next sentence of this Subsection 5A.1.2. As soon as practicable after the Special Mandatory Conversion and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock so converted, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted and a new certificate for the number of shares, if any, of Preferred Stock represented by such surrendered certificate and not converted pursuant to Subsection 5A.1.1. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

5A.2. Definitions. For purposes of this Section 5A, the following definitions shall apply:

5A.2.1. "**Affiliate**" shall mean, with respect to any holder of shares of Preferred Stock, any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including, without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

5A.2.2. "**Applicable Portion**" shall mean, with respect to any holder of shares of Preferred Stock, the number of shares of Preferred Stock calculated by multiplying the aggregate number of shares of Preferred Stock held by such holder immediately prior to a Qualified Financing by a fraction, the numerator of which is equal to the amount, if positive, by which such holder's Pro Rata Amount exceeds the number of Offered Securities actually purchased by such holder in such Qualified Financing, and the denominator of which is equal to such holder's Pro Rata Amount.

5A.2.3. "**Offered Securities**" shall mean the equity securities of the Corporation set aside by the Board of Directors for purchase by holders of outstanding shares of Preferred Stock in connection with a Qualified Financing and offered to such holders.

5A.2.4. "**Pro Rata Amount**" shall mean, with respect to any holder of Preferred Stock, the lesser of (a) a number of Offered Securities calculated by multiplying the aggregate number of Offered Securities by a fraction, the numerator of which is equal to the number of shares of Preferred Stock owned by such holder, and the denominator of which is equal to the aggregate number of outstanding shares of Preferred Stock, or (b) the maximum number of Offered Securities that such holder is permitted by the Corporation to purchase in such Qualified Financing, after giving effect to any cutbacks or limitations established by the Board of Directors and applied on a pro rata basis to all holders of Preferred Stock.

5A.2.5. "**Qualified Financing**" shall mean any transaction or series of related transactions involving the issuance or sale of Additional Shares of Common Stock after the Series C Original Issue Date that results in at least $1,000,000 in gross proceeds to the Corporation (including by way of the conversion of any outstanding debt), other than (a) a transaction or series of related transactions that the Requisite Holders elect by written notice sent to the Corporation at least ten (10) days prior to the consummation of the transaction or initial transaction in the series of related transaction, that such transaction or series of related transactions shall not be treated as a Qualified Financing and (b) any transaction consummated pursuant to the Series C Purchase Agreement (as defined below).

6. Redemption.

6.1 General. Unless prohibited by Virginia law governing distributions to shareholders, shares of Series C Preferred Stock shall be redeemed by the Corporation at a price equal to Series C Preference Amount (the "**Series C Redemption Price**"), shares of Series B Preferred Stock shall be redeemed by the Corporation at a price equal to Series B Preference Amount (the "**Series B Redemption Price**") and shares of Series A Preferred Stock shall be redeemed by the Corporation at a price equal to Series A Preference Amount (the "**Series A Redemption Price**", together with the Series C Redemption Price and the Series B Redemption Price, as applicable, the "**Redemption Price**"), in three annual installments commencing not more than 60 days after receipt by the Corporation at any time on or after fifth anniversary of the Series C Original Issue Date, from the Requisite Holders, of written notice requesting redemption of all shares of Preferred Stock (the "**Redemption Request**"). Upon receipt of a Redemption Request, the Corporation shall apply all of its assets to any such redemption, and to no other corporate purpose, except to the extent prohibited by Virginia law governing distributions to shareholders. The date of each such installment shall be referred to as a "**Redemption Date**". On each Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock, as the case may be, owned by each holder, that number of outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock determined by dividing (i) the total number of shares of Series A Preferred Stock, Series B Preferred Stock, or Series C Preferred Stock, as the case may be, outstanding immediately prior to such Redemption Date by (ii) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). If the Corporation does not have sufficient funds legally available to redeem on any Redemption Date all shares of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock to be

redeemed on such Redemption Date, the Corporation shall redeem a pro rata portion of each holder's shares of such stock, based on the respective amounts which would otherwise be payable in respect of the

shares to be redeemed if the legally available funds were sufficient to redeem all such shares, out of funds legally available therefor and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor.

6.2 Redemption Notice. The Corporation shall send written notice of the mandatory redemption (the "**Redemption Notice**") to each holder of record of Preferred Stock not less than 40 days prior to each Redemption Date. Each Redemption Notice shall state:

(a) the number of shares of each series of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;

(b) the Redemption Date;

(c) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Subsection 4.1); and

(d) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

6.3 Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the applicable Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

6.4 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

7. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be

automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

8. Waiver. Any of the rights, powers, preferences and other terms of the Preferred Stock set forth herein may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the Requisite Holders, unless another vote is specified herein.

9. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the VSCA, and shall be deemed sent upon such mailing or electronic transmission.

V.

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its shareholders or any class thereof, as the case may be, it is further *provided* that:

A. Management Vested in Board. The management of the business and the conduct of the affairs of the Corporation shall be vested in the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by the Board of Directors in the manner provided in the bylaws of the Corporation, subject to any restrictions which may be set forth in these Articles of Incorporation.

B. Bylaws. Subject to Section 3 of Part D of Article IV, the Board of Directors is expressly empowered to adopt, amend or repeal the bylaws of the Corporation. Subject to Section 3 of Part D of Article IV, the shareholders shall also have the power to adopt, amend or repeal the bylaws of the Corporation; *provided however*, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by these Articles of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all of the then- outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the bylaws of the Corporation.

C. Election of Directors without Written Ballot. The directors of the Corporation need not be elected by written ballot unless the bylaws of the Corporation so provide.

VI.

A. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or

informal (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Part C of this Article VI, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

B. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of a signed written statement by the Indemnified Person of his or her good faith belief that he or she has met the required standard of conduct under the VSCA and an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VI or otherwise.

C. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article VI is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

D. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

E. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any

Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

F. Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of these Articles of Incorporation, the bylaws of the Corporation, agreement, vote of shareholders or disinterested directors or otherwise.

G. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, partner, trustee, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity shall be reduced by any amount such person may collect as indemnification from such other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity.

H. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VI; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VI.

I. Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such amendment or repeal. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

J. Liability of Directors and Officers. The liability of the directors and officers of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

VII.

The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, shareholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

VIII.

Any action to be taken or authorized by the stockholders of the Corporation may be taken or authorized upon the vote or written concurrence of a majority, or such greater percentage as may be specified in these Articles of Incorporation, of the aggregate number of votes of each voting group entitled to be cast thereon.

IX.

Any action required or permitted by the VSCA to be taken at a shareholders' meeting may be taken without a meeting and without prior notice but subject to the provisions of §13.1-657B and 657D of the VSCA, if consents in writing setting forth the action so adopted or taken are signed by the holders of outstanding shares having not less than the minimum number of votes that would be required to adopt or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consent shall bear the date on which each shareholder signed the consent and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Such action adopted or taken by written consent shall be effective when (i) written consents signed by the holders of shares having sufficient votes to adopt or take the action are delivered to the corporation or (ii) if an effective date is specified therein, as of such date provided such consent states the date of execution by the consenting shareholder.

X.

No holder of Preferred Stock, Common Stock or any security exercisable or convertible into shares of Preferred Stock or Common Stock shall have any statutory preemptive rights pursuant to 13.1-651 of the VSCA. This Article X shall in no manner limit any preemptive rights granted by written contract to any shareholder of the Corporation.

XI.

The name and address of the Corporation's incorporator is Michael Heffernan, 780 Dedham Street, Suite 800, Canton, Massachusetts 02021.

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IN WITNESS WHEREOF, these Articles of Incorporation have been executed, on June 30, 2014.

By /s/ Michael Heffernan
Michael Heffernan
Sole Incorporator

Exhibit 3.3

Bylaws

of

Collegium Pharmaceutical, Inc.

(a Virginia corporation)

Table of Contents

COLLEGIUM PHARMACEUTICAL, INC.
BYLAWS

ARTICLE 1

Purposes

1.1 Purposes. The purposes of Collegium Pharmaceutical, Inc. (the "***Corporation***") shall include the exercise of any and all powers and privileges now or hereafter conferred by the general laws of the Commonwealth of Virginia upon corporations formed under such laws.

ARTICLE 2

Meetings of Shareholders

2.1 Places of Meetings. All meetings of the shareholders shall be held at such place, either within or without the Commonwealth of Virginia, as from time to time may be fixed by the Board of Directors of the Corporation (the "***Board of Directors***" or the "***Board***").

2.2 Annual Meetings. The annual meeting of the shareholders, for the election of Directors and transactions of such other business as may come before the meeting, shall be held on such date as is fixed by the Board.

2.3 Special Meetings. A special meeting of the shareholders for any purpose or purposes may be called at any time by the Chairman of the Board or the President, by a majority of the Board of Directors, or by shareholders together holding at least a majority of the number of shares of the Corporation at the time outstanding and entitled to vote with respect to the business to be transacted at such meeting. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

2.4 Notice of Meetings. Written or printed notice stating the place, day and hour of every meeting of the shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed not less than ten nor more than sixty days before the date of the meeting to each shareholder of record entitled to vote at such meeting at his address which appears in the share transfer books of the Corporation. Such further notice shall be given as may be required by law, but meetings may be held without notice if all the shareholders entitled to vote at the meeting are present or by proxy or if notice is waived in writing by those not present, either before or after the meeting.

2.5 Quorum. Any number of shareholders together holding at least a majority of the outstanding shares of capital stock entitled to vote with respect to the business to be transacted, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the shareholders present or represented by proxy without notice other than by announcement at the meeting.

2.6 Telephonic Meetings. Meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this paragraph shall constitute presence in person at a meeting.

2.7 Voting. At any meeting of the shareholders each shareholder of a class entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person or by proxy, for each share of capital stock of such class standing in his name on the books of the Corporation on the date, not more than seventy days prior to such meeting, fixed by the Board of Directors as the record date for the purpose of determining shareholders entitled to vote. Every proxy shall be in writing, dated and signed by the shareholder entitled to vote or his duly authorized attorney-in-fact.

2.8 Inspectors. An appropriate number of inspectors for any meeting of shareholders may be appointed by the Chairman of such meeting. Inspectors so appointed will open and close the polls, will receive and take charge of proxies and ballots, and will decide all questions as to the qualifications of voters, validity of proxies and ballots, and the number of votes properly cast.

2.9 Action Without Meeting. Action required or permitted to be taken by the Virginia Stock Corporation Act (the "***Act***") at a shareholders' meeting may be taken without a meeting and without action by the Board of Directors if the action is taken by all the shareholders entitled to vote on the action.

(a) Notwithstanding the preceding paragraph, action required or permitted by the Act to be taken at a shareholders meeting may be taken without a meeting and without prior notice, if the action is taken by shareholders who would be entitled to vote at a meeting of holders of outstanding shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote thereon were present and voted.

(b) The action shall be evidenced by one or more written consents describing the action taken, signed by the shareholders entitled to take such action without a meeting and delivered to the Secretary of the Corporation for inclusion in the minutes or filing with the corporate records. Any action taken by written consent shall be effective according to its terms when all consents are in possession of the Corporation. A shareholder may withdraw his consent only by delivering a written notice of withdrawal to the Corporation prior to the time that all consents are in the possession of the Corporation. Action taken under this Section 2.9 of these Bylaws is effective as of the date specified in the consent provided the consent states the date of execution by each shareholder.

(c) If action is to be taken under the Act or this Section 2.9 of these Bylaws by less than all of the shareholders entitled to vote on the action, the Corporation shall give to all the shareholders on the record date who are entitled to vote on the matter written notice of the proposed action not less than five (5) days before the action is taken. The notice shall contain or be accompanied by the same material that under the Act would have been required to be sent to shareholders in a notice of meeting at which the action would have been submitted to the shareholders for action.

(d) If the Act or these Bylaws requires notice of proposed action to be given to nonvoting shareholders, if any, and the action is to be taken by unanimous consent of the voting shareholders, the corporation shall give its nonvoting shareholders written notice of the proposed action at least five (5) days before the action is taken. The notice shall contain or be accompanied by the same material that would have been required to be sent to nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

ARTICLE 3

Directors

3.1 General Powers. The property, affairs and business of the Corporation shall be managed under the direction of the Board of Directors, and, except as otherwise expressly provided by law, the Articles of Incorporation or these Bylaws, all the powers of the Corporation shall be vested in such Board.

3.2 Number of Directors. The number of Directors constituting the Board of Directors shall initially be six (6). The number of directors may be fixed or changed from time to time by the Board of Directors.

3.3 Election and Removal of Directors; Quorum.

(a) Directors shall be elected at each annual meeting of shareholders to succeed those Directors whose terms have expired and to fill any vacancies then existing.

(b) Unless otherwise agreed by contract, Directors shall hold offices for terms of one year or until their successors are duly elected and qualified or until the earlier of their death, resignation or removal. Any Director may be removed from office at a meeting called expressly for that purpose by the vote of shareholders holding not less than a majority of the shares entitled to vote at an election of Directors.

(c) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors though less than a quorum of the Board, and the term of office of any Director so elected shall expire at the next shareholders' meeting at which directors are elected.

(d) A majority of the number of Directors prescribed in these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Less than a quorum may adjourn any meeting.

3.4 Meeting of Directors. An annual meeting of the Board of Directors shall be held as soon as practicable after the adjournment of the annual meeting of the shareholders at such place as the Board may designate. Other meetings of the Board of Directors shall be held at places within or without the Commonwealth of Virginia and at times fixed by resolution of the Board, or upon call of the Chairman of the Board, the Vice Chairman of the Board, the President or any one of the Directors. The Secretary or officer performing the Secretary's duties shall give

not less than twenty-four (24) hours' written notice by mail, private carrier, telegraph, telephone, telecopy, facsimile or electronic mail (or in person) of all meetings of the Board of Directors, provided that notice need not be given of the annual meeting or of regular meetings held at times and places fixed by resolution of the Board. Meetings may be held at any time without notice if all of the Directors are present, or if those not present waive notice in writing either before or after the meeting. The notice of meetings of the Board need not state the purpose of the meeting.

3.5 Action Without Meeting. Unless the Articles of Incorporation provide otherwise, action required or permitted by the Act to be taken at a Board of Directors meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action taken, indicating the date of execution, and included in the minutes or filed with the corporate records reflecting the action taken. A written consent and the signing thereof may be accomplished by one or more electronic transmissions. Action taken under this Section 3.5 of these Bylaws is effective when the last director signs the consent unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein, provided the consent states the date of execution by each director. A consent signed under this Section 3.5 of these Bylaws has the effect of a meeting vote and may be described as such in any document.

3.6 Telephonic Meetings. Members of the Board of Directors may participate in a meeting of such Board by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

3.7 Compensation. By resolution of the Board, Directors may be allowed a fee and expenses for attendance at all meetings, but nothing herein shall preclude Directors from serving the Corporation in other capacities and receiving compensation for such other services.

ARTICLE 4

Committees of the Board of Directors

4.1 Committees. The Board of Directors, by resolution adopted by a majority of the number of Directors fixed by these Bylaws, may establish such other standing or special committees of the Board as it may deem advisable, consisting of not less than two Directors; and the members, terms and authority of such committees will be as set forth in the resolutions establishing the same.

4.2 Meetings. Regular and special meetings of any Committee established pursuant to this Article 4 may be called and held subject to the same requirements with respect to time, place and notice as are specified in these Bylaws for regular and special meetings of the Board of Directors.

4.3 Quorum and Manner of Acting. A majority of the members of any Committee serving at the time of any meeting thereof will constitute a quorum for the transaction of business

at such meeting. The action of a majority of those members present at a Committee meeting at which a quorum is present will constitute the act of the Committee.

4.4 Term of Office. Members of any Committee will be elected as above provided and will hold office until their successors are elected by the Board of Directors or until such Committee is dissolved by the Board of Directors.

4.5 Resignation and Removal. Any member of a Committee may resign at any time by giving written notice of his intention to do so to the President or the Secretary of the Corporation, or may be removed, with or without cause, at any time by such vote of the Board of Directors as would suffice for his election.

4.6 Vacancies. Any vacancy occurring in a Committee resulting from any cause whatever may be filled by a majority of the number of Directors fixed by these Bylaws.

ARTICLE 5

Officers

5.1 Election of Officers, Terms. The officers of the Corporation will consist of a President, a Secretary and a Treasurer. Other officers, including a Chairman of the Board, Chief Executive Officer, one or more Vice-Presidents (whose seniority and titles, including Executive Vice-Presidents and Senior Vice-Presidents, may be specified by the Board of Directors), and assistant and subordinate officers, may from time to time be elected by the Board of Directors. All officers will hold office until the next annual meeting of the Board of Directors and until their successors are elected. The President will be chosen from among the Directors. The same individual may simultaneously hold more than one office in the corporation.

5.2 Removal of Officers, Vacancies. Any officer of the Corporation may be removed summarily with or without cause, at any time, by the Board of Directors. Vacancies may be filled by the Board of Directors.

5.3 Duties. The officers of the Corporation shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Directors. The Board of Directors may require any officer to give such bond for the faithful performance of his duties as the Board may see fit.

5.4 Duties of the President. The President shall be the chief executive officer of the Corporation and shall be primarily responsible for the implementation of policies of the Board of Directors. He shall have authority over the general management and direction of the business and operations of the Corporation and its divisions, if any, subject only to the ultimate authority of the Board of Directors. In the absence of the Chairman and the Vice Chairman of the Board, or if there are no such officers, the President shall preside at all corporate meetings. He may sign and execute in the name of the Corporation share certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. In addition, he

shall perform all other duties incident to the office of the President and such other duties as from time to time may be assigned to him by the Board of Directors.

5.5 Duties of the Vice Presidents. Each Vice President, if any, shall have such powers and duties as may from time to time be assigned to him by the Board of Directors or the President. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors, except where the signing and execution of such documents shall be expressly delegated by the Board of Directors or the President to some other officer or agent of the Corporation or shall be required by law or otherwise to be signed or executed.

5.6 Duties of the Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit all monies and securities of the Corporation in such banks and depositories as shall be designated by the Board of Directors. He shall be responsible (i) for maintaining adequate financial accounts and records in accordance with generally accepted accounting practices; (ii) for the preparation of appropriate operating budgets and financial statements; (iii) for the preparation and filing of all tax returns required by law; and (iv) for the performance of all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or the President. The Treasurer may sign and execute in the name of the Corporation share certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law or otherwise to be signed or executed.

5.7 Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Directors and shareholders of the Corporation. He shall keep and preserve the minutes of all such meetings in permanent books. He shall see that all notices required to be given by the Corporation are duly given and served; shall have custody of the seal of the Corporation and shall affix the seal or cause it to be affixed to all share certificates of the Corporation and to all documents the execution of which on behalf of the Corporation under its corporate seal is duly authorized in accordance with law or the provisions of these Bylaws; shall have custody of all deeds, leases, contracts and other important corporate documents; shall have charge of the books, records and papers of the Corporation relating to its organization and management as a Corporation; shall see that all reports, statements and other documents required by law (except tax returns) are properly filed; and shall in general perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the President.

5.8 Compensation. The Board of Directors shall have authority to fix the compensation of all officers of the Corporation.

ARTICLE 6

Indemnification

The Corporation shall provide indemnification and limitations of liability as set forth in

the Corporation's Articles of Incorporation.

ARTICLE 7

Capital Stock

7.1 Certificates. The shares of capital stock of the Corporation may be evidenced by certificates in forms prescribed by the Board of Directors and executed in any manner permitted by law and stating thereon the information required by law. Shares of the Stock also may be evidenced without certificates. Transfer agents and/or registrars for one or more classes of shares of the Corporation may be appointed by the Board of Directors and may be required to countersign certificates representing shares of such class or classes. If any officer whose signature or facsimile thereof shall have been used on a share certificate shall for any reason cease to be an officer of the Corporation and such certificate shall not then have been delivered by the Corporation, the Board of Directors may nevertheless adopt such certificate and it may then be issued and delivered as though such person had not ceased to be an officer of the Corporation.

7.2 Lost, Destroyed and Mutilated Certificates. Holders of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of any certificate therefor, and the Board of Directors may in its discretion cause one or more new certificates for the same number of shares in the aggregate to be issued to such shareholder upon the surrender of the mutilated certificate or upon satisfactory proof of such loss or destruction, and the deposit of a bond in such form and amount and with such surety as the Board of Directors may require.

7.3 Transfer of Shares. The shares of the Corporation shall be transferable or assignable only on the books of the Corporation by the holder in person or by attorney on surrender of any certificate for such shares duly endorsed and, if sought to be transferred by attorney, accompanied by a written power of attorney to have the same transferred on the books of the Corporation. The Corporation will recognize, however, the exclusive right of the person registered on its books as the owner of shares to receive dividends and to vote as such owner. Notwithstanding the provisions of this Section 7.3, in the event of a lost, destroyed or mutilated certificate, the proof of such loss or destruction as required by Section 7.2 may also function as a transfer of the shares evidenced by such certificate, if an affidavit for such loss, destruction and transfer is given by the person who is the record holder of the certificate.

7.4 Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notices of the meeting are mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for

such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

ARTICLE 8

Right of First Refusal

8.1 Right of First Refusal. No shareholder shall sell, assign, transfer or otherwise dispose of any of the shares of common stock of the Corporation (excluding any shares of common stock issued upon conversion of preferred stock of the Corporation) or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the requirements hereinafter set forth in this bylaw:

(a) If the shareholder desires to sell or otherwise transfer any of his shares of common stock, then the shareholder shall first give written notice thereof to the Corporation. The notice shall name the proposed transferee and state the number of shares to be transferred, the proposed consideration, and all other terms and conditions of the proposed transfer.

(b) For fifteen (15) days following receipt of such notice, the Corporation shall have the option to purchase all (but not less than all) of the shares specified in the notice at the price and upon the terms set forth in such notice; *provided, however*, that, with the consent of the shareholder, the Corporation shall have the option to purchase a lesser portion of the shares specified in said notice at the price and upon the terms set forth therein. In the event of a gift, property settlement or other transfer in which the proposed transferee is not paying the full price for the shares, and that is not otherwise exempted from the provisions of this Section 8.1, the price shall be deemed to be the fair market value of the stock at such time as determined in good faith by the Board of Directors. In the event the Corporation elects to purchase all of the shares or, with the consent of the shareholder, a lesser portion of the shares, it shall give written notice to the transferring shareholder of its election and settlement for said shares shall be made as provided below in paragraph (d).

(c) The Corporation may assign its rights hereunder.

(d) In the event the Corporation and/or its assignee(s) elect to acquire any of the shares of the transferring shareholder as specified in said transferring shareholder's notice, the Secretary of the Corporation shall so notify the transferring shareholder and settlement thereof shall be made in cash within fifteen (15) days after the Secretary of the Corporation receives said transferring shareholder's notice; provided that if the terms of payment set forth in said transferring shareholder's notice were other than cash against delivery, the Corporation and/or its assignee(s) shall pay for said shares on the same terms and conditions set forth in said transferring shareholder's notice.

(e) In the event the Corporation and/or its assignees(s) do not elect to acquire all of the shares specified in the transferring shareholder's notice, said transferring shareholder

may, within the sixty (60) day period following the expiration of the option rights granted to the Corporation and/or its assignees(s) herein, transfer the shares specified in said transferring shareholder's notice which were not acquired by the Corporation and/or its assignees(s) as specified in said transferring shareholder's

notice. All shares so sold by said transferring shareholder shall continue to be subject to the provisions of this bylaw in the same manner as before said transfer.

8.2 Exempt Transfers. Anything to the contrary contained herein notwithstanding, the following transactions shall be exempt from the provisions of this bylaw:

(a) Any transfer of shares by a shareholder by gift or bequest or through inheritance to, or for the benefit of, any member or members of his or her immediate family (which shall include any spouse, lineal ancestor or descendant) or to a trust, partnership or limited liability company for the benefit of such members.

(b) Any transfer of shares by a shareholder to a trust in respect of which he or she serves as trustee, provided that the trust instrument governing said trust shall provide that such shareholder, as trustee, shall retain sole and exclusive control over the voting and disposition of said shares until the termination of this right of first refusal.

(c) Any sale of common stock in a public offering pursuant to a registration statement filed by the Corporation with the United States Securities and Exchange Commission.

(d) Any repurchase of shares by the Corporation from officers, employees, directors or consultants of the Corporation which are subject to restricted stock purchase agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, including termination of employment.

(e) Any transfer of shares to any person who is an "affiliated person" of a shareholder, as that term is defined in the Investment Company Act of 1940.

In any such case, the transferee, assignee, or other recipient shall receive and hold such stock subject to the provisions of this bylaw, and there shall be no further transfer of such stock except in accord with this bylaw.

8.3 Waiver of Right of First Refusal. The provisions of this bylaw may be waived with respect to any transfer either by the Corporation, upon duly authorized action of its Board of Directors, or by the shareholders, upon the express written consent of the owners of a majority of the voting power of the Corporation (excluding the votes represented by those shares to be transferred by the transferring shareholder). This bylaw may be amended or repealed either by a duly authorized action of the Board of Directors or by the shareholders, upon the express written consent of the owners of a majority of the voting power of the Corporation.

8.4 Voidability of Transfer. Any sale or transfer, or purported sale or transfer, of shares of common stock of the Corporation shall be null and void unless the terms, conditions, and provisions of this bylaw are strictly observed and followed.

8.5 Termination. The foregoing right of first refusal shall terminate upon the earliest to occur of the following: (i) the closing of a Qualified Public Offering (as defined in the Articles of Incorporation); or (ii) immediately prior to the closing of a Deemed Liquidation Event (as defined in the Articles of Incorporation).

8.6 Legend. The certificates representing shares of common stock of the Corporation shall bear on their face the following legend so long as the foregoing right of first refusal remains in effect:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION AND/OR ITS ASSIGNEE(S), AS PROVIDED IN THE BYLAWS OF THE CORPORATION."

Notwithstanding the foregoing provisions of this Article 8, to the extent that the right of first refusal set forth herein conflicts with a right of first refusal in any written agreement between the Corporation and any shareholder of the Corporation, then the right of first refusal set forth in such written agreement shall supersede the right of first refusal set forth herein, but only with respect to the specific shareholder(s), share(s) of stock and proposed transfer(s) to which the conflict relates.

ARTICLE 9

Miscellaneous Provisions

9.1 Seal. The seal of the Corporation, if any, shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "***Seal***" and the name of the Corporation.

9.2 Fiscal Year. The fiscal year of the Corporation shall end on such date and shall consist of such accounting periods as may be fixed by the Board of Directors.

9.3 Checks, Notes and Drafts. Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. When the Board of Directors so authorizes, however, the signature of any such person may be a facsimile.

9.4 Amendment of Bylaws. Unless proscribed by the Articles of Incorporation, these Bylaws may be amended or altered at any meeting of the Board of Directors by affirmative vote of a majority of the Board of Directors. The shareholders entitled to vote in respect of the election of Directors, however, shall have the power to rescind, amend, alter or repeal any Bylaws and to enact Bylaws which, if expressly so provided, may not be amended, altered or repealed by the Board of Directors.

9.5 Voting of Shares Held. Unless otherwise provided by resolution of the Board of Directors, the President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the vote which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation,

any of whose securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation, or to consent in writing to any action by any such other corporation; and the President shall instruct the person or persons so appointed as to the manner of casting such votes or giving such consent and may execute or cause to be executed on behalf of the Corporation, and under its corporate seal or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the premises. In lieu of such appointment the President may himself attend any meetings of the holders of shares or other securities of any such other corporation and there vote or exercise any or all power of the Corporation as the holder of such shares or other securities of such other corporation.

* * * * *

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED ON OR ABOUT NOVEMBER , 2014 BY AND AMONG SILICON VALLEY BANK, COLLEGIUM PHARMACEUTICAL, INC. AND THE HOLDER OF THIS INSTRUMENT AND HOLDERS OF OTHER INSTRUMENTS OF LIKE TENOR. THE HOLDER OF THIS INSTRUMENT AND BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS NOTE AND THE SUBORDINATION AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL CONTROL.

THIS NOTE AND ANY SHARES ACQUIRED UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER SUCH ACT OR PURSUANT TO AN OPINION OF COUNSEL SATISFACTORY TO COLLEGIUM PHARMACEUTICAL, INC. THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE PROMISSORY NOTE

$ November , 2014
No. 0001

FOR VALUE RECEIVED, Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), promises to pay to or its assigns (the "Holder") the principal sum of **$** , together with interest on the unpaid principal balance of this Note from time to time outstanding at the rate of 6% per year until paid in full. Subject to the conversion provisions set forth herein, all principal and accrued interest shall be due and payable on the earlier of: (a) November , 2015; (b) immediately prior to the closing of a transaction or series of related transactions that qualifies as a "Deemed Liquidation Event" as defined in the Company's Articles of Incorporation then in effect; or (c) an Event of Default (as defined below) (such earlier date, the "Maturity Date").

Interest on this Note shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All payments by the Company under this Note shall be in immediately available funds.

This Note is one of a series of the Company's convertible promissory notes (collectively, the "Notes") in the same form and issued pursuant to the Convertible Note Purchase Agreement dated of even date herewith ("Purchase Agreement") by and among the Company and the purchasers of the Notes. The terms and provisions of this Note may be modified or amended only by a written instrument duly executed by the Company and by the holders of at least 60% of the aggregate amount of outstanding principal under all Notes, which expressly refers to the Notes and modifies or amends all Notes in the same manner. Capitalized terms not otherwise defined in this Note shall have the meaning set forth in the Purchase Agreement.

Conversion Upon a Qualified Financing

Effective upon the closing of a Qualified Financing (as defined below), all of the outstanding principal and accrued interest under this Note (the "Outstanding Amount") will automatically be converted into shares of the same class and series of capital stock of the Company issued to other investors in the Qualified Financing (the "Qualified Financing Securities") at a conversion price equal to the price per share of Qualified Financing Securities paid by other investors in the Qualified Financing, with any resulting fraction of a share rounded down to the nearest whole share (and the Company paying to the Holder a cash amount equal to such fraction multiplied by the price per share of Qualified Financing Securities paid by other investors in the in the Qualified Financing). "Qualified Financing" means the first issuance of convertible preferred stock by the Company after the date hereof, with immediately available gross cash proceeds to the Company (excluding proceeds from conversion of any Notes or other indebtedness of the Company) of at least $10,000,000. The Company shall notify the Holder in writing of the anticipated occurrence of a Qualified Financing at least 10 days prior to the closing date of the Qualified Financing. Holder agrees to execute and deliver the same purchase agreement and all ancillary transaction agreements as are executed and delivered by the other investors in the Qualified Financing.

Optional Conversion Upon Maturity

If a Qualified Financing has not occurred on or before the Maturity Date, the outstanding principal and unpaid accrued interest on the Note, at the option of the Holder, upon delivery of written notice to the Company on or after the Maturity Date, may be paid in cash or converted into shares of the Company's common stock. The number of shares of Common Stock to be issued upon conversion of this Note shall be equal to the quotient obtained by dividing the outstanding principal and unpaid accrued interest due on the Note, or portion thereof, on the date of conversion by the-then fair market value of a share of the Company's common stock as determined in good faith by the Company's Board of Directors.

Events of Default

The Outstanding Amount shall become immediately due and payable without notice or demand (but subject to the conversion rights set forth herein) upon the occurrence at any time of any of the following events of default (individually, an "Event of Default" and collectively, "Events of Default"):

(1) the Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or seeks the appointment of a custodian, receiver, trustee (or other similar official) of the Company or all or any substantial portion of the Company's assets, or makes any assignment for the benefit of creditors or takes any action in furtherance of any of the foregoing, or fails to generally pay its debts as they become due;

(2) an involuntary petition is filed, or any proceeding or case is commenced, against the Company (unless such proceeding or case is dismissed or discharged within 60 days of the filing or commencement thereof) under any bankruptcy,

reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is applied or appointed for the Company or to take possession, custody or control of any property of the Company, or an order for relief is entered against the Company in any of the foregoing; or

(3) an event of default under any mortgage, indenture, contract, obligation, instrument or indebtedness of the Company, which default causes the creditor to claim a default and accelerate payments under the financing agreement between the Company and the Senior Creditor.

Miscellaneous

This Note may not be prepaid, in whole or in part, without the prior written consent of the Holder.

All payments by the Company under this Note shall be made without set-off or counterclaim and be free and clear and without any deduction or withholding for any taxes or fees of any nature whatever, unless the obligation to make such deduction or withholding is imposed by law.

The Company agrees to pay all expenses, including reasonable attorneys' fees and disbursements, incurred by the Holder in endeavoring to collect any amounts payable hereunder which are not paid when due or to otherwise enforce its rights hereunder.

No delay or omission on the part of the Holder in exercising any right under this Note shall operate as a waiver of such right or of any other right of the Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

Holder represents and warrants to the Company as follows (a) Holder is acquiring the Note, and any securities issuable upon conversion hereof, for its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and the Holder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof; (b) Holder is an "accredited investor" as defined in Rule 501 (a) under the Securities Act of 1933, as amended (the "Act"); and (c) Holder has made such inquiry concerning the Company and its business and personnel as it has deemed appropriate.

All payments by the Company under this Note shall be applied first to any fees and expenses due and payable hereunder, then to the accrued interest due and payable hereunder and the remainder, if any, to the outstanding principal.

The Company and every endorser or guarantor of this Note, regardless of the time, order or place of signing, hereby waives presentment, demand, protest and notices of every kind and assents to any permitted extension of the time of payment and to the addition or release of any other party primarily or secondarily liable hereunder.

The Holder agrees that no stockholder, director or officer of the Company shall have any personal liability for the repayment of this Note.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Virginia (without giving effect to principles of conflicts or choices of law) and this Note is executed as an instrument under seal.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Convertible Promissory Note has been executed and delivered as a sealed instrument on the date first above written by authorized representatives of the Company and the Holder.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name: Michael Heffernan
Title: Chief Executive Officer

Note No.: #2014-000X

Original Holder:

Principal Amount:

SCHEDULE OF MATERIAL DIFFERENCES TO EXHIBIT 4.2

Name		Amount
Frazier Healthcare VI, L.P.	$	924,264.47
Longitude Capital Associates, L.P.	$	35,888.56
Longitude Venture Partners, L.P.	$	1,790,610.36
Skyline Venture Partners V, L.P.	$	1,494,408.06
Boston Millennia Associates II Partnership	$	3,170.29
Boston Millennia Partners GmbH & Co. KG	$	89,249.79

Boston Millennia Partners II Limited Partners	$	626,750.08
Boston Millennia Partners II-A Limited Partnership	$	30,022.87
Strategic Advisors Fund Limited Partnership	$	5,635.52

COLLEGIUM PHARMACEUTICAL, INC.

SIXTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

THIS SIXTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT is made as of July 11, 2014 (this "Agreement") by and among (i) Collegium Pharmaceutical, Inc. (the "Company"), (ii) holders of Common Stock or options to acquire Common Stock whose names are set forth on Schedule I hereto and each person who shall, after the date hereof, acquire shares of Common Stock and join in and become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in the form of Exhibit A hereto (each a "Holder" and collectively as the "Holders"), and (iii) those persons and entities whose names are set forth on Schedule II hereto (each an "Investor" and collectively the "Investors", and together with the Holders, collectively, the "Stockholders").

Recitals

WHEREAS, the Company has entered into an Agreement and Plan of Merger dated on or about the date hereof (the "Merger Agreement") to effect a migratory merger for the purpose of reincorporating the Company from the State of Delaware to the Commonwealth of Virginia (the "Reincorporation"); and

WHEREAS, the Investors and the Holders are parties to that certain Fifth Amended and Restated Stockholders Agreement, dated as of August 27, 2013, among the Company and the other parties named therein (the "Prior Agreement"), and the Company, the Investors and the Holders desire to amend and restate the Prior Agreement in its entirety pursuant to the Reincorporation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Stockholders agree as follows:

1. Effect of Reincorporation. Effective as of the Effective Time (as defined in the Merger Agreement) of the Reincorporation, the term "Company" as used in this Agreement shall mean and refer to Collegium Pharmaceutical, Inc., a Virginia corporation, and Collegium Pharmaceutical, Inc., a Virginia corporation, shall automatically become a party to this Agreement as the Company without any further action by any parties to this Agreement.

2. Prohibited Transfers. The Stockholders shall not sell, assign, transfer, pledge, hypothecate, mortgage or dispose of, by gift or otherwise, or in any way encumber, all or any part of the Shares (as defined below) owned by them except in compliance with the terms of this Agreement. Notwithstanding anything herein to the contrary, in no event shall any Shares be sold to a competitor of the Company, as determined by the Board of Directors of the Company (the "Board of Directors"), such determination to include a majority of the Investor Directors (as defined below). For purposes of this Agreement, the term "Shares" shall mean and include all shares of Common Stock, Preferred Stock and any other capital stock of the Company owned by the Stockholders, whether presently held or hereafter acquired. The Company shall not transfer on its books any shares of its capital stock which are subject to this Agreement unless the provisions hereof have been complied with in full. Any purported transfer by a Stockholder of

capital stock of the Company without full compliance with the provisions of this Agreement shall be null and void.

3. Right of First Refusal on Dispositions by the Stockholders. Except as set forth in Section 5 hereof, if at any time a Stockholder (a "Selling Stockholder") wishes to sell, assign, transfer or otherwise dispose of any or all Shares ("Offered Shares") owned by such Selling Stockholder pursuant to the terms of a bona fide offer received from a third party, such Selling Stockholder shall deliver to the Company and to each Investor, in accordance with Section 9 below, a written offer to sell such Offered Shares to the Company and its assigns and the Investors (other than the Selling Stockholder if the Selling Stockholder is an Investor) on terms and conditions, including price, not less favorable to the Company and its assigns and to each Investor than those on which the Selling Stockholder proposes to sell such Offered Shares to such third party (the "Offer"). The Offer shall disclose the identity of the proposed purchaser or transferee (the "Purchaser"), the Offered Shares proposed to be sold or transferred, the agreed terms of the sale or transfer, including the price, and any other material facts relating to the sale or transfer. Within fifteen (15) days after receipt of the Offer (the "Company Option Period"), the Company shall give notice to each Investor and the Selling Stockholder of whether the Company or its assigns intends to purchase all or any portion of the Offered Shares on the terms and conditions as set forth in the Offer, which notice shall be delivered in accordance with Section 9 below, and shall, when taken in conjunction with the Offer, be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Shares covered thereby.

If, for any reason whatsoever, the Company or its assigns shall not exercise their right to purchase all of the Offered Shares as provided herein, then each of the Investors shall have the right to purchase, on the same terms and conditions set forth in the Offer, that portion of the Offered Shares which the Company and its assigns shall not have agreed to purchase from the Selling Stockholder (all such remaining Offered Shares being referred to as the "Remaining Offered Shares") to be determined in the manner set forth herein. Each Investor shall have the right to purchase that number of the Remaining Offered Shares as shall be equal to the aggregate Remaining Offered Shares multiplied by a fraction, the numerator of which is the number of Shares then owned by such Investor and the denominator of which is the aggregate number of Shares owned by all Investors. In determining the number of Shares owned by an Investor for purposes of exercising rights under this Agreement, all Shares held by Affiliated Parties (as defined below) of such Investor shall be aggregated together (provided that no Shares shall be attributed to more than one entity or person within any such group of Affiliated Parties). The amount of Shares each Investor is entitled to purchase under this Section 3 shall be referred to as such Investor's "Pro Rata Fraction." In the event any Investors elect not to purchase their full Pro Rata Fraction, then any Investors who have elected to purchase their full Pro Rata Fraction shall have the right to purchase, on a *pro rata* basis with any other Investors who so elect to purchase their full Pro Rata Fraction, any Pro Rata Fraction not purchased by other Investors. Each Investor shall have a period of thirty (30) days from the expiration of the Company Option Period to act upon the Offer. Each Investor shall have the right to accept the Offer as to all or part of such Investor's Pro Rata Fraction. In the event that an Investor elects to purchase all or part of such Investor's Pro Rata Fraction, such Investor shall notify the Company, each other Investor and the Selling Stockholder in writing of such Investor's election to purchase some or all of the Offered Shares such Investor is entitled to purchase, which notice shall be delivered in

accordance with Section 9 below, and shall, when taken in conjunction with the Offer, be deemed to constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Shares covered thereby. Each Investor shall have the right to transfer its right under this Section 3 in whole or in part to any Affiliated Party.

Subject to the provisions of Section 4 below, in the event that the Company and the Investors have not exercised their rights to purchase all of the Offered Shares offered by a Selling Stockholder pursuant to the Offer within sixty (60) days after the Selling Stockholder's delivery of the Offer to the Company ("Offer Expiration"), the Selling Stockholder may sell such Offered Shares at any time within 90 days after the Offer Expiration; provided, however, any such sale of such Offered Shares shall be at not less than the price specified in the Offer nor upon other terms and conditions more favorable to the Purchaser than those specified in the Offer; provided, further, any such Offered Shares not sold within such 90-day period shall continue to be subject to the requirements of this Section 3.

For purpose of this Agreement, "Affiliated Party" means, with respect to any Investor, any person or entity which, directly or indirectly, controls, is controlled by or is under common control with such Investor, including, without limitation, any general partner, officer or director of such Investor and any venture capital fund now or hereafter existing which is controlled by one or more general partners of, or shares the same management company as, such Investor.

4. Right of Participation in Sales by Holders. If the Company, its assigns and the Investors do not exercise their options to purchase all of the Offered Shares within the periods described in Section 3 (the "Option Period"), if at any time a Selling Stockholder wishes to sell, or otherwise dispose of any Shares owned by him to the Purchaser in a transaction which is subject to the provisions of this Section 4, each Investor shall have the right to require, as a condition to such sale or disposition, that the Purchaser purchase from said Investor at the same price per Share and on the same terms and conditions as involved in such sale or disposition by the Selling Stockholder that number of shares equal to the product obtained by multiplying (i) the aggregate number of Offered Shares not purchased by the Company or its assignees and/or the Investors by (ii) a fraction, (x) the numerator of which is the number of shares of Common Stock held by such Investor or issued or issuable upon the conversion or exercise of Preferred Stock or other rights to acquire shares of Common Stock held by such Investor at the time of the delivery of the Offer and (y) the denominator of which is the total number of shares of Common Stock held by such Selling Stockholder (excluding shares purchased by the Company or its assignees and/or Investors) plus the number of shares of Common Stock held by all Investors or issued or issuable upon the conversion or exercise of Preferred Stock or other rights to acquire shares of Common Stock held by all Investors at the time of the delivery of the Offer. Each Investor wishing so to participate in any such sale or disposition shall notify the Selling Stockholder of such intention as soon as practicable after receipt of the Offer made pursuant to Section 3, and in all events within fifteen (15) days after receipt thereof. In the event that an Investor shall elect to participate in such sale or disposition, such Investor shall individually communicate such election to the Selling Stockholder, which communication shall be delivered in accordance with Section 9 below. The Selling Stockholder and/or each participating Investor shall sell to the Purchaser all, or at the option of the Purchaser, any part of the Shares proposed to be sold by them at not less than the price and upon other terms and conditions, if any, not more favorable to the Purchaser than those originally offered in the Offer; *provided*, *however*, that any

purchase of less than all of such Shares by the Purchaser shall be made from the Selling Stockholder and/or each participating Investor based upon a fraction, the numerator of which is the number of Shares then owned by the Selling Stockholder or such participating Investor (including any Shares owned by Affiliated Parties) and the denominator of which is the aggregate number of Shares held by the Selling Stockholder and all of the participating Investors. The Selling Stockholder or participating Investor shall use his or its best efforts to obtain the agreement of the Purchaser to the participation of the participating Investors in the contemplated sale, and shall not sell any Shares to such Purchaser if such Purchaser declines to permit the participating Investors to participate pursuant to the terms of this Section 4. The provisions of this Section 4 shall not apply to the sale of any Shares by a Selling Stockholder to an Investor pursuant to an Offer under Section 3.

5. Permitted Transfers.

(i) Except for the prohibition in Section 2 with respect to transfers to a competitor of the Company, which prohibition shall apply to all transfers, the provisions of Sections 2, 3 and 4 shall not apply to: (a) any transfer of Shares by a Stockholder by gift or bequest or through inheritance to, or for the benefit of, any member or members of his or her immediate family (which shall include any spouse, lineal ancestor or descendant) or to a trust, partnership or limited liability company for the benefit of such members; (b) any transfer of Shares by a Stockholder to a trust in respect of which he or she serves as trustee, provided that the trust instrument governing said trust shall provide that such Stockholder, as trustee, shall retain sole and exclusive control over the voting and disposition of said Shares until the termination of this Agreement; (c) any sale of Common Stock in a public offering pursuant to a registration statement filed by the Company with the Securities and Exchange Commission; (d) any repurchase of shares of Common Stock by the Company from officers, employees, directors or consultants of the Company which are subject to restricted stock purchase agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, including termination of employment; (e) any transfer of Shares to any person who is an "affiliated person" of a Stockholder, as that term is defined in the Investment Company Act of 1940; or (f) any transfer of Shares by an Investor to an Affiliated Party.

(ii) In the event of any such transfer, other than pursuant to subsection (i)(c) or (d) of this Section 5, the transferee of the Shares shall hold the Shares so acquired with all the rights conferred by, and subject to all the restrictions imposed by this Agreement, and as a condition to such transfer, each such transferee shall execute and deliver an instrument of accession in the form of Exhibit A agreeing to be bound by the provisions of this Agreement.

6. Approved Sale.

(a) For purposes of this Agreement, an "Approved Sale" means a Deemed Liquidation Event (as defined in the Articles of Incorporation of the Company, as amended or restated from time to time (the "Articles of Incorporation"). In the event that (i) the Board of Directors and (ii) the holders of at least sixty percent (60%) of the voting power of the then outstanding shares of Preferred Stock, voting together as a single class (the "Requisite

Investors"), approve an Approved Sale, then the Company, or if applicable, the Requisite Investors shall provide the other Stockholders at least twenty (20) days' advance notice of such Approved Sale, which notice shall include a reasonably detailed description of the Approved Sale, including the proposed time and place of closing, the consideration to be received by the Stockholders, and any other material terms. Upon receipt of the notice, the Stockholders shall consent to, vote for and raise no objections to the Approved Sale, and (i) if the Approved Sale is structured as a merger or consolidation of the Company, or a sale of all or substantially all of the Company's assets, the Stockholders shall waive any dissenters' rights, appraisal rights or similar rights in connection with such merger, consolidation or asset sale, or (ii) if the Approved Sale is structured as a sale of the stock of the Company, the Stockholders shall agree to sell all of their Shares on the terms and conditions approved by the Requisite Investors; provided, however, (A) each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (B) each holder of a series of Preferred Stock will receive the same amount of consideration per share of such series of Preferred Stock as is received by other holders in respect of their shares of such same series, (C) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (D) unless the Requisite Investors elect to receive a lesser amount by written

notice given to the Company at least ten (10) days prior to the effective date of any such Approved Sale, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled upon a Deemed Liquidation Event (assuming for this purpose that the Approved Sale is a Deemed Liquidation Event) in accordance with the Articles of Incorporation in effect immediately prior to the Approved Sale; provided, however, that, notwithstanding the foregoing, if the consideration to be paid in exchange for the Holder's Shares or Investor's Shares, as applicable, pursuant to this Section 6(a) includes any securities and due receipt thereof by any Holder or Investor would require under applicable law (I) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (II) the provision to any Holder or Investor of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended ("Securities Act"), the Company may cause to be paid to any such Holder or Investor in lieu thereof, against surrender of the Holder's Shares or Investor's Shares, as applicable, which would have otherwise been sold by such Holder or Investor, an amount in cash equal to the fair value (as determined in good faith by the Board of Directors, including a majority of the Investor Directors) of the securities which such Holder or Investor would otherwise receive as of the date of the issuance of such securities in exchange for the Holder's Shares or Investor's Shares, as applicable. The Stockholders shall take all actions reasonably requested by the Requisite Investors in connection with the consummation of the Approved Sale, including the execution and delivery of such agreements and such instruments and other actions reasonably necessary to effectuate the Approved Sale, including making such representations and warranties, if applicable, as are usual and customary in a transaction of the nature of an Approved Sale; provided, however, that no Stockholder may be required to be liable for any indemnification or other obligations or to make any representations, warranties or covenants in

connection with any Approved Sale unless the Requisite Investors are liable for the same (or greater) indemnification obligations and make the same (or greater) representations, warranties and covenants.

(b) The closing of any Approved Sale pursuant to this Section 6 shall be held at such time and place as the Company, or if applicable, the Requisite Investors shall reasonably specify. At such closing, if the terms of the Approved Sale so require, all of the Stockholders shall deliver certificates representing the Shares to be sold, duly endorsed for transfer and accompanied by all requisite stock transfer taxes, if any, and the Shares to be transferred shall be free and clear of any liens, claims or encumbrances (other than restrictions imposed by this Agreement). In addition to any representations and warranties set forth above, each of the Stockholders shall further represent and warrant that it is the record and beneficial owner of such Shares and make such additional representations and warranties and related indemnities relating to its ownership of the Shares as shall be customary in transactions of a similar nature.

(c) No Stockholder shall be a party to any Stock Sale (as defined in the Articles of Incorporation) unless all holders of Preferred Stock are allowed to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Articles of Incorporation in effect immediately prior to the Stock Sale, unless the Requisite Holders (as defined in the Articles of Incorporation) elect otherwise by written notice given to the Company at least ten (10) days prior to the effective date of any such transaction or series of related transactions.

(d) Nothing contained in this Section 6 shall preclude the Company from completing an Approved Sale in accordance with the applicable provisions of the Virginia Stock Corporation Act, the Articles of Incorporation and the Company's bylaws regardless of whether the conditions specified in this Section 6 are satisfied.

7. Election of Directors. Each Stockholder agrees to vote all Shares (and attend, in person or by proxy, all meetings of stockholders called for the purpose of electing directors), and the Company agrees to take all actions (including, but not limited to the nomination of specified persons) to cause and maintain the election to the Board of Directors, to the extent permitted pursuant to the Articles of Incorporation, the following persons:

(i) the person then employed as the Chief Executive Officer of the Company, who initially shall be Michael Heffernan (the "CEO Director");

(ii) so long as Longitude Venture Partners, L.P. and its Affiliated Parties ("Longitude") hold at least 500,000 shares of Preferred Stock or Common Stock issued upon the conversion of the Preferred Stock (subject to appropriate adjustment to reflect any stock split or similar corporate event affecting the Preferred Stock or Common Stock), one (1) person designated by Longitude and elected by the holders of Series C Preferred Stock (the "Longitude Director"), who initially shall be David Hirsch;

(iii) so long as Skyline Venture Partners V, L.P. and its Affiliated Parties ("Skyline") hold at least 500,000 shares of Preferred Stock or Common Stock issued upon the conversion of the Preferred Stock (subject to appropriate adjustment to reflect any stock

split or similar corporate event affecting the Preferred Stock or Common Stock), one (1) person designated by Skyline and elected by the holders of Series C Preferred Stock (the "Skyline Director"), who initially shall be John Freund;

(iv) so long as Boston Millennia Partners II, Limited Partnership and its Affiliated Parties ("BMP") hold at least 500,000 shares of Preferred Stock or Common Stock issued upon the conversion of the Preferred Stock (subject to appropriate adjustment to reflect any stock split or similar corporate event affecting the Preferred Stock or Common Stock), one (1) person designated by BMP and elected by the holders of Series A Preferred Stock (the "BMP Director"), who initially shall be Robert Jevon;

(v) so long as Frazier Healthcare VI, LP and its Affiliated Parties ("Frazier") hold at least 500,000 shares of Preferred Stock or Common Stock issued upon the conversion of the Preferred Stock (subject to appropriate adjustment to reflect any stock split or similar corporate event affecting the Preferred Stock or Common Stock), one (1) person designated by Frazier and elected by the holders of Series A Preferred Stock (the "Frazier Director", together with the Longitude Director, Skyline Director and BMP Director, the "Investor Directors"), who initially shall be Patrick Heron; and

(vi) one (1) person who is acceptable to a majority of the other members of the Board of Directors, such majority including a majority of the Investor Directors, who initially shall be Gino Santini.

Each of the parties further covenants and agrees to vote, to the extent possible, all Shares now owned or hereafter acquired by such party so that the Board of Directors shall consist of no more than six (6) members.

In the absence of any designation from the persons or groups so designating directors as specified above, the director previously designated by them and then serving shall be reelected if still eligible to serve as provided herein.

No party hereto shall vote to remove any member of the Board of Directors designated in accordance with the aforesaid procedure unless the persons or groups so designating directors as specified above so vote, and, if such persons or groups so vote then the non-designating party or parties shall likewise so vote.

Any vacancy on the Board of Directors created by the resignation, removal, incapacity or death of any person designated under this Section 7 shall be filled by another person designated in a manner so as to preserve the constituency of the Board of Directors as provided above.

8. Termination. This Agreement, and the respective rights and obligations of the parties hereto, except for the obligations set forth in Section 10 in connection with an Initial Public Offering (as defined in the Articles of Incorporation), shall terminate upon the earliest to occur of the following: (i) the closing of a Qualified Public Offering; or (ii) immediately prior to the closing of a Deemed Liquidation Event (as defined in the Articles of Incorporation).

9. Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed delivered (i) three business days after being

sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

if to the Company, at Collegium Pharmaceutical, Inc., 780 Dedham Street, Suite 800, Canton, MA 02021, Attn: Chief Executive Officer, with a copy to Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110, Attention: Robert Chow, Esq.;

if to a Holder at such Holder's address as set forth on Schedule I hereto or on the Instrument of Accession pursuant to which such Holder became a party to this Agreement, or

if to the Investor at such Investor's address as set forth on Schedule II hereto.

Any party may give any notice, request, consent or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section 9.

10. Lock-up Agreement. Each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter(s), during the period commencing on the date of the final prospectus relating to the initial registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 (the "IPO") and ending on the date specified by the Company and the managing underwriter(s) (such period not to exceed one hundred eighty (180) days, or such other period as may be required to accommodate applicable regulatory restrictions on (1) the publication or other distribution of research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 10 shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and shall be applicable to the Holders only if all officers, directors and all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock) are subject to the same restrictions. The

underwriters in connection with such registration are intended third-party beneficiaries of this Section 10 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 10 or that are necessary to give further effect thereto. If any officer, director or one percent (1%) stockholder of the Company is granted an early release with respect to all or a portion of the securities held by such holder from such holder's lock-up agreement, then each Holder shall also be granted an early release from its obligations hereunder on a pro-rata basis based on the aggregate percentage of shares held by the officers, directors or one percent (1%) stockholders being released from such holders lock-up agreements; *provided, however*, that such release of the Holders shall not apply to such early releases of officers, directors and greater than one percent (1%) stockholders approved by the Board of Directors which involve financial hardship situations of up to $1,000,000 in the aggregate.

11. Failure to Deliver Shares. If a Selling Stockholder fails to deliver Offered Shares in accordance with the terms of this Agreement to an Investor, such Investor may, at its option, in addition to all other remedies it may have, send to the Company for the benefit of such Selling Stockholder the purchase price for such Offered Shares as is herein specified. Thereupon, the Company upon written notice to said Selling Stockholder, (a) shall cancel on its books the certificate(s) representing the Offered Shares to be sold and (b) shall issue, in lieu thereof, in the name of such Investor, a new certificate(s) representing such Offered Shares, and thereupon all of said Selling Stockholder's rights in and to such Offered Shares shall terminate. The Company may exercise a similar remedy in enforcing the Company's rights under Section 3.

12. Specific Performance. The rights of the parties under this Agreement are unique and, accordingly, the parties shall, in addition to such other remedies as may be available to any of them at law or in equity, have the right to enforce their rights hereunder by actions for specific performance to the extent permitted by law.

13. Legend. The certificates representing the Shares shall bear on their face a legend indicating the existence of the restrictions imposed hereby.

14. Restatement of Prior Agreement; Entire Agreement. The Company and the Investors constituting the Requisite Investors (as defined in the Prior Agreement) agree that, effective as of the Effective Time (as defined in the Merger Agreement) of the Reincorporation, (i) the Prior Agreement is hereby amended and restated in its entirety by this Agreement, (ii) the provisions of the Prior Agreement shall no longer be of any force or effect. This Agreement (including any and all exhibits, schedules and other instruments contemplated thereby) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them or any of them as to such subject matter.

15. Amendments and Waivers. Except as otherwise expressly provided herein, this Agreement may not be amended nor terminated and the observance of any term of this Agreement may not be waived without the written consent of (i) the Company and (ii) Investors holding at least sixty percent (60%) of the voting power of the shares of Preferred Stock held by all Investors (the "Requisite Investors"). Notwithstanding the foregoing, the consent of the

Stockholders shall be required for any amendment or waiver if such amendment or waiver materially differently and adversely applies to the Stockholders. Further, notwithstanding the foregoing, Section 7(ii) of this Agreement shall not be amended or waived without the written consent of Longitude, Section 7(iii) of this Agreement shall not be amended or waived without the written consent of Skyline, Section 7(iv) of this Agreement shall not be amended or waived without the written consent of BMP, Section 7(v) of this Agreement shall not be amended or waived without the written consent of Frazier, and provided further, that no amendment to either of Sections 6 and 21 shall be effective against any Investor or group of Investors (the "Minority Investors") that have not by the consent of at least a majority of the Preferred Stock held by such Minority Investors consented to such amendment, if such amendment treats such Minority Investor's rights under this Agreement materially differently and adversely from those of the other Investors. The Company shall give written notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination or waiver. Any amendment, termination or waiver effected in accordance with this Section 15 shall be binding on all parties hereto, even if they do not execute such consent. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

16. Assignment; Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted transferees, except as may be expressly provided otherwise herein.

17. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the Virginia Stock Corporation Act as to matters within the scope thereof, and as to all other matters shall be construed and enforced in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

21. Additional Parties. Any person who shall, after the date hereof, acquire shares of the Common Stock, shall become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in substantially the form attached hereto as Exhibit A. Upon such execution and delivery, such person shall be deemed a "Holder" hereunder with all

the rights and obligations thereof. The Company shall use commercially reasonable efforts to cause persons who hold shares of Common Stock on the date hereof but are not parties to this Agreement to become a party to this Agreement by executing and delivering to the Company an Instrument of Accession in substantially the form attached hereto as Exhibit A.

22. Irrevocable Proxy. Each Stockholder hereby constitutes and appoints the President of the Company, and a designee of the Requisite Holders, and each of them, with full power of substitution, with respect to the matters set forth herein, and each of them, with full power of substitution, as the proxies of such Stockholder ("Stockholder Proxies") with respect to the matters upon which such Stockholder is obligated to vote in accordance with Section 6 and Section 7, and hereby authorizes each of them, acting singly, to represent and to vote, if and only if such Stockholder (i) fails to vote or (ii) attempts to vote (whether by proxy, in person or by written consent) in a manner that is inconsistent with the terms of this Agreement, all of such Stockholder's Shares in accordance with the terms and provisions of this Agreement. The proxy granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the other Stockholders in connection with the transactions contemplated by this Agreement and, as such, is coupled with an interest and shall be irrevocable unless and until this Agreement terminates pursuant to Section 8 hereof. Each Stockholder hereby revokes any and all previous proxies with respect to the Shares and shall not hereafter, unless and until this Agreement terminates pursuant to Section 8 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, except in each case in a manner consistent with the voting obligations set forth in Section 6 and Section 7. Subject to the limitation set forth in the next sentence, the Stockholders agree to indemnify, defend and hold harmless Stockholder Proxies from and against any and all loss, damage, liability and expense that may be incurred by Stockholder Proxies arising out of or in connection with his, her or its acceptance or appointment as Stockholder Proxies under this Agreement (except such as may result from the gross negligence or willful misconduct of the Stockholder Proxies), including the legal costs and expenses of defending himself, herself or itself against any claim or liability in connection with his, her or its performance under this Agreement and all other documents and agreements executed and delivered by Stockholder Proxies in connection therewith. The Stockholders' respective obligations to indemnify Stockholder Proxies pursuant to this Section 22 shall be several and shall be limited as to each Stockholder to such Stockholder's pro rata portion of the total number of Shares covered by this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amended and Restated Stockholders Agreement as a sealed instrument as of the day and year first above written.

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ Kerensa Kenny
Kerensa Kenny, Authorized Signatory

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

/s/ E. Hunterson Henrie
E. Hunterson Henrie

/s/ Rawle Michelson
Rawle Michelson

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltungs GmbH

By: /s/ Martin J. Hernon
Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership,
its General Partner

By: /s/ Martin J. Hernon
General Partner

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

/s/ Matthew Strobeck
Matthew Strobeck

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

E. Hunterson Henrie, II

Rawle Michelson

Steven N. Tannenbaum

Theodore L. Iorio

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

Phillip Satow

Michael S. Satow

Julie S. Satow

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

WESTFIELD LIFE SCIENCES II LP

By:
Name:
Title:

WESTFIELD LIFE SCIENCES LP

By:
Name:
Title:

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

COMERICA VENTURES INCORPORATED

By:
Name:
Title:

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE INVESTORS (Cont.):

JDS ASSOCIATES LLC

By: _____
Name:
Title:

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS:

Island View Investors, LLC

By: /s/ Michael Heffernan
Michael Heffernan, Authorized Person

/s/ Michael Heffernan
Michael Heffernan

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

_____
Jessica Wolfe

_____
Shubha Chungi

_____
Patrea Pabst

_____
Steven N. Tannenbaum

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

/s/ Jane Hirsch
Jane Hirsch

/s/ Mark Hirsch
Mark Hirsch

/s/ Mark D. Hirsch
Mark D. Hirsch

/s/ Jay Hirsch
Jay Hirsch

/s/ Nicole Vecchiotti
Nicole Vecchiotti

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

Julie S. Satow

Michael S. Satow

Phillip Satow

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

Alexander Klibanov

Karen Rothman

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

JDS ASSOCIATES LLC

By: _____
Name:
Title:

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

JULIE ROTHMAN QUALIFIED SUB-CHAPTER S TRUST

By: /s/ Ronald Phillips TTEE
Name: Ronald Phillips
Title: Trustee

/s/ Karen Rothman
Karen Rothman

[Signature page continues]

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

THE HOLDERS (Cont.):

Martin Keller

[Signature Page to Sixth Amended and Restated Stockholders' Agreement]

SCHEDULE I
Holders

Island View Investors, LLC (Michael Heffernan)
***

Michael Heffernan
***

Jane Hirsh
***

Mark Hirsh
***

Karen Rothman
***

Julie Rothman Qualified Sub-Chapter S Trust
***

Alexander Klibanov
***

Phillip Satow
***

Michael S. Satow
***

Julie S. Satow
***

JDS Associates LLC
***

Jessica Wolfe
***

Shubha Chungi
***

Patrea Pabst
***

Martin Keller
***

Steven N. Tannenbaum
***

Nicole Vecchiotti
c/o Jane Hirsh
***

Mark D. Hirsh
c/o Jane Hirsh
***

Jay Hirsh
c/o Jane Hirsh
***

SCHEDULE II
Investors

Longitude Venture Partners, L.P.
***
Fax:

Longitude Capital Associates, L.P.
***
Fax:

Frazier Healthcare VI, LP
***
Fax: ***

Boston Millennia Partners II Limited Partnership
***

Skyline Venture Partners V, L.P.
***
Fax: ***

Boston Millennia Associates II Partnership
***
Fax: ***

Strategic Advisors Fund Limited Partnership
***
Fax: ***

E. Hunterson Henrie, II
c/o Ferghana Partners

Fax: ***

Boston Millennia Partners II-A Limited Partnership
***
Fax: ***

Boston Millennia Partners GMBH & CO. KG
***
Fax: ***

Westfield Life Sciences LP
***
Fax: ***

Phillip Satow
***

Michael S. Satow
***

***
Fax: ***

Rawle Michelson
c/o Ferghana Partners
***
Fax: ***

Westfield Life Sciences II LP
***
Fax: ***

Matthew Strobeck
***

Julie S. Satow
***

JDS Associates LLC
***

Steven N. Tannenbaum
***

Theodore L. Iorio
***

Exhibit A

COLLEGIUM PHARMACEUTICAL, INC.

INSTRUMENT OF ACCESSION

The undersigned, , as a condition precedent to becoming the owner or holder of record of ( ) shares of the stock, par value $.001 per share, of Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), hereby agrees to become [a Holder/an Investor, as applicable] under that certain Sixth Amended and Restated Stockholders Agreement dated as of June , 2014, as may be amended from time to time ("Stockholders Agreement"), by and among the Company and other stockholders of the Company. This Instrument of Accession shall take effect and shall become an integral part of, and the undersigned shall become a party to and bound by, the Stockholders Agreement immediately upon execution and delivery to the Company of this Instrument.

IN WITNESS WHEREOF, this INSTRUMENT OF ACCESSION has been duly executed by or on behalf of the undersigned, as a sealed instrument under the laws of the Commonwealth of Virginia, as of the date below written.

Signature:

_____

(Print Name) _____

Address:

Date: _____

Accepted:

COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name:
Title:

Date: _____

COLLEGIUM PHARMACEUTICAL, INC.

SEVENTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

This Seventh Amended and Restated Investors Rights Agreement (the "Agreement"), dated as of July 11, 2014, is entered into by and among Collegium Pharmaceutical, Inc. (the "Company"), the individuals and entities listed on Exhibit A attached hereto (the "Investors").

Recitals

WHEREAS, certain of the Investors are parties to that certain Sixth Amended and Restated Investors Rights Agreement (the "Prior Agreement"), dated as of August 27, 2013, among the Company and the other parties named therein, and the Company and such existing Investors desire to amend and restate the Prior Agreement in its entirety;

WHEREAS, the Company has entered into an Agreement and Plan of Merger dated on or about the date hereof (the "Merger Agreement") to effect a migratory merger for the purpose of reincorporating the Company from the State of Delaware to the Commonwealth of Virginia (the "Reincorporation"); and

WHEREAS, the Company and the Investors desire to (i) amend the Prior Agreement in connection with the Reincorporation, (ii) to provide for certain arrangements with respect to registration of shares of capital stock held by the Investors, (iii) to provide for certain arrangements with respect to the Investors' right of first refusal with respect to certain issuances of securities of the Company, and (iv) to provide for certain other covenants of the Company;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties to this Agreement agree as follows:

1. Effect of Reincorporation. Effective as of the Effective Time (as defined in the Merger Agreement) of the Reincorporation, the term "Company" as used in this Agreement shall mean and refer to Collegium Pharmaceutical, Inc., a Virginia corporation, and Collegium Pharmaceutical, Inc., a Virginia corporation, shall automatically become a party to this Agreement as the Company without any further action by any parties to this Agreement.

2. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Affiliate" shall mean, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

"Affiliated Party" shall mean, with respect to any Investor, any Person which, directly or indirectly, controls, is controlled by or is under common control with such Investor,

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including, without limitation, any general partner, officer or director of such Investor and any venture capital fund now or hereafter existing which is controlled by one or more general partners of, or shares the same management company as, such Investor.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Company, as amended from time to time.

"Board of Directors" shall mean the board of directors of the Company as constituted from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Commission" shall mean the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"Common Stock" shall mean the Common Stock, $0.001 par value, of the Company, as constituted as of the Effective Time (as defined in the Merger Agreement) of the Reincorporation.

"Confidential Information" shall mean any information that is labeled as confidential, proprietary or secret which an Investor obtains from the Company pursuant to financial statements, reports and other materials provided by the Company to such Investor pursuant to this Agreement or pursuant to any information or registration rights or any Board of Directors observation, visitation or inspection rights granted hereunder.

"Conversion Shares" shall mean shares of Common Stock issued or issuable upon conversion of the Preferred Stock.

"Deemed Liquidation Event" shall have the meaning set forth in the Articles of Incorporation.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Exempted Securities" shall have the meaning set forth in the Articles of Incorporation.

"FINRA" shall mean the Financial Industry Regulatory Authority or any successor regulatory authority.

"Free Writing Prospectus" shall mean a free-writing prospectus, as defined in Rule 405 under the Securities Act.

"Indebtedness" shall mean all obligations, contingent and otherwise, which should, in accordance with generally accepted accounting principles, be classified upon the obligor's balance sheet (or the notes thereto) as liabilities, but in any event including liabilities secured by any mortgage on property owned or acquired subject to such mortgage, whether or not the liability secured thereby shall have been assumed, and also including (i) all guaranties, endorsements and other contingent obligations, in respect of Indebtedness of others, whether or not the same are or should be so reflected in said balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business and (ii) the present value of any lease payments due under leases required to be capitalized in accordance with applicable Statements of Financial Accounting Standards, determined by discounting all such payments at the interest rate determined in accordance with applicable Statements of Financial Accounting Standards.

"Initial Public Offering" shall mean the completion of an underwritten public offering pursuant to an effective registration under the Securities Act covering the offering or sale by the Company of its Common Stock.

"Intellectual Property Rights" shall mean all of the following: (i) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (ii) trademarks, service marks, trade dress, logos, tradenames, service names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) trade secrets and confidential business information, whether patentable or nonpatentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) other proprietary rights relating to any of the foregoing (including without limitation associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and (vii) copies and tangible embodiments thereof.

"Investor Directors" shall mean the BMP Director, Frazier Director, the Longitude Director and the Skyline Director, each as defined in the Stockholders Agreement.

"Key Employee" or "Key Employees" shall mean the President, Chief Executive Officer, any other executive-level employee and any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Intellectual Property Rights of the Company.

"Major Investor" shall mean an Investor holding at least 1,000,000 shares of Preferred Stock (subject to equitable adjustment in the event of any stock split, stock dividend, combination, reorganization, reclassification or other similar event with respect to the Preferred Stock). All shares of Preferred Stock held or acquired by Affiliates of an Investor shall be aggregated together for the purpose of determining whether an Investor is a Major Investor.

"Material Adverse Change" shall mean a material adverse change in the business, operations, affairs, or condition (financial or otherwise) of the Company.

"Person" or "Persons" shall mean an individual, corporation, partnership, limited liability company, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof, or any other legal entity.

"Preferred Stock" shall mean, collectively, (i) shares of the Series A Preferred Stock, (ii) shares of the Series B Preferred Stock; and (iii) shares of the Series C Preferred Stock.

"Qualified Public Offering" shall have the meaning set forth in the Articles of Incorporation.

"Qualified Transferee" shall mean any Person (i) who is an Investor, (ii) who is an Affiliated Party of an Investor, or (iii) who acquires at least 20% of the shares of Preferred Stock (as adjusted for stock splits, stock dividends, reclassifications, recapitalizations or other similar events).

"Registration Expenses" shall mean the expenses so described in Section 9.

"Restricted Stock" shall mean (a) the Conversion Shares, excluding Conversion Shares which have been (i) registered under the Securities Act pursuant to an effective registration statement filed thereunder and disposed of in accordance with the registration statement covering them or (ii) publicly sold pursuant to Rule 144 under the Securities Act, and (b) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clause (a) above; excluding in all cases, however, any Restricted Stock sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 15(a), and excluding any shares of Restricted Stock for which registration rights have terminated pursuant to Section 8(n).

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Selling Expenses" shall mean the expenses so described in Section 9.

"Series A Preferred Stock" shall mean the Company's Series A Convertible Preferred Stock, par value $0.001 per share, as designated and authorized by the Articles of Incorporation.

"Series B Preferred Stock" shall mean the Company's Series B Convertible Preferred Stock, par value $0.001 per share, as designated and authorized by the Articles of Incorporation.

"Series C Preferred Stock" shall mean the Company's Series C Convertible Preferred Stock, par value $0.001 per share, as designated and authorized by the Articles of Incorporation.

"Stockholders Agreement" shall mean that certain Sixth Amended and Restated Stockholders Agreement by and among the Company and the parties thereto on or about the date hereof.

"Subsidiary" or "Subsidiaries" shall mean any corporation or trust of which the Company and/or any of its other Subsidiaries (as herein defined) directly or indirectly owns at the time outstanding shares of every class of such corporation or trust other than directors' qualifying shares comprising at least fifty percent (50%) of the voting power of such corporation or trust.

3. Restrictive Legend. Each certificate representing Preferred Stock, Conversion Shares or Restricted Stock shall, except as otherwise provided in this Section 3 or in Section 4, be stamped or otherwise imprinted with a legend substantially in the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS"

A certificate shall not bear such legend if in the opinion of counsel satisfactory to the Company the securities represented thereby may be publicly sold without registration under the Securities Act and any applicable state securities laws.

4. Notice of Proposed Transfer. Prior to any proposed transfer of any Preferred Stock or Restricted Stock (other than under the circumstances described in Sections 5, 6 or 7), the holder thereof shall give written notice to the Company of its intention to effect such transfer. Each such notice shall describe the manner of the proposed transfer and other than in connection with customary transfers under Rule 144 promulgated under the Securities Act, if requested by the Company, shall be accompanied by an opinion of counsel satisfactory to the Company to the effect that the proposed transfer may be effected without registration under the Securities Act and any applicable state securities laws, whereupon the holder of such stock shall be entitled to transfer such stock in accordance with the terms of its notice; *provided*, *however*, that no such opinion of counsel shall be required for a transfer to one or more partners, retired partners, members or retired members of the transferor (in the case of a transferor that is a partnership or a limited liability company, respectively) in proportion to such partner's, retired partner's, member's or retired member's interest in the partnership or limited liability company or to an affiliated corporation (in the case of a transferor that is a corporation); *provided, further, however*, that any transferee shall execute and deliver to the Company a representation letter in form reasonably satisfactory to the Company's counsel to the effect that the transferee is acquiring such shares for its own account, for investment purposes and without any view to distribution thereof. No transfers may be made pursuant to this Section 4 to a Person reasonably

determined by a majority of the Board of Directors, with such majority to include a majority of the Investor Directors, who is a competitor of the Company. Each certificate for Preferred Stock or Restricted Stock transferred as above provided shall bear the legend set forth in Section 3, except that such certificate shall not bear such legend if (i) such transfer is in accordance with the provisions of Rule 144 (or any other rule permitting public sale without registration under the Securities Act) or (ii) the opinion of counsel referred to above is to the further effect that the transferee and any subsequent transferee (other than an Affiliate of the Company) would be entitled to transfer such securities in a public sale without registration under the Securities Act. Any transferee to whom rights under this Agreement are transferred shall (A) as a condition to such transfer, promptly deliver to the Company a written instrument by which such transferee agrees to be bound by the obligations imposed upon holders under this Agreement to the same extent as if such transferee were a holder under this Agreement; (B) within a reasonable amount of time after such transfer furnish the Company with written notice of such transferee's name and address, and the securities with respect to which such registration rights are being assigned; and (C) deemed to be a holder hereunder for all purposes.

5. Required Registration.

(a) At any time after six months after the Initial Public Offering, the holders of Restricted Stock constituting a majority of the voting power of the total shares of Restricted Stock then outstanding may submit a written notice requesting the Company to register under the Securities Act all or any portion of the shares of Restricted Stock held by such requesting holder or holders for sale in the manner specified in such notice. For purposes of this Section 5 and Sections 6, 7, 15(a) and 15(d), the term "Restricted Stock" shall be deemed to include the number of shares of Restricted Stock which would be issuable to a holder of Preferred Stock upon conversion of all shares of Preferred Stock into shares of Common Stock; *provided*, *however*, that the only securities which the Company shall be required to register pursuant hereto shall be shares of Common Stock; *provided*, *further*, *however*, that, in any underwritten public offering contemplated by this Section 5 or Sections 6 and 7, the holders of Preferred Stock shall be entitled, to the extent agreed between such holders and any underwriter, to sell such Preferred Stock to the underwriters for conversion and sale of the shares of Common Stock issued upon conversion or exercise and conversion, as applicable, thereof.

(b) Following receipt of any notice under this Section 5, the Company shall immediately notify all holders of Restricted Stock and such holders shall then be entitled within 30 days thereafter to submit a written notice requesting the Company to include in the requested registration all or any portion of their shares of Restricted Stock. The Company shall use its best efforts to register under the Securities Act, for public sale in accordance with the method of disposition described in subsection (a) above, the number of shares of Restricted Stock specified in such notice (and in all notices received by the Company from other holders within 30 days after the giving of such notice by the Company). The Company shall not be obligated to effect more than two (2) registrations pursuant to Section 5(a); *provided*, *however*, that such obligation shall be deemed satisfied only when a registration statement covering no less than 70% of the number of shares of Restricted Stock specified in notices received as aforesaid for sale in accordance with the method of disposition specified by the requesting holders shall have become effective or if such registration statement has been withdrawn prior to the consummation of the offering at the request of the holders of a majority of the shares of Restricted Stock requested to

be included in such offering (other than as a result of a material adverse change in the business or condition, financial or otherwise, of the Company) and, if such method of disposition is a firm commitment, underwritten public offering, all such shares shall have been sold pursuant thereto (not including shares eligible for sale pursuant to the underwriters' over-allotment option).

(c) The Company shall be entitled to include in any registration statement referred to in this Section 5 shares of Common Stock to be sold by the Company for its own account or shares of any other party, except as and to the extent that, in the opinion of the managing underwriter, such inclusion would adversely affect the marketing of the Restricted Stock to be sold. Except for registration statements on Form S-4, S-8 or any successor thereto, the Company will not file with the Commission any other registration statement with respect to its Common Stock, whether for its own account or that of other stockholders, from the date of receipt of a notice from requesting holders requesting sale pursuant to an underwritten offering pursuant to this Section 5 until the 20th day following the effectiveness of the registration statement contemplated thereby, except to the extent such registration statement is withdrawn at the request of the holders who requested such registration.

(d) All parties proposing to distribute their securities by means of an underwriting shall (together with the Company) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Board of Directors, including the vote or consent of a majority of the Investor Directors. If in the opinion of the managing underwriter the inclusion of all of the Restricted Stock requested to be registered under this Section 5 would adversely affect the marketing of such shares, shares to be sold by the holders of Restricted Stock, if any, shall be excluded only after any shares to be sold by the Company or any other party have been excluded, in such manner that the shares to be sold shall be allocated among the selling holders *pro rata* based on their ownership of Restricted Stock.

(e) Notwithstanding the foregoing provisions of this Section 5, in the event that the Company is requested to file any registration statement pursuant to this Section 5, (i) the Company will not be obligated to effect the filing of such registration statement during the 180 days following the effective date of any other registration statement on Form S-1 or Form S-3 pertaining to an underwritten public offering of securities for the account of the Company or any holder, (ii) the Company shall not be obligated to effect such registration in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, unless the Company is already subject to service in such jurisdiction and except as may be required under the Securities Act; or (iii) if the Company shall furnish to the holders requesting such registration statement a certificate signed by the Chief Executive Officer of the Company stating that, in the good faith judgment of the Board of Directors, including the vote or consent of a majority of the Investor Directors (as evidenced by a written resolution of the Board of Directors), that the Company would be materially adversely affected if such registration statement were filed, the Company shall have the right to defer such filing for a period of not more than 90 days after receipt of the request of the relevant initiating holders; provided, however, that the Company may not utilize the right set forth in Section 5(e)(ii) more than once in any twelve month period.

(f) Each registration requested pursuant to Section 5(a) shall be effected by the filing of a registration statement on Form S-1 (or if such form is not available, any other form which

includes substantially the same information (other than information which is incorporated by reference) as would be required to be included in a registration statement on such form as currently constituted), unless the use of a different form is consented to by the holders holding a majority of the Restricted Stock held by all holders requesting such registration statement or unless another form would be equally effective, as determined by the initiating holders in their sole discretion; provided, however, that if the initiating holders propose pursuant to this Section 5 to dispose of Restricted Stock that may be registered on Form S-3 pursuant to Section 7 hereof, the Company shall not be obligated to effect the filing of such registration statement pursuant to this Section 5 so long as it effects the filing of such registration statement pursuant to Section 7.

6. Incidental Registration. If (but without any obligation to do so) the Company at any time (including pursuant to Section 5 or Section 7, provided that a registration under Section 7 shall be an underwritten public offering of Common Stock) proposes to register any of its shares of Common Stock under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering the Restricted Stock for sale to the public, a registration relating to a transaction described in Rule 145(a) of the Securities Act, or a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered), each such time it will give written notice to all holders of outstanding Restricted Stock of its intention so to do. Upon the written request of any such holder, received by the Company within 30 days after the giving of any such notice by the Company, to register any of its Restricted Stock, the Company will use its best efforts to cause the Restricted Stock as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by the Company, all to the extent requisite to permit the sale or other disposition by the holder of such Restricted Stock pursuant to such registration. In the event that any registration pursuant to this Section 6 shall be, in whole or in part, an underwritten public offering of Common Stock, the number of shares of Restricted Stock to be included in such an underwriting may be reduced as follows: the Restricted Stock shall be reduced pro rata among the requesting holders of Restricted Stock based upon the number of shares of Restricted Stock owned by such holders if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities to be sold by the Company therein, *provided*, *however*, that such number of shares of Restricted Stock shall not be reduced if any shares are to be included in such underwriting for the account of any Person other than the Company, and *provided*, *further*, *however*, that in no event may less than 20% of the total number of shares of Common Stock to be included in such underwriting be made available for shares of Restricted Stock, other than in connection with a Qualified Public Offering, in which case, the shares of Restricted Stock may be reduced to zero. The Company shall have the right, in its sole discretion, to terminate or withdraw, and shall otherwise be under no obligation to complete any registration of its securities covered by this Section 6 and shall incur no liability to any holder for its failure to do so, whether or not such holder has elected to include securities in such registration.

7. Registration on Form S-3.

(a) Subject to Section 7(b), if at any time (i) a holder or holders of Restricted Stock request that the Company file a registration statement on Form S-3 or any successor thereto for a public offering of all or any portion of the shares of Restricted Stock held by such requesting holder or holders, and (ii) the Company is a registrant entitled to use Form S-3 or any successor thereto to register such shares, then the Company shall use its best efforts to register under the Securities Act on Form S-3 or any successor thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Restricted Stock specified in such notice. Whenever the Company is required by this Section 7 to use its best efforts to effect the registration of Restricted Stock, each of the procedures and requirements of Section 5 (including but not limited to the requirement that the Company notify all holders of Restricted Stock from whom notice has not been received and provide them with the opportunity to participate in the offering) shall apply to such registration, *provided*, *however*, that, subject to Section 7(b), there shall be no limitation on the number of registrations on Form S-3 which may be requested and obtained under this Section 7, and *provided*, *further*, that the requirements contained in the first sentence of Section 5(a) shall not apply to any registration on Form S-3 which may be requested and obtained under this Section 7.

(b) Notwithstanding anything to the contrary in this Section 7, (i) the Company shall not be required to effect more than two registrations pursuant to this Section 7 in any 12-month period; (ii) the aggregate value of the shares of Restricted Stock to be registered under the Securities Act pursuant to each request for registration under this Section 7 shall not be less than $1,000,000; and (iii) the Company shall not be obligated to effect any such registration under this Section 7 if Form S-3 or any successor thereto is not available for such offering by the holders. The Company shall not be required to effect a registration pursuant to this Section 7 if the Company shall furnish to the holder or holders requesting a registration statement pursuant to this Section 7 a certificate signed by the Company's Chief Executive Officer stating that, in the good faith judgment of the Board of Directors, including the vote or consent of a majority of the Investor Directors (as evidenced by a written resolution of the Board of Directors), that the Company would be materially adversely affected if such registration statement were filed, in which event the Company shall have the right to defer such filing for a period of not more than 90 days after receipt of the request of such holder or holders, provided that such right shall be exercised by the Company not more than once in any 12-month period; or (iv) with respect to any particular jurisdiction, the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required under the Securities Act.

8. Registration Procedures. If and whenever the Company is required by the provisions of Sections 5, 6 or 7 to use its best efforts to effect the registration of any shares of Restricted Stock under the Securities Act, the Company will, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement with respect to such securities and use its best efforts to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby (determined as hereinafter provided);

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period specified in paragraph (a) above and comply with the provisions of the Securities Act with respect to the disposition of all Restricted Stock covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(c) furnish to each seller of Restricted Stock and to each underwriter such number of copies of the registration statement and the prospectus included therein (including each preliminary prospectus and any Free Writing Prospectus) as such Persons reasonably may request in order to facilitate the public sale or other disposition of the Restricted Stock, if applicable, covered by such registration statement;

(d) use its best efforts to register or qualify the Restricted Stock covered by such registration statement under the securities or "blue sky" laws of such jurisdictions as the sellers of Restricted Stock or, in the case of an underwritten public offering, the managing underwriter reasonably shall request, *provided*, *however*, that the Company shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) use its best efforts to list the Restricted Stock covered by such registration statement with any securities exchange on which the Common Stock of the Company is then listed;

(f) provide a transfer agent and registrar for all such Restricted Stock not later than the effective date of such registration statement;

(g) immediately notify each seller of Restricted Stock and each underwriter under such registration statement, at any time when a prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Company has knowledge as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and, at the request of any such seller, the Company will, as soon as reasonably practicable, file and furnish to all such sellers a supplement or amendment to such prospectus or Free Writing Prospectus (to the extent prepared by or on behalf of the Company) so that, as thereafter delivered to the purchasers of such Restricted Stock, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading in light of the circumstances under which they were made;

(h) if the offering is underwritten and at the request of any seller of Restricted Stock, use its best efforts to: (i) furnish to the underwriters an opinion dated such date of counsel representing the Company for the purposes of such registration, addressed to the underwriters, to such effects as reasonably may be requested by counsel for the underwriters and (ii) use its best efforts to cause its independent public accounting firm to issue customary "comfort letters" to the underwriters with respect to the registration statement; the Company will amend or supplement

such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(i) make available for inspection by each seller of Restricted Stock any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement. The rights granted pursuant to this subsection (j) may not be assigned or otherwise conveyed by such Person or by any subsequent transferee of any such rights without the written consent of the Company, which consent shall not be unreasonably withheld; *provided, however,* that the Company may refuse such written consent if the proposed transferee is a competitor of the Company as determined by the Board of Directors, including the vote or consent of a majority of the Investor Directors; and *provided, further*, that no such written consent shall be required if the transfer is made to a party who is not a competitor of the Company and who is an Affiliate of such Investor;

(j) advise each selling holder of Restricted Stock promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for such purpose and promptly use all reasonable efforts to obtain the withdrawal of any stop order;

(k) cooperate with each selling holder of Restricted Stock and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Restricted Stock to be sold, such certificates to be in such denominations and registered in such names as such holders or the managing underwriters may request at least two business days prior to any sale of Restricted Stock; and

(l) permit any holder of Restricted Stock, which holder, in the sole and exclusive judgment, exercised in good faith, of such holder, might be deemed to be a controlling Person of the Company, to participate in good faith in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included, subject to review by the Company and its counsel after consultation with such holder.

For purposes of Section 8(a) and 8(b) and of Section 5(c), the period of distribution of Restricted Stock in a firm commitment, underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Restricted Stock in any other registration shall be deemed to extend until the earlier of the sale of all Restricted Stock covered thereby and 180 days after the effective date thereof.

In connection with each registration hereunder, each seller of Restricted Stock shall furnish to the Company in writing such information with respect to itself and the proposed

distribution by them as reasonably shall be necessary in order to assure compliance with federal and applicable state securities laws and as is reasonably required to effect the registration of such seller's Restricted Stock.

In connection with each registration pursuant to Sections 5, 6 or 7 covering an underwritten public offering, the Company and each seller agree to enter into a written agreement with the managing underwriter selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of the Company's size and investment stature.

(m) Procedures for Amending or Supplementing Registration Statements. Whenever a registration statement covering Restricted Stock pursuant to any section of this Agreement is effective and the Company determines that, based upon advice of counsel, such registration statement requires amendment or supplementing, the Company shall notify all holders of such fact and shall promptly cause such registration statement to be amended or supplemented, as the case may be, and shall notify all holders when such amendment or supplement has been filed and, as to any such amendment, declared effective. Holders shall not sell any Restricted Stock until such latter notice is provided.

(n) Termination of Registration Rights. Subject to Section 15(f), the registration obligations of the Company pursuant to Sections 5, 6 and 7 shall terminate with respect to any holder of Restricted Stock at such time as such holder (together with its Affiliates, partners, members and former partners and former members) is, or has been, able to sell under Rule 144 during any three-month period all of the remaining Restricted Stock issued or issuable to such holder.

9. Expenses. All expenses incurred by the Company in complying with Sections 5, 6 and 7, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of FINRA, transfer taxes, fees of transfer agents and registrars, costs of insurance, and reasonable fees and disbursements of one counsel for the sellers of Restricted Stock not to exceed $25,000 in the aggregate, but excluding any Selling Expenses, are called "Registration Expenses". All underwriting discounts and selling commissions applicable to the sale of Restricted Stock are called "Selling Expenses".

The Company will pay all Registration Expenses in connection with each registration statement under Sections 5, 6 and 7. All Selling Expenses in connection with each registration statement under Sections 5, 6 and 7 shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such participating sellers other than the Company (except to the extent the Company shall be a seller) as they may agree.

10. Indemnification and Contribution.

(a) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Sections 5, 6 and 7, the Company will indemnify and hold harmless each seller

of such Restricted Stock thereunder, and each other Person, if any, who controls such seller within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which such seller or controlling Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Sections 5, 6 and 7, any preliminary prospectus, final prospectus or Free Writing Prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller, each such underwriter and each such controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, *provided*, *however*, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by any such seller or any such controlling Person in writing specifically for use in such registration statement or prospectus; and *further provided*, that the Company will not be liable with respect to any preliminary prospectus to the seller of such Restricted Stock, and each other Person, if any, who controls such seller within the meaning of the Securities Act, if a copy of the prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such seller of such Restricted Stock, or such other Person, if any who controls such seller within the meaning of the Securities Act, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the Restricted Stock, to such Person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

(b) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Sections 5, 6 and 7, each seller of such Restricted Stock thereunder, severally and not jointly, will indemnify and hold harmless the Company, each Person, if any, who controls the Company within the meaning of the Securities Act, each officer of the Company who signs the registration statement, and each director of the Company against all losses, claims, damages or liabilities, joint or several, to which the Company or such officer, director, underwriter or controlling Person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Sections 5, 6 and 7, preliminary prospectus, final prospectus or Free Writing Prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not

misleading, and will reimburse the Company and each such officer, director, and controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action, *provided*, *however*, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such,

furnished in writing to the Company by such seller specifically for use in such registration statement or prospectus; *provided*, *further*, *however*, that the liability of each seller hereunder shall be limited to the portion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the net proceeds received by such seller from the sale of Restricted Stock covered by such registration statement.

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission or any delay so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 10 and shall only relieve it from any liability which it may have to such indemnified party under this Section 10 if and to the extent the indemnifying party is prejudiced by such omission or delay. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 10 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected, *provided*, *however*, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any holder of Restricted Stock exercising rights under this Agreement, or any controlling Person of any such holder, makes a claim for indemnification pursuant to this Section 10 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 10 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling Person in circumstances for which indemnification is provided under this Section 10; then, and in each such case, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the relative fault of the indemnified party on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as

well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material fact related to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the provisions of this paragraph (d), the liability of each seller under this paragraph (d) shall be limited to the portion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the net proceeds received by such seller from the sale of Restricted Stock covered by such registration statement.

(e) The obligations of the Company and holders of Restricted Stock under this Section 10 shall survive completion of any offering of Restricted Stock in a registration statement and, with respect to liability arising from an offering to which this Section 10 would apply that is covered by a registration filed before termination of this Agreement, such termination. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

11. Changes in Common Stock or Preferred Stock. If, and as often as, there is any change in the Common Stock or the Preferred Stock by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Common Stock and the Preferred Stock as so changed.

12. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of the Restricted Stock to the public without registration, at all times after 90 days after any registration statement covering a public offering of securities of the Company under the Securities Act shall have become effective, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) use its best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to each holder of Restricted Stock forthwith upon request a written statement by the Company as to its compliance with the reporting requirements of such Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed by the Company as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Restricted Stock without registration.

13. Right of First Refusal.

(a) The Company shall not issue, sell or exchange, agree or obligate itself to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, any (i) shares of Common Stock, (ii) any other equity security of the Company, including without limitation, Preferred Stock, (iii) any debt security of the Company (other than debt with no equity feature and no multiple liquidation preference features), including without limitation, any debt security which by its terms is convertible into or exchangeable for any equity security of the Company, (iv) any security of the Company that is a combination of debt and equity, or (v) any option, warrant or other right to subscribe for, purchase or otherwise acquire any such equity security or any such debt security (other than debt with no equity feature or multiple return features) of the Company (the securities described in preceding clauses (i) through (v), the "Offered Securities"), unless in each case the Company shall have first offered to sell to each Major Investor that is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act (each an "Offeree" and collectively, the "Offerees") as follows: Each Offeree shall have the right to purchase (x) that portion of the Offered Securities determined by multiplying the number of Offered Securities by a fraction, the numerator of which is the aggregate number of shares of Common Stock issuable upon conversion of all shares of Preferred Stock then held by such Offeree and the denominator of which is the total number of shares of Common Stock issuable upon conversion of all shares of Preferred Stock then held by all of the Investors (the "Basic Amount"), and (y) such additional portion of the Offered Securities as such Offeree shall indicate it will purchase should other Offerees subscribe for less than their Basic Amounts (the "Undersubscription Amount"), at a price and on such other terms as shall have been specified by the Company in writing delivered to such Offeree (the "Offer"), which Offer by its terms shall remain open and irrevocable for a period of twenty (20) days from receipt of the Offer.

(b) Notice of Acceptance. Notice of each Offeree's intention to accept, in whole or in part, any Offer made pursuant to Section 13(a) shall be evidenced by a writing signed by such Offeree and delivered to the Company prior to the end of the 20-day period of such offer, setting forth such of the Offeree's Basic Amount as such Offeree elects to purchase and, if such Offeree shall elect to purchase all of its Basic Amount, such Undersubscription Amount as such Offeree shall elect to purchase and providing a representation letter certifying that such Offeree is an accredited investor within the meaning of Rule 501 under the Securities Act (the "Notice of Acceptance"). If the Basic Amounts subscribed for by all Offerees are less than the total Offered Securities, then each Offeree who has set forth Undersubscription Amounts in its Notice of Acceptance shall be entitled to purchase, in addition to the Basic Amounts subscribed for, all Undersubscription Amounts it has subscribed for; *provided*, *however*, that should the Undersubscription Amounts subscribed for exceed the difference between the Offered Securities and the Basic Amounts subscribed for (the "Available Undersubscription Amount"), each Offeree who has subscribed for any Undersubscription Amount shall be entitled to purchase only that portion of the Available Undersubscription Amount as the Undersubscription Amount subscribed for by such Offeree bears to the total Undersubscription Amounts subscribed for by all Offerees, subject to rounding by the Board of Directors, including the vote or consent of a majority of the Investor Directors, to the extent it reasonably deems necessary.

(c) Conditions to Acceptances and Purchase.

(i) Permitted Sales of Refused Securities. In the event that Notices of Acceptance are not given by the Offerees in respect of all the Offered Securities, the Company shall have ninety (90) days from the expiration of the period set forth in Section 13(a) to close the sale of all or any part of such Offered Securities as to which a Notice of Acceptance has not been given by the Offerees (the "Refused Securities") to the Person or Persons specified in the Offer, but only in all respects upon terms and conditions, including, without limitation, share price and interest rates, which are no more favorable, in the aggregate, to such other Person or Persons or less favorable to the Company than those set forth in the Offer.

(ii) Reduction in Amount of Offered Securities. In the event the Company shall propose to sell less than all the Refused Securities (any such sale to be in the manner and on the terms specified in Section 13(c)(i) above), then each Offeree may, at its sole option and in its sole discretion, reduce the number or amount of Offered Securities specified in its respective Notices of Acceptance to an amount which shall be not less than the amount of the Offered Securities which the Offeree elected to purchase pursuant to Section 13(b) multiplied by a fraction, (i) the numerator of which shall be the amount of Offered Securities which the Company actually proposes to sell, and (ii) the denominator of which shall be the amount of all Offered Securities. In the event that any Offeree so elects to reduce the number or amount of Offered Securities specified in its respective Notices of Acceptance, the Company may not sell or otherwise dispose of more than the reduced amount of the Offered Securities until such securities have again been offered to the Offerees in accordance with Section 13(a).

(iii) Closing. Upon the closing, which shall include full payment to the Company, of the sale to such other Person or Persons of all or less than all the Refused Securities, the Offerees shall purchase from the Company, and the Company shall sell to the Offerees, the number of Offered Securities specified in the Notices of Acceptance, as reduced pursuant to Section 13(c)(ii) if the Offerees have so elected, upon the terms and conditions specified in the Offer. The purchase by the Offerees of any Offered Securities is subject in all cases to the preparation, execution and delivery by the Company and the Offerees of a purchase agreement relating to such Offered Securities reasonably satisfactory in form and substance to the Offerees and their respective counsel.

(d) Further Sale. In each case, any Offered Securities not purchased by the Offerees or other Person or Persons in accordance with Section 13(c) may not be sold or otherwise disposed of until they are again offered to the Offerees under the procedures specified in Sections 13(a), 13(b) and 13(c).

(e) Termination of Right of First Refusal. The rights of the Offerees under this Section 13 shall terminate immediately prior to, but subject to, the consummation of an Initial Public Offering (as defined in Section 13(g) below); *provided, however*, that the rights of the Investors pursuant to this Section 13 may be waived as to all of such Investors by the affirmative vote or written consent of holders of at least sixty percent (60%) of the voting power of the then outstanding Restricted Stock, and any such waiver shall be binding on all Investors, even if any of such Investors do not execute such waiver and irrespective of whether one or more Investors participates in the purchase of the Offered Securities.

(f) Exception. The rights of the Investors under this Section 13 shall not apply to any Exempted Securities and, subject to Section 13(g) below, any shares of Common Stock issued in an Initial Public Offering.

(g) Directed Share Program.

(i) In the event of an Initial Public Offering, the Company will establish, or cause the managing underwriter to establish, a directed share program to the extent consistent with applicable laws, rules and regulations (including, without limitation, rules and regulations promulgated by the Commission

and the FINRA), pursuant to which holders of Preferred Stock (the "Eligible Shares"), on a pro rata basis in accordance with their ownership of Eligible Shares shall have the option to purchase up to ten percent (10%) of the securities offered in the offering (not including securities offered in the over-allotment option) (the "Directed Shares") at the initial offering price to the public. The Investors holding Eligible Shares shall have a right of oversubscription with respect to the Directed Shares such that if any Investor fails to purchase its pro rata portion of the Directed Shares, the other Investors shall, among them, have the right to purchase up to the balance of the Directed Shares not so purchased. If, as a result thereof, such oversubscriptions exceed the total number of Directed Shares available in respect of such oversubscription privilege, the oversubscribing Investors shall be reduced with respect to their oversubscriptions on a pro rata basis or as they may otherwise agree among themselves. Each Investor shall have the right to transfer his right to buy any Directed Shares or any part thereof to any Qualified Transferee.

(ii) Notwithstanding Section 13(g)(i), if the Commission determines that the sale of Directed Shares as contemplated therein would violate the Securities Act, or if counsel for the Company determines that such sale would otherwise violate applicable laws, rules or regulations (including, without limitation, rules and regulations promulgated by the Commission and FINRA), then the Company shall be relieved of its obligation to offer such Directed Shares to the Investors, and the Company shall be deemed to have satisfied in full its obligations under Section 13(g)(i).

14. Covenants of the Company.

(a) Affirmative Covenants of the Company Other Than Reporting Requirements. Without limiting any other covenants and provisions hereof, and except to the extent the following covenants and provisions of this Section 14(a) are waived in any instance by the holders of sixty percent (60%) of the voting power of the holders of Restricted Stock and with the exception of Section 14(a)(xix) (Successor Indemnification), which Section 14(a)(xix) shall survive any termination or expiration of this Agreement, the Company hereby covenants and agrees that until the earlier of (i) the consummation of a Qualified Public Offering, (ii) a Deemed Liquidation Event, or (iii) at such time as less than (x) 4,500,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock), (y) 500,000 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding and (z) 500,000 shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with

respect to the Preferred Stock) are outstanding, the Company will perform and observe the following covenants and provisions, and will cause each Subsidiary, if and when such Subsidiary exists, to perform and observe such of the following covenants and provisions as are applicable to such Subsidiary:

(i) Payment of Taxes and Trade Debt. Pay and discharge, and cause each Subsidiary to pay and discharge, all taxes, assessments and governmental charges or levies imposed upon it or upon its income, profits or business, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any properties of the Company or any Subsidiary; *provided*, *however*, that neither the Company nor any Subsidiary shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings if the Company or any Subsidiary shall have set aside on its books sufficient reserves, if any, with respect thereto. Pay and cause each Subsidiary to pay, when due, or in conformity with customary trade terms, all lease obligations, all trade debt, and all other Indebtedness incident to the operations of the Company or its Subsidiaries, except such as are being contested in good faith and by proper proceedings if the Company or Subsidiary concerned shall have set aside on its books sufficient reserves, if any, with respect thereto.

(ii) Preservation of Corporate Existence. Preserve and maintain, and, unless the Company deems it not to be in its best interests, cause each Subsidiary to preserve and maintain, its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and qualify and remain qualified, and cause each Subsidiary to qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is necessary or desirable in view of its business and operations or the ownership or lease of its properties.

(iii) Compliance with Laws. Comply, and cause each Subsidiary to comply, with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, where noncompliance would cause a Material Adverse Change.

(iv) Inspection. Permit, upon reasonable request and notice, each of the Investors or any agents or representatives thereof, to examine and make copies of and extracts from the books of account of, and visit and inspect the properties of the Company and any Subsidiary, to discuss the affairs, finances and accounts of the Company and any Subsidiary with any of its officers, directors or Key Employees and independent accountants, and consult with and advise the management of the Company and any Subsidiary as to their affairs, finances and accounts, all at reasonable times during normal business hours.

(v) Keeping of Records and Books of Account. Keep, and cause each Subsidiary to keep, adequate records and books of account in which complete entries will be made in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of the Company and any Subsidiary, and in which, for each fiscal year, all proper reserves for depreciation, depletion, returns of merchandise, obsolescence, amortization, taxes, bad debts and other purposes in connection with its business shall be made.

(vi) Maintenance of Properties. Maintain and preserve, and cause each Subsidiary to maintain and preserve, all of its properties and assets, necessary for the proper

conduct of its business, in good repair, working order and condition, ordinary wear and tear excepted.

(vii) Compliance with ERISA. Comply, and cause each Subsidiary to comply, with all minimum funding requirements applicable to any pension, employee benefit plans or employee contribution plans which are subject to ERISA or to the Code or any similar foreign laws, and comply, and cause each Subsidiary to comply, in all other material respects with the provisions of ERISA and the Code and any similar foreign laws, and the rules and regulations thereunder, which are applicable to any such plan. The Company shall not permit any event or condition to exist which could permit any such plan to be terminated under circumstances which would cause the lien provided for in Section 4068 of ERISA or any similar foreign laws to attach to the assets of the Company or any Subsidiary.

(viii) Budgets Approval. Not later than 30 days prior to the commencement of each fiscal year, prepare and submit to, and obtain the approval of a majority of the Board of Directors, including the vote or consent of a majority of the Investor Directors, of, a business plan and monthly operating

budgets in detail for the upcoming fiscal year, including capital and operating expense budgets, cash flow projections and profit and loss projections, all itemized in reasonable detail (including itemization of provisions for officers' compensation). Review the budget and business plan periodically, and resubmit all changes therein and all material deviations therefrom to the Board of Directors. The Company shall not enter into any activity not in the ordinary course of business and not envisioned by the budget and business plan, unless approved by the affirmative vote of a majority of the members of the Board of Directors, including the vote or consent of a majority of the Investor Directors.

(ix) Financings. Inform the Board of Directors of any negotiations, bona fide offers or contracts relating to possible material financings for the Company, whether initiated by the Company or any other Person, except for (A) arrangements with trade creditors, and (B) utilization by the Company or any Subsidiary of commercial lending arrangements with financial institutions.

(x) By-laws. Cause the by-laws of the Company to provide that, unless otherwise required by the laws of the Commonwealth of Virginia, (i) any one director, and (ii) any holder or holders of at least 10% of the outstanding shares of any series of Preferred Stock, shall have the right to call a meeting of the Board of Directors or stockholders. At all times maintain provisions in the by-laws of the Company or the Articles of Incorporation indemnifying all directors against liability to the maximum extent permitted under the laws of the Commonwealth of Virginia.

(xi) Non-Competition, Non-Solicitation and Non-Disclosure Agreements. The Company will obtain a duly executed non-competition, non-solicitation and non-disclosure agreement from each officer of the Company and Key Employee of the Company.

(xii) New Developments. Where reasonably practicable, cause all technological developments, patentable or unpatentable inventions, discoveries or improvements by the Company's or any Subsidiary's officers or employees to be documented in accordance with the appropriate professional standards, cause all officers and employees and, to the best of

the Company's or any Subsidiary's ability, consultants of the Company or/and Subsidiary, to execute nondisclosure and invention assignment agreements in favor of the Company or any Subsidiary and, where possible and deemed by management to be appropriate based on the advice of legal counsel and other considerations, to file and prosecute United States and foreign patent or copyright applications relating to and protecting such developments on behalf of the Company or any Subsidiary.

(xiii) Meetings of Directors. Hold meetings of the Board of Directors not less than once every three (3) months, unless otherwise approved by the Board of Directors, including a majority of the Investor Directors.

(xiv) Expenses of Directors and Observers. Promptly reimburse in full, each director of the Company who is not an employee of the Company and each observer representing an Investor for all of his reasonable out-of-pocket expenses incurred in attending each meeting of the Board of Directors or any committee thereof.

(xv) Stock Option Plans. Maintain a stock option plan in form and substance reasonably satisfactory to the Investors and their special counsel. Such plan, as well as each other stock option plan or stock purchase agreement involving employees, directors or consultants of the Company adopted by the Company from time to time shall provide that each option granted or restricted stock purchased thereunder shall vest (A) with respect to twenty-five percent (25%) of the shares subject to such grant or purchase, one (1) year after the date of such grant or purchase and (B) with respect to the remaining shares subject to such grant or purchase, on a monthly basis at a rate of 2.0833% over a period of three years thereafter or on such other schedule as shall be approved by a majority of the Board of Directors and such majority of the Board of Directors shall include a majority of the Investor Directors.

(xvi) Compensation Committee. The Compensation Committee shall consist of three directors, which shall include the Longitude Director, Skyline Director and one other Investor Director. The Compensation Committee will have all such responsibilities as are customarily assigned to such committees, provided that the terms of employment and compensation, including any bonus or bonus plan, of all executive officers of the Company, and any option grant to executive officers or option plan, will be subject to approval by the Board of Directors, including the vote or consent of a majority of the Investor Directors; *provided, however*, the Board of Directors shall not approve an employee's compensation in amounts which are greater than amounts recommended by the Compensation Committee. The Compensation Committee shall also administer the Company's stock option plan.

(xvii) Audit Committee. The Board of Directors shall maintain an Audit Committee, which shall consist of three Investor Directors, including, at their respective option, each of the Longitude Director and the Skyline Director. The Audit Committee will have all such responsibilities as are customarily assigned to such committees. The Company shall promptly provide all documents and records as the Audit Committee may request from time to time.

(xviii) Insurance. The Company will use its commercially reasonable efforts to obtain as soon as reasonably practicable and maintain in full force and effect (i) director and

officer liability insurance in the amount of at least three million dollars ($3,000,000), and upon other terms reasonably acceptable to the Investors, and (ii) property and business insurance on the terms and conditions approved by the Board of Directors, including the vote or consent of a majority of the Investor Directors. The Company shall also, within thirty (30) days after the date hereof, use its commercially reasonable best efforts to obtain and maintain from responsible and reputable insurance companies or associations employment practices insurance on the terms and conditions approved by the Board of Directors, including the vote or consent of a majority of the Investor Directors.

(xix) Successor Indemnification. If the Company or any of its successors or assignees consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the Company assume the obligations of the Company with respect to indemnification of members of the Board of Directors as in effect immediately before such transaction, whether such obligations are contained in the by-laws of the Company, the Articles of Incorporation, or elsewhere, as the case may be.

(xx) Indemnification of Investors. In the event that any Investor or any director, officer, employee, affiliate or agent thereof (each, an "Indemnitee") becomes involved in any capacity in any action, proceeding, investigation or inquiry (any of the foregoing, a "Proceeding") as a result of Indemnitee's role or position with the Company, the Company shall reimburse each Indemnitee for its legal and other expenses (including the cost of any investigation and preparation) as they are incurred by such Indemnitee in connection therewith. The Company also agrees to indemnify each Indemnitee, pay on

demand and protect, defend, save and hold harmless from and against any and all liabilities, damages, losses, settlements, claims, actions, suits, penalties, fines, costs or expenses (including, without limitation, attorneys' fees) (any of the foregoing, a "Claim") incurred by or asserted against any Indemnitee of whatever kind or nature, arising from any breach of this Agreement by the Company. Notwithstanding the foregoing, the Company shall have no liability under this Section 14(a)(xx) to the extent that it is determined in a final judgment by a court of competent jurisdiction that any Proceeding or Claim resulted directly from the gross negligence or willful misconduct of the Indemnitee. The foregoing agreement shall be in addition to any rights that any Indemnitee may have at common law or otherwise. The Company shall advance all expenses reasonably incurred by or on behalf of the Indemnitees in connection with any Claim or potential Claim within thirty (30) days after the receipt by the Company of a statement or statements from the Indemnitee requesting such advance payment or payments from time to time provided that such Indemnitee has signed an undertaking pursuant to which the Indemnitee agrees to repay such advances in the event it is determined that such Indemnitee was not entitled to indemnification pursuant to this Section 14(a)(xx).

(xxi) Qualified Small Business Stock. The Company shall use commercially reasonable efforts to cause shares of Series C Preferred Stock and shares of Series B Preferred Stock, as well as any shares into which such shares are converted, within the meaning of Section 1202(f) of the Code, to constitute "qualified small business stock" as defined in Section 1202(c) of the Code; provided, however, that such requirement shall not be applicable if the Board of Directors of the Company determines, in its good-faith business judgment, that such

qualification is inconsistent with the best interests of the Company. The Company shall submit to its stockholders (including the Investors) and to the Internal Revenue Service any reports that may be required under Section 1202(d)(1)(C) of the Code and the regulations promulgated thereunder. In addition, within twenty (20) business days after any Investor's written request therefor, the Company shall, at its option, either (i) deliver to such Investor a written statement indicating whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code or (ii) deliver to such Investor such factual information in the Company's possession as is reasonably necessary to enable such Investor to determine whether (and what portion of) such Investor's interest in the Company constitutes "qualified small business stock" as defined in Section 1202(c) of the Code.

(b) Negative Covenants of the Company. Without limiting any other covenants and provisions hereof, the Company covenants and agrees that, until the earlier of (i) the consummation of a Qualified Public Offering, (ii) a Deemed Liquidation Event, or (iii) at such time as less than (x) 4,500,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock), (y) 500,000 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding and (z) 500,000 shares of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Company will comply with and observe the following covenants and provisions, and will cause each Subsidiary, if and when such Subsidiary exists, to comply with and observe such of the following covenants and provisions as are applicable to such Subsidiary, and will not, without the written consent or waiver of a sixty percent (60%) in interest of the holders of Restricted Stock:

(i) Assumptions or Guaranties of Indebtedness of Other Persons. Assume, guarantee, endorse or otherwise become directly or contingently liable on, or permit any Subsidiary to assume, guarantee, endorse or otherwise become directly or contingently liable on (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor or otherwise to assure the creditor against loss) any Indebtedness of any other Person, except for guaranties by endorsement of negotiable instruments for deposit or collection in the ordinary course of business, and except for the guaranties of the permitted obligations of any wholly-owned Subsidiary.

(ii) Distributions. Declare or pay any dividends, purchase, redeem, retire, or otherwise acquire for value any of its capital stock (or rights, options or warrants to purchase such shares) now or hereafter outstanding, return any capital to its stockholders as such, or make any distribution of assets to its stockholders as such, or permit any Subsidiary to do any of the foregoing (such transactions being hereinafter referred to as "Distributions"), except that any such Subsidiary may declare and make payment of cash and stock dividends, return capital and make distributions of assets to the Company, and except as specifically provided for in the Articles of Incorporation; *provided*, *however*, that nothing herein contained shall prevent the Company from:

(1) effecting a stock split (except for a reverse stock split) or declaring or paying any dividend consisting of shares of any class of capital stock to the holders of shares of such class of capital stock, or

(2) repurchasing the shares of Common Stock held by officers, employees, directors or consultants of the Company which are subject to restrictive stock purchase agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, including the termination of employment, at a price not in excess of the original purchase price paid to the Company by such officer, employee, director or consultant for such shares, if in the case of any such transaction the payment can be made in compliance with the other terms of this Agreement.

(iii) Issuance of Shares Reserved Under Company Equity Incentive Plans. Grant to any of its employees options or other rights to purchase stock under any equity incentive plan of the Company unless authorized by vote of the Board of Directors or its Compensation Committee.

(iv) Dealings with Affiliates and Others. Other than as contemplated by this Agreement, enter into, after the date of this Agreement, any transaction, including, without limitation, any loans or extensions of credit or royalty agreements, with any officer, director or Affiliate of the Company or any Subsidiary or any member of their respective immediate families or any corporation or other entity directly or indirectly affiliated with one or more of such officers, directors or members of their immediate families unless such transaction is approved in advance by a majority of the disinterested members of the Board of Directors; provided, however, that the Company shall not enter into any transaction with any officer or director of the Company (or any of their respective Affiliates) unless such transaction is also approved in advance by a majority of the Investor Directors (if such directors are not interested in such transaction).

(v) Transfers of Technology. Transfer any ownership or interest in, or material rights relating to, any of its Intellectual Property Rights to any Person which is not a member of the consolidated group of the Company and its Subsidiaries; *provided*, *however*, that this Section 14(b)(v) shall not apply to transfers of Intellectual Property Rights accomplished in the ordinary course of business.

(c) Reporting Requirements. Until the earlier of (i) the consummation of a Qualified Public Offering, (ii) a Deemed Liquidation Event, or (iii) at such time as less than (x) 4,500,000 shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) and (y) 500,000 shares of Series C Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, and (z) 500,000 shares of

Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding, the Company will furnish the following to each Major Investor:

(i) Monthly and Quarterly Reports: Within 45 days after the end of each fiscal quarter, unaudited financial statements of the Company and its Subsidiaries as of the end of such fiscal quarter and statements of income and retained earnings of the Company and its Subsidiaries for such fiscal quarter, setting forth in comparative form the corresponding figures for the corresponding period of the preceding fiscal year, and including comparisons to budgets for the applicable period, a cash flow analysis for such fiscal quarter, a schedule showing each expenditure of a capital nature during such fiscal quarter, all in reasonable detail; and together with a summary discussion of the Company's principal functional areas in reasonable detail. Within 30 days after the end of each month, unaudited financial statements of the Company and its Subsidiaries as of the end of such month and statements of income and retained earnings of the Company and its Subsidiaries for such month;

(ii) Annual Reports: Within 120 days after the end of each fiscal year of the Company, a copy of the annual audit report for such year for the Company and its Subsidiaries, including therein consolidated balance sheets of the Company and its Subsidiaries as of the end of such fiscal year and consolidated statements of income and of the Company and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all such consolidated statements to be duly certified by the chief financial officer of the Company and by such independent public accountants of recognized national or regional standing approved by a majority of the Board of Directors and such majority shall include a majority of the Investor Directors;

(iii) Budgets: As soon as available after approval by the Board of Directors and in any event no later than 30 days prior to the start of each Company fiscal year, an operating budget for the forthcoming fiscal year;

(iv) Notice of Adverse Changes: Promptly after the occurrence thereof and in any event within 10 days after each occurrence, notice of any Material Adverse Change in the operations or financial condition of the Company or any material default in any other material agreement to which the Company is a party;

(v) Written Reports: Promptly upon receipt or publication thereof, any written reports submitted to the Company by independent public accountants in connection with an annual or interim audit of the books of the Company and its Subsidiaries made by such accountants or by consultants or other experts in connection with such consultant's or other expert's review of the Company's operations or industry, and written reports prepared by the Company to comply with other investment or loan agreements;

(vi) Notice of Proceedings: Promptly after the commencement thereof, notice of all actions, suits, litigations and proceedings pending or, to the knowledge of the Company, threatened against the Company affecting any of its respective properties or assets, or against any officer, director, Key Employee or holder of more than 5% of the capital stock of the Company relating to such Person's performance of duties for the Company or relating to his stock ownership in the Company or otherwise relating to the business of the Company including, without limiting their generality, actions pending or, to the knowledge of the Company, threatened involving the prior employment of any of the Company's officers or employees in their use in connection with the Company's business of any information or techniques allegedly

proprietary to any of their former employees, or any event or condition on the basis of which such litigation, proceeding or investigation might properly be instituted before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Company or any Subsidiary;

(vii) Stockholders' and SEC Reports: Promptly upon sending, making available, or filing the same, such reports and financial statements as the Company or any Subsidiary shall send or make available to the stockholders of the Company or file with the Commission; and

(viii) Other Information: Such other information respecting the business, properties or the condition or operations, financial or other, of the Company as any such Major Investor may from time to time reasonably request.

The Major Investors hereby covenant and agree that all of the information disclosed to such Major Investors pursuant to the provisions of this Section 14(c) shall be treated in accordance with Section 14(a)(iv) of this Agreement, and that the Company shall not be obligated to deliver any information required by this Section 14(c) to any Person determined by the Board of Directors (including a majority of the Investor Directors) to be a competitor of the Company.

(d) Longitude Observer. For so long as Longitude Capital and its Affiliated Parties ("Longitude") hold at least 2,000,000 shares of Preferred Stock (subject to appropriate adjustment to reflect any stock split or similar corporate event affecting the Preferred Stock), the Company will permit Longitude to designate one (1) person affiliated with Longitude ("Longitude Observer"), who shall initially be Josh Richardson, to attend all meetings of the Board of Directors in a non-voting observer capacity, and shall provide such representative with such notice and other information with respect to such meetings as are delivered to the directors of the Company; *provided, however*, that such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and *provided further*, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets, or if such representative is a competitor of the Company.

(e) Skyline Observer. For so long as Skyline Ventures and its Affiliated Parties ("Skyline") hold at least 2,000,000 shares of Preferred Stock (subject to appropriate adjustment to reflect any stock split or similar corporate event affecting the Preferred Stock), the Company will permit Skyline to designate one (1) person affiliated with Skyline ("Skyline Observer") to attend all meetings of the Board of Directors in a non-voting observer capacity, and shall provide such representative with such notice and other information with respect to such meetings as are delivered to the directors of the Company; *provided, however*, that such representative shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; and *provided further*, that the Company reserves the right to withhold any information and to exclude such representative from any meeting or portion thereof if access to such information or attendance at such meeting could adversely affect the attorney-client

privilege between the Company and its counsel or result in disclosure of trade secrets, or if such representative is a competitor of the Company.

(f) Confidential Information. Each Investor agrees that he, she or it will keep confidential and will not disclose, divulge or use for any purpose, other than to monitor its investment in the Company, any Confidential Information, unless such Confidential Information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 14 by such Investor), (b) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose Confidential Information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company, (ii) to any Affiliated Party of such Investor, provided that such party is obligated not to disclose, divulge or use any Confidential Information to the same extent as the Investors, or (iii) as may otherwise be required by law, provided that the Investor takes reasonable steps to minimize the extent of any such required disclosure. Notwithstanding the foregoing, such information shall not be deemed confidential for the purpose of enforcing this Agreement. Further, each Investor is allowed to use but not disclose any Confidential Information of the Company retained in the unaided memories of such Investor or its employees or agents having a need to know the contents of such information in the making and managing of investments of such Investor.

15. Miscellaneous.

(a) Binding Effect; Assignment. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including without limitation transferees of any Preferred Stock or Restricted Stock), whether so expressed or not, *provided*, *however*, that registration rights conferred herein on the holders of Preferred Stock or Restricted Stock shall only inure to the benefit of a transferee of Preferred Stock or Restricted Stock if (A) (i) there is transferred to such transferee at least 25% of the shares of Restricted Stock held by the holder on the date of this Agreement to the direct or indirect transferor of such transferee or (ii) such transferee is a partner, retired partner, member, retired member, stockholder or Affiliate of a party hereto, (B) the transferee agrees in writing to be bound by the terms hereof and (C) the Company is notified of the name and address of any transferee.

(b) Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed delivered (i) three business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

if to the Company, at Collegium Pharmaceutical, Inc., 780 Dedham Street, Suite 800, Canton, MA 02021, Attn: Chief Executive Officer, with a copy to Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110, Attention: Robert Chow, Esq.;

if to an Investor, at the address of such Investor as set forth on Exhibit A attached hereto;

if to any subsequent holder of Preferred Stock or Restricted Stock, to it at such address as may have been furnished to the Company in writing by such holder.

Any party may give any notice, request, consent or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section 15(b).

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the Virginia Stock Corporation Act as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

(d) Amendment and Waivers. This Agreement may not be amended nor terminated, and no provision hereof may be waived, without the written consent of the Company and the holders of at least 60% of the Restricted Stock held by all Investors. Notwithstanding the foregoing, this Agreement may not be amended nor terminated and the observance of any term hereunder may not be waived with respect to any Investor without the written consent of such Investor unless such amendment, termination or waiver applies to all Investors in the same fashion (it being agreed that a waiver of the provisions of Section 13 with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase securities in such transaction). Further, notwithstanding the foregoing, Section 14(d) of this Agreement shall not be amended or waived without the written consent of Longitude and Section 14(e) of this Agreement shall not be amended or waived without the written consent of Skyline. Any amendment, termination or waiver effected in accordance with this Section 15(d) shall be binding on all parties hereto, even if they do not execute such consent. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

(e) Counterparts; Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures.

(f) Termination of Registration Rights. The obligations of the Company to register shares of Restricted Stock under Sections 5, 6 or 7 shall terminate upon the earlier of (i) the third anniversary of the date of a Qualified Public Offering, or (ii) immediately prior to the closing of Deemed Liquidation Event.

(g) IPO Lock-up Agreement; Confidentiality of Notices. Each holder of Restricted Stock who is party to the Agreement hereby agrees that it will not, without the prior written consent of the managing underwriter(s), during the period commencing on the date of the final

prospectus relating to the initial registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 (the "IPO") and ending on the date specified by the Company and the managing underwriter(s) (such period not to exceed one hundred eighty (180) days, or such other period as may be required to accommodate applicable regulatory restrictions on (1) the publication or other distribution of

research reports and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 15(g) shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the holder of Restricted Stock or the immediate family of such holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, and shall be applicable to the holders of Restricted Stock only if all officers, directors and all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock) are subject to the same restrictions. The underwriters in connection with such registration are intended third party beneficiaries of this Section 15(g) and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each holder of Restricted Stock further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 15(g) or that are necessary to give further effect thereto. If any officer, director or one percent (1%) stockholder of the Company is granted an early release with respect to all or a portion of the securities held by such holder from such holder's lock-up agreement, then each holder of Restricted Stock shall also be granted an early release from its obligations hereunder on a pro-rata basis based on the aggregate percentage of shares held by the officers, directors or one percent (1%) stockholders being released from such holders' lock-up agreements; provided, however, that such release of the holder of Restricted Stock shall not apply to such early releases of officers, directors and greater than one percent (1%) stockholders approved by the Board of Directors which involve financial hardship situations of up to $1,000,000 in the aggregate. Any Investor receiving any written notice from the Company regarding the Company's plans to file a registration statement shall treat such notice confidentially and shall not disclose such information to any Person other than as necessary to exercise its rights under this Agreement.

(h) Company Right to Delay Registration. Notwithstanding the provisions of Section 8(a), the Company's obligation to file a registration statement or cause such registration statement to become and remain effective, shall be suspended for a period not to exceed 90 days in any 12 month period if there exists at the time material non-public information relating to the Company which, in the reasonable opinion of the Company, should not be disclosed.

(i) Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of the holders of at least 60% of the Restricted Stock, enter into any agreement with any holder or prospective holder of any securities of the Company with registration rights superior to, or on a parity with, the registration rights provided to the Investors hereunder; provided that this limitation shall not apply to any additional holder of Restricted Stock who becomes a party to this Agreement in accordance with Section 15(a).

(j) Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

(k) Restatement of Prior Agreement; Complete Agreement. The Company and the holders of sixty percent (60%) of the voting power of the Restricted Stock (as defined in the Prior Agreement) agree that, effective as of the Effective Time (as defined in the Merger Agreement) of the Reincorporation, (i) the Prior Agreement is hereby amended in its entirety by this Agreement, (ii) the provisions of the Prior Agreement shall no longer be of any force or effect and (iii) this Agreement constitutes the only agreement, contract or understanding among the Investors and the Company relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Seventh Amended and Restated Investor Rights Agreement as a sealed instrument as of the day and year first above written.

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

[*Signature page continues*]

[Signature Page to Investor Rights Agreement]

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

[*Signature page continues*]

[Signature Page to Investor Rights Agreement]

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ Kerensa Kenny
Authorized Member of the General Partners

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

/s/ E. Hunterson Henrie
E. Hunterson Henrie

/s/ Rawle Michelson
Rawle Michelson

[*Signature page continues*]

[Signature Page to Investor Rights Agreement]

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP

By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltungs GmbH

By: /s/ Martin J. Hernon
Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership,
Its: General Partner

By: /s/ Martin J. Hernon
General Partner

/s/ Matthew Strobeck
Matthew Strobeck

[Signature Page to Investor Rights Agreement]

Steven N. Tannenbaum

Theodore L. Iorio

[Signature Page to Investor Rights Agreement]

Phillip Satow

Michael S. Satow

Julie S. Satow

[Signature Page to Investor Rights Agreement]

WESTFIELD LIFE SCIENCES II LP

By:
Name:
Title:

WESTFIELD LIFE SCIENCES LP

By:
Name:
Title:

[Signature Page to Investor Rights Agreement]

COMERICA VENTURES INCORPORATED

By:
Name:
Title:

[Signature Page to Investor Rights Agreement]

JDS ASSOCIATES LLC

By: _____
Name:
Title:

[Signature Page to Investor Rights Agreement]

Exhibit A

Investors

Longitude Venture Partners, L.P.
***
Fax:

Longitude Capital Associates, L.P.
***
Fax:

Frazier Healthcare VI, LP
***
Fax: ***

Boston Millennia Partners II Limited Partnership
***
Fax: ***

Boston Millennia Partners II-A Limited Partnership
***
Fax: ***

Boston Millennia Partners GMBH & CO. KG
***
Fax: ***

Westfield Life Sciences LP
***
Fax: ***

Comerica Ventures Incorporated
Attn: Warrant Administrator
***

Michael S. Satow

Skyline Venture Partners V, L.P.
***
Fax: ***

Boston Millennia Associates II Partnership
***
Fax: ***

Strategic Advisors Fund Limited Partnership
***
Fax: ***

E. Hunterson Henrie, II
c/o Ferghana Partners
***
Fax: ***

Rawle Michelson
c/o Ferghana Partners
***
Fax: ***

Westfield Life Sciences II LP
***
Fax: ***

Matthew Strobeck
***

Phillip Satow
***

Julie S. Satow

***

JDS Associates LLC
***

Theodore L. Iorio
***

***

Steven N. Tannenbaum
***

PREFERRED SHAREHOLDER AGREEMENT

This Preferred Shareholder Agreement (this "Agreement") dated November 26, 2014 ("Effective Date") is entered into by and among (a) Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), (b) Boston Millennia Partners (as defined below), and (c) the Other Major Preferred Holders (as defined below).

WHEREAS, the Company completed on November 14, 2014 the initial closing of the issuance and sale of certain convertible promissory notes ("Notes") to certain existing investors of the Company pursuant to the terms of the certain Convertible Note Purchase Agreement dated as of November 14, 2014 by and among the Company and purchasers of Notes party thereto (the "2014 Bridge Financing");

WHEREAS, the Company will need to continue after the 2014 Bridge Financing to raise working capital through the issuance and sale of securities in one or more private placement transactions in which the Other Major Preferred Holders may participate as investors ("Future Financings");

WHEREAS, Boston Millennia Partners II Limited Partnership, Boston Millennia Partners II-A Limited Partnership, Boston Millennia Partners GmbH & Co. KG, Strategic Advisors Fund Limited Partnership and Boston Millennia Associates II Partnership (collectively, "Boston Millennia Partners") together hold more than 1,000,000 shares of the Company's Preferred Stock and are subject to the "Special Mandatory Conversion" provisions of Article Fourth, Part D, Section 5A (the "Special Mandatory Conversion Provision") of the Company's Articles of Incorporation, as amended (the "Charter");

WHEREAS, pursuant to the Charter, the holders of at least sixty percent (60%) of the voting power of the outstanding shares of the Company's Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock, voting or consenting together as a single class on an as-converted to Common Stock basis, have the voting power to waive the Special Mandatory Conversion provisions;

WHEREAS, Longitude Venture Partners, L.P., Longitude Capital Associates, L.P., Skyline Venture Partners V, L.P. and Frazier Healthcare VI, L.P. (collectively, the "Other Major Preferred Holders") as a group hold greater than sixty percent (60%) of the voting power of the outstanding shares of the Company's Series C Preferred Stock, Series B Preferred Stock and Series A Preferred Stock, voting or consenting together as a single class on an as-converted to Common Stock basis; and

WHEREAS, subject to certain conditions set forth herein, the Other Major Preferred Holders agree that they will vote their shares to waive application of the Special Mandatory Conversion Provision or other similar conversion provisions or other devices or mechanisms that may be adopted that are intended to incentivize the continued investment in the Company by existing holders of the Company's Preferred Stock (collectively, "Pay to Play Provisions").

NOW THEREFORE, intending to be legally bound, and in consideration of the mutual agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. Definitions.

1.1. "2014 Bridge Financing First Tranche" means the initial closing of the 2014 Bridge Financing, plus the closing of the BMP Bridge Amount.

1.2. "Affiliate" means of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

1.3. "BMP Bridge Amount" means $754,828.55.

1.4. "BMP Maximum Future Pro Rata Amount" means $453,509.09.

1.5. "Investor" means each of Boston Millennia Partners and the Other Major Preferred Holders.

1.6. "Maximum Amount" means $13,791,662.36.

1.7. "Pro Rata Amount" shall mean the product of (i) 19.21% and (ii) the aggregate dollar amount of capital invested by the Other Major Preferred Holders (other than the 2014 Bridge Financing First Tranche).

1.8. "Person" means an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity.

1.9. "Shares" means and includes any securities of the Company the holders of which are entitled to vote, including without limitation, all shares of Common Stock and Preferred Stock, by whatever name called, now owned or subsequently acquired by an Investor, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

2. Conditional Waiver of Pay-to-Play Provisions.

2.1. Conditional Waiver. Subject to Section 2.2 and Section 2.3, each Other Major Preferred Holder hereby agrees to vote the Shares that such Other Major Preferred Holder owns or over which such Other Major Preferred Holder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) to waive the Special Mandatory Conversion and any Pay-to-Play Provisions that may be implemented in the future, if any, in connection with Future Financings (the "Conditional Waiver").

2.2. Condition Precedent to Waiver. The effectiveness of the Conditional Waiver set forth in Section 2.1 above, shall be subject to the satisfaction or occurrence of the following condition (the "Condition Precedent"):

i. Boston Millennia Partners and its Affiliates investing the full BMP Bridge Amount in the 2014 Bridge Financing.

2.3. Conditions to Continued Waiver. Each Other Major Preferred Holder agreement to vote the Shares that such Other Major Preferred Holder owns or over which such Other Major Preferred Holder otherwise exercises voting power, in accordance with the Conditional Waiver shall be subject to the satisfaction or occurrence of the following conditions (the "Future Financing Condition"):

i. With respect to any Future Financing (other than in respect of the 2014 Bridge Financing First Tranche), Boston Millennia Partners and its Affiliates must invest or have previously invested at least an amount equal to the lesser of (a) their Pro Rata Amount or (b) the BMP Maximum Future Pro Rata Amount.

2.4. Expiration. The Conditional Waiver shall automatically terminate and expire, and the Other Major Preferred Holders will have no obligation to vote the Shares such Other Major Preferred Holder owns or over which such Other Major Preferred Holder otherwise exercises voting power in accordance with the Conditional Waiver, on the earliest of the following: (a) the failure to satisfy or non-occurrence of the Condition Precedent, (b) the failure to satisfy or the non-occurrence of the Future Financing Condition and (c) such time as the aggregate amount invested by the Other Major Preferred Holders in the aggregate of (x) the 2014 Bridge Financing First Tranche, plus (y) any Future Financings is equal to the Maximum Amount.

3. Approval of Future Financings: Subject to approval of any Future Financings by (i) the Company's Board of Directors and (ii) the holders of at least sixty percent (60%) of the voting power of the then outstanding shares of the Company's Preferred Stock approving Future Financings ("Approving Investors"'}, then each of the Investors party hereto agrees: (a) with respect to all Shares that such Investor owns or over which such Investor otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, Future Financings (together with any related amendment to the Company's certificate of incorporation in connection with Future Financings, including, without limitation, any amendment for implementing any Pay to Play Provision in connection with Future Financings); and (b) to execute and deliver all related documentation and take such other action in support of Future Financings as shall reasonably be requested by the Company or the Approving Investors in order to carry out the terms and provision of this Section 4. including, without limitation, executing and delivering any purchase agreement, shareholder agreement, consent, waiver, governmental filing, and any similar or related documents, including, without limitation, any agreement for implementing any Pay to Play Provision agreed to in connection with Future Financings.

4. Miscellaneous.

4.1. Amendment. Any provision of this Agreement may be amended by a written agreement signed by the Company and all of the Investors.

4.2. Severability. In the event that any court or any governmental authority or agency declares all or any part of any section of this Agreement to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any other section of this Agreement, and in the event that only a portion of any section is so declared to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate the balance of such section.

4.3. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.4. Notices. All communications in connection with this Agreement shall be in writing and shall be deemed properly given if hand delivered, or sent by facsimile with verified receipt, or sent by overnight courier with adequate evidence of delivery or sent by registered or certified mail, return receipt requested, addressed to such entity's address as shown on the books of the Company or its transfer agent, and if to the Company, at its principal office, or such other address or persons as the recipient shall have designated to the sender by a written notice given in accordance with this Section 4.4. Any notice called for hereunder shall be deemed given when received.

4.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

4.6. Counterparts. This Agreement may be executed in two or more counterparts, each which shall be deemed an original but all of which shall together constitute one and the same instrument. Facsimile signatures may be relied upon as and deemed to be originals for the purposes of effecting the provisions of this Agreement.

4.7. Headings. The headings used herein are solely for the convenience of the parties and shall not serve to modify or interpret the text of the Sections at the beginning of which they appear.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have executed this Preferred Shareholder Agreement as of the date first written above

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: Chief Executive Officer

OTHER MAJOR PREFERRED HOLDERS:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

OTHER MAJOR PREFERRED HOLDERS (continued):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ John G. Freund
John G. Freund, Managing Director

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

BOSTON MILLENNIA PARTNERS:

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltunge GmbH

By: /s/ Martin J. Hernon
Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 4 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO RULE 144 OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

WARRANT TO PURCHASE STOCK

Corporation:	COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation
Number of Shares:	33,746 (subject to Section 1.6)
Class of Stock:	Series D-l Convertible Preferred Stock
Warrant Price:	$1.778 per share
Issue Date:	October 28, 2010
Expiration Date:	October 28,2017 (Subject to Section 4.1)

THIS WARRANT TO PURCHASE STOCK (THIS "WARRANT") CERTIFIES THAT, for good and valuable consideration, the receipt of which is hereby acknowledged, COMERICA BANK, a Texas banking association, or its assignee ("Holder"), is entitled to purchase the number of fully paid and nonassessable shares of the class of securities (the "Shares") of COLLEGIUM PHARMACEUTICAL, INC. (the "Company") at the Warrant Price, all as set forth above and as adjusted pursuant to the terms of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

ARTICLE 1
EXERCISE

1.1 Method of Exercise. Holder may exercise this Warrant by a duly executed Notice of Exercise in substantially the form attached as Appendix I to the principal office of the Company (or such other appropriate location as Holder is so instructed by the Company). Holder shall also deliver to the. Company a check, wire transfer (to an account designated by the Company) or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 [Reserved].

1.3 Delivery of Certificate and New Warrant. Within 30 days after Holder exercises this Warrant and the Company receives payment of the aggregate Warrant Price, the Company shall deliver to Holder certificates for the Shares acquired and, if this Warrant has not been fully exercised and has not expired, a new warrant representing the Shares not so acquired.

1.4 Replacement of Warrants. In the case of loss, theft or destruction of this Warrant, upon delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of mutilation, upon surrender and cancellation of this Warrant, the

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Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor.

1.5 Acquisition of the Company.

1.5.1 "Acquisition." For the purpose of this Warrant, "Acquisition" means (a) any sale, license, or other disposition of all or substantially all of the assets (including intellectual property) of the Company, or (b) any reorganization, consolidation, merger, sale of the voting securities of the Company or other transaction or series of related transactions where the holders of the Company's securities before the transaction or series of related transactions beneficially own less than 50% of the outstanding voting securities of the surviving entity after the transaction or series of related transactions.

1.5.2 Treatment of Warrant in the Event of an Acquisition. The Company shall give Holder written notice at least 20 days prior to the closing of any proposed Acquisition. The Company will use commercially reasonable efforts to cause (i) the acquirer of the Company, (ii) successor or surviving entity or (iii) parent entity in an Acquisition (the "Acquirer") to assume this Warrant as a part of the Acquisition.

(a) If the Acquirer assumes this Warrant, then this Warrant shall be exercisable for the same securities, cash, and property as would be payable for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on the record date for the Acquisition and subsequent closing. The Warrant Price shall be adjusted accordingly, and the Warrant Price and number and class of Shares shall continue to be subject to adjustment from time to time in accordance with the provisions hereof.

(b) If the Acquirer refuses to assume this Warrant in connection with the Acquisition, the Company shall give Holder an additional written notice at least ten (10) days prior to the closing of the Acquisition of such fact. In such event, notwithstanding any other provision of this Warrant to the contrary, Holder may immediately exercise this Warrant in the manner specified in this Warrant with such exercise effective immediately prior to closing of the Acquisition. If Holder elects not to exercise this Warrant, then this Warrant will terminate immediately prior to the closing of the Acquisition. Notwithstanding any other provision of this Warrant to the contrary if the Acquirer refuses to assume this Warrant in connection with such Acquisition, other than in connection with an Excluded Acquisition (as defined below), then effective as of the date that is ten (10) days prior to the closing of such Acquisition, the Holder shall have the option to elect (i) that the Warrant Price be adjusted, without further action of any party, to $0.01 per share or (ii) to put this Warrant to the Company for a per Share amount equal to the difference between the Acquisition consideration payable for one Share and the Warrant Price. As used herein, an "Excluded Acquisition" means, an Acquisition where the consideration that the holders of the Shares are entitled to receive on account of the Shares consists entirely of cash and/or shares of common stock that are publicly traded on a national exchange and where the shares, if any, receivable by the Holder of this Warrant were the Holder to exercise this Warrant in full immediately prior to the closing of such Acquisition may be publicly re-sold by the Holder in their entirety within the three (3) months following such closing pursuant to Rule 144 or an effective registration statement under the Act.

ARTICLE 2
ADJUSTMENTS TO THE SHARES

2.1 Stock Splits, and Combinations; Other Dividends and Distributions.

2.1.1 Adjustment for Stock Splits and Combinations. In the event the Company at any time, or from time to time after the Issue Date shall make or issue, or fix a record date for the determination of holders of Shares entitled to receive, a dividend or other distribution payable in additional Shares, then and in each such event the Purchase Price then in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Purchase Price then in effect by a fraction: (a) the numerator of which shall be the total number of Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (b) the denominator of which shall be the total number of Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Shares issuable in payment of such dividend or distribution; provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Warrant Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Warrant Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends or distributions.

2.1.2 Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Issue Date shall make or issue, or fix a record date for the determination of holders of Shares entitled to receive, a dividend or other distribution payable in securities of the Company (other than Shares) or in cash or other property (other than regular cash dividends paid out of earnings or earned surplus, determined in accordance with generally accepted accounting principles), then and in each such event provision shall be made so that the Holder shall receive upon exercise hereof, in addition to the number of Shares issuable hereunder, the kind and amount of securities of the Company, cash or other property which the Holder would have been entitled to receive had this Warrant been exercised on the date of such event and had the Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained any such securities receivable during such period, giving application to all adjustments called for during such period under this Section 2,1(V) with respect to the rights of the Holder.

2.2 Reclassification, Exchange or Substitution. Upon any reclassification, exchange, substitution, or other event that results in a change of the number and/or class of the securities issuable upon exercise or conversion of this Warrant, Holder shall be entitled to receive, upon exercise or conversion of this Warrant, the number and kind of securities and property that Holder would have received for the Shares if this Warrant had been exercised immediately before such reclassification, exchange, substitution, or other event. Such an event shall include any automatic conversion of the outstanding or issuable securities of the Company of the same class or series as the Shares to common stock pursuant to the terms of the Company's Articles/Certificate of Incorporation upon the closing of a registered public offering of the Company's common stock. The Company or its successor shall promptly issue to Holder a new warrant for such new securities or other property. The new warrant shall provide for adjustments

which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 2 including, without limitation, adjustments to the Warrant Price, the number of securities or property issuable upon exercise of the new warrant and expiration date. The provisions of this Section 2.2 shall similarly apply to successive ^classifications, exchanges, substitutions, or other events.

2.3 Adjustments for Combinations, Etc. If the outstanding Shares are combined or consolidated, by reclassification, reverse split or otherwise, into a lesser Number of Shares, the Warrant Price shall be proportionately increased. If the outstanding Shares are split or multiplied, by reclassification or otherwise, into a greater Number of Shares, the Warrant Price shall be proportionately decreased.

2.4 Adjustments for Diluting Issuances. In the event of the issuance (a "Diluting Issuance") by the Company, after the Issue Date of this Warrant, of securities at a price per share less than the Warrant Price, then the number of shares of common stock issuable upon conversion of the Shares shall be adjusted in accordance with those provisions of the Company's Articles/Certificate of Incorporation, a copy of which is attached hereto as Exhibit B, which apply to Diluting Issuances as if the Shares were outstanding on the date of such Diluting Issuance. The provisions set forth for the Shares in the Company's Articles/Certificate of Incorporation relating to the above in effect as of the Issue Date may not be amended, modified or waived, without the prior written consent of Holder unless such amendment, modification or waiver affects the rights associated with the Shares in the same manner as such amendment, modification or waiver affects the rights associated with al! other shares of the same series and class as the Shares granted to the Holder Under no circumstances shall the aggregate Warrant Price payable by the Holder upon exercise of this Warrant increase as a result of any adjustment arising from a Diluting Issuance.

2.5 No Impairment. The Company shall not, by amendment of its Articles or Certificate of Incorporation or through a reorganization, transfer of assets, consolidation, merger, dissolution, issue, or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in carrying out all the provisions of this Article 2 and in taking ail such action as may be necessary or appropriate to protect Holder's rights under this Article 2 against impairment.

2.6 Certificate as to Adjustments. Upon each adjustment of the Warrant Price, the Company at its expense shall promptly compute such adjustment, and furnish Holder with a certificate signed by its Chief Financial Officer setting forth such adjustment and the facts upon which such adjustment is based. The Company shall, upon written request, furnish Holder a certificate setting forth the Warrant Price in effect upon the date thereof and the series of adjustments leading to such Warrant Price.

2.7 Fractional Shares. No fractional Shares shall be issuable upon exercise of this Warrant and the Number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional share interest arises upon any exercise of this Warrant, the Company shall eliminate such fractional share interest by paying Holder an amount computed by multiplying the

fractional interest by the fair market value, as determined by the Company's Board of Directors, of a full Share.

ARTICLE 3
REPRESENTATIONS AND COVENANTS OF THE COMPANY

3.1 Representations and Warranties.

3.1.1 The Company hereby represents and warrants to, and agrees with, the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the fair market value of the Shares as of the date of this Warrant.

(b) All Shares which may be issued upon the exercise of the purchase right represented by this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and nonassessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws.

(c) The Company's capitalization table delivered to Holder as of the Issue Date is true and complete as of the Issue Date.

3.1.2 The Holder hereby represents and warrants to, and agrees with, the Company as follows:

(a) Holder represents and warrants to the Company as follows (a) Holder is acquiring the Warrant, and (if and when it exercises this Warrant) it will acquire the Shares, for its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and the Holder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof; (b) Holder is an "accredited investor" as defined in Rule 501 (a) under the Act of 1933, as amended; and (c) Holder has made such inquiry concerning the Company and its business and personnel as it has deemed appropriate.

3.2 Notice of Certain Events. If the Company proposes at any time (a) to declare any dividend or distribution upon its stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend; (b) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (c) to effect any reclassification or recapitalization of stock; or (d) to merge or consolidate with or into any other corporation, or sell, lease, license, or convey all or substantially all of its assets, or to liquidate, dissolve or wind up, then, in connection with each such event, the Company shall give Holder (I) at least 20 days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; and (2) in the case of the matters referred to in (c) and (d) above at least 20 days prior written notice of the date when the same will take place (and

specifying the date on which the holders of stock will be entitled to exchange their stock for securities or other property deliverable upon the occurrence of such event). Upon request, the Company shall provide Holder with such information reasonably necessary for Holder to evaluate its rights as a holder of this Warrant or Shares in the case of matters referred to (a), (b), (c) and (d) herein above.

3.3 Information Rights. So long as the Holder holds this Warrant and/or any of the Shares, the Company shall deliver to the Holder (a) promptly after mailing, copies of all communications, information and/or communiques to the shareholders of the Company, (b) within ninety (90) days after the end of each fiscal year of the Company, the annual audited financial statements of the Company certified by independent public accountants of recognized standing and (c) within forty-five (45) days after the end of each of the first three quarters of each fiscal year, the Company's quarterly, unaudited financial statements. In addition, and without limiting the generality of the foregoing, so long as the Holder holds this Warrant and/or any of the Shares, the Company shall afford to the Holder the same access to information concerning the Company and its business and financial condition as would be afforded to a holder of the class of Shares under applicable state law and/or any agreement with any holder of the class of Shares.

3.4 Registration Under the Act. The Company agrees that the Shares or, if the Shares are convertible into common stock of the Company, such common stock, shall be deemed "Registrable Securities" or otherwise entitled to "piggy back" registration rights in accordance with the terms of the that certain Fourth Amended and Restated Investor Rights Agreement dated as of June 23, 2008 by and among the Company and its investors party thereto (the "Agreement"), a copy of which is attached hereto as Exhibit C. The Company agrees that no amendments will be made to the Agreement which would have an adverse impact on Holder's registration rights hereunder this provision. Holder shall be deemed to be a party to the Agreement solely for the purpose of the above-mentioned registration rights.

ARTICLE 4
MISCELLANEOUS

4.1 Term; Exercise Upon Expiration. This Warrant is exercisable in whole or in part, at any time and from time to time on or before the Expiration Date set forth above; *provided, however*, that if the Company completes its initial public offering within the three-year period immediately prior to the Expiration Date, the Expiration Date shall automatically be extended until the third anniversary of the effective date of the Company's initial public offering. The Company shall give Holder written notice of Holder's right to exercise this Warrant not less than 90 days before the Expiration Date. If the notice is not so given, the Expiration Date shall automatically be extended until 90 days after the date the Company delivers such notice to Holder. The Company agrees that Holder may terminate this Warrant, upon notice to the Company, at any time in its sole discretion.

4.2 Legends. This Warrant and the Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND, EXCEPT AND PURSUANT TO THE PROVISIONS OF ARTICLE 4 BELOW, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO RULE 144 OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

4.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part without compliance with applicable federal and

state securities laws by the transferor and the transferee. The Company shall not require Comerica Bank ("Bank") or a Bank Affiliate (as defined herein) to provide an opinion of counsel or investment representation letter if the transfer is to Bank's parent company, Comerica Incorporated ("Comerica"), or any other affiliate of Bank ("Bank Affiliate").

4.4 Transfer Procedure. After receipt of the executed Warrant, Bank will transfer all of this Warrant to Comerica Ventures Incorporated, a non-banking subsidiary of Comerica and a Bank Affiliate ("Ventures"). Subject to the provisions of Section 4.3, Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the securities issuable, directly or indirectly, upon conversion of the Shares, if any) by giving the Company notice of the portion of this Warrant being transferred setting forth the name, address and taxpayer identification number of the transferee and surrendering this Warrant to the Company for reissuance to the transferee(s) (and Holder, if applicable); provided, however, that Holder may transfer all or part of this Warrant to its affiliates, including, without limitation, Ventures, at any time without notice or the delivery of any other instrument to the Company, and such affiliate shall then be entitled to all the rights of Holder under this Warrant and any related agreements, and the Company shall cooperate fully in ensuring that any stock issued upon exercise of this Warrant is issued in the name of the affiliate that exercises this Warrant. The terms and conditions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the holders hereof and their respective permitted successors and assigns.

4.5 Notices. All notices and other communications from the Company to the Holder, or vice versa, shall be deemed delivered and effective when given personally or mailed by first- class registered or certified mail, postage prepaid, or sent via a nationally recognized overnight courier service, fee prepaid, or on the first business day after transmission by facsimile, at such address or facsimile number as may have been furnished to the Company or the Holder, as the case may be, in writing by the Company or such Holder from time to time. Effective upon the receipt of executed Warrant and initial transfer described in Article 5.4 above, all notices to the Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

Comerica Ventures Incorporated
Attn: Warrant Administrator

***
***
Facsimile No. ***

All notices to the Company shall be addressed as follows:

COLLEGIUM PHARMACEUTICAL, INC.
400 Highland Corporate Drive
Cumberland, RI 02864
Attn: Chief Financial Officer
FAX: ( )

4.6 Amendments: Waiver. This Warrant and any term hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

4.7 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

4.8 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

4.9 Confidentiality. The Company hereby agrees to keep the terms and conditions of this Warrant confidential. Notwithstanding the foregoing confidentiality obligation, the Company may disclose information relating to this Warrant as required by law, rule, regulation, court order or other legal authority, provided that (i) the Company has given Holder at least ten (10) days' notice of such required disclosure, and (ii) the Company only discloses information that is required, in the opinion of counsel reasonably satisfactory to Holder, to be disclosed.

[Signature Page Follows]

EXECUTED as of the Issue Date.

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Steven N. Tannenbaum

Name: Steven N. Tannenbaum

Title: Exec V.P. & CFO

COMERICA BANK

By: /s/ Nathaniel R. Highlander

Name: Nathaniel R. Highlander

Title: V.P.

APPENDIX I

NOTICE OF EXERCISE

1. The undersigned hereby elects to purchase shares of the stock of COLLEGIUM PHARMACEUTICAL, INC. pursuant to the terms of the attached Warrant to Purchase Stock, and tenders herewith payment of the Warrant Price for such shares in full.

2. Please issue a certificate or certificates representing said shares in the name of the undersigned or in such other name as is specified below:

Comerica Ventures Incorporated
Attn: Warrant Administrator
***
Facsimile No. ***

3. The undersigned represents it is acquiring the shares solely for its own account and not as a nominee for any other party and not with a view toward the resale or distribution thereof except in compliance with applicable securities laws.

COMERICA VENTURES INCORPORATED or Assignee

_____
(Signature)

_____
(Name and Title)

_____
(Date)

Exhibit A

Reserved

Exhibit B

Certificate of Incorporation (including all amendments thereto)

Exhibit C

Fourth Amended and Restated Investor Rights Agreement dated as of June 23,2008 (including all amendments thereto)

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTIONS 5.3 AND 5.4 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: Collegium Pharmaceutical, Inc., a Delaware corporation
Number of Shares: As set forth below, subject to adjustment
Type/Series of Stock: Common Stock, $.001 par value per share
Warrant Price: $0.05 per Share, subject to adjustment
Issue Date: January 31, 2014
Expiration Date: January 30, 2024. See also Section 5.1(b)
Credit Facility: This Warrant to Purchase Stock ("**Warrant**") is issued in connection with that certain existing Loan and Security Agreement of between Silicon Valley Bank and the Company dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement of even date herewith between Silicon Valley Bank and the Company (as further amended and/or modified and in effect from time to time, the "**Loan Agreement**").

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, SILICON VALLEY BANK (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, "**Holder**") is entitled to purchase the number of fully paid and non-assessable shares (the "**Shares**") of the above-stated Type/Series of Stock (the "**Class**") of the above-named company (the "**Company**") at the above-stated Warrant Price, all as set forth herein and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant. Reference is made to Section 5.4 of this Warrant whereby Silicon Valley Bank shall transfer this Warrant to its parent company, SVB Financial Group.

A. Number of Shares. This Warrant shall be exercisable for the Initial Shares, plus the Additional Shares, if any (collectively, and as may be adjusted from time to time in accordance with the provisions hereof, the "**Shares**").

(1) Initial Shares. As used herein, "**Initial Shares**" means 14,430 shares of the Class, subject to adjustment from time to time in accordance with the provisions of this Warrant.

(2) Additional Shares. Upon each advance made pursuant to the Second Growth Capital B Term Loan (as defined in the Loan Agreement) made to the Company, this Warrant automatically shall also become exercisable for such number of additional shares of the Class (cumulatively, the "**Additional Shares**") as shall equal (a)(i) 0.02, multiplied by (ii) the principal amount of such advance made pursuant to the Second Growth Capital B Term Loan, divided by (b) 1.386 in effect on and as of the date of such advance made pursuant to the Second Growth Capital B Term Loan, subject to adjustment thereafter from time to time in accordance with the provisions of this Warrant.

SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time on or before the Expiration Date and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Cashless Exercise. On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to the Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to the Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A = the Fair Market Value (as determined pursuant to Section 1.3 below) of one Share; and

B = the Warrant Price.

1.3 Fair Market Value. If shares of the Class are then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**"), the fair market value of a Share shall be the closing price or last sale price of a share of the Class reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company. If shares of the Class are not then traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time after Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, "**Acquisition**" means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company (ii) any merger or consolidation of the Company into or with another person or entity (other than a merger or consolidation effected exclusively to change the Company's domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company's (or the surviving or successor entity's) outstanding voting power immediately after such merger, consolidation or reorganization (or, if such Company stockholders beneficially own a majority of the outstanding voting power of the surviving or successor entity as of immediately after such merger, consolidation or reorganization, such surviving or successor entity is not the Company); or (iii) any sale or other transfer by the stockholders of the Company of shares representing at least a majority of the Company's then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition. In the event of an Acquisition in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "**Cash/Public Acquisition**"), either (i) Holder shall exercise this Warrant pursuant to Section 1.1 and/or 1.2 and such exercise will be deemed effective immediately prior to and contingent upon the consummation of such Acquisition or (ii) if Holder elects not to exercise the Warrant, this Warrant will expire immediately prior to the consummation of such Acquisition.

(c) The Company shall provide Holder with written notice of its request relating to the Cash/Public Acquisition (together with such reasonable information as Holder may reasonably require regarding the treatment of this Warrant in connection with such contemplated Cash/Public Acquisition giving rise to such notice), which is to be delivered to Holder not less than seven (7) Business Days prior to the closing of the proposed Cash/Public Acquisition. In the event the Company does not provide such notice, then if, immediately prior to the Cash/Public Acquisition, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above would be greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised, and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon such exercise to the Holder and Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as the date thereof.

(d) Upon the closing of any Acquisition other than a Cash/Public Acquisition, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were

outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(e) As used in this Warrant, "**Marketable Securities**" means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in Trading Market, and (iii) Holder would be able to publicly re-sell, within six (6) months and one day following the closing of such Acquisition, all of the issuer's shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise this Warrant in full on or prior to the closing of such Acquisition.

SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in additional shares of the Class or other securities or property (other than cash), then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total number and kind of securities and property which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred. If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations substitutions, replacements or other similar events.

2.3 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.4 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company's expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, Class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from

Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, Class and number of Shares in effect upon the date of such adjustment.

SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, and agrees with, the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the fair market value of a share of the Class as determined by the most recently completed valuation of the Company's stock for purposes of its compliance with Section 409A of the Internal Revenue Code of 1986, as amended.

(b) All Shares which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class and other securities as will be sufficient to permit the exercise in full of this Warrant.

(c) The Company's capitalization table attached hereto as Schedule 1 is true and complete, in all material respects, as of the Issue Date.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Class, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class;

(d) effect an Acquisition or to liquidate, dissolve or wind up; or

(e) effect its initial, underwritten offering and sale of its securities to the public pursuant to an effective registration statement under the Act (the "**IPO**");

then, in connection with each such event, the Company shall give Holder:

(1) in the case of the matters referred to in (a) and (b) above, at least seven (7) Business Days prior written notice of the earlier to occur of the effective date thereof or the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of outstanding shares of the Class will be entitled thereto) or for determining rights to vote, if any;

(2) in the case of the matters referred to in (c) and (d) above at least seven (7) Business Days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event); and

(3) with respect to the IPO, at least seven (7) Business Days prior written notice of the date on which the Company proposes to file its registration statement in connection therewith.

Reference is made to Section 1.6(c) whereby this Warrant will be deemed to be exercised pursuant to Section 1.2 hereof if the Company does not give written notice to Holder of a Cash/Public Acquisition as required by the terms hereof. The Company will also provide information requested by Holder that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements.

SECTION 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER.

The Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the Shares to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of

evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom,

which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 No Stockholder Rights. Without limitation of any provision of this Warrant, Holder agrees that, as a Holder of this Warrant, Holder, as a Holder of this Warrant, will not have any rights as a stockholder of the Company, including, without limitation, any voting rights, until the exercise of this Warrant.

4.7 Market Stand-off Agreement. The Holder agrees that the Shares shall be subject to the Market Standoff provisions in Section 14(g) of the Company's Fifth Amended and Restated Investor Rights Agreement, as amended and in effect from time to time.

SECTION 5. MISCELLANEOUS.

5.1 Term; Automatic Cashless Exercise Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares issued upon such exercise to Holder.

5.2 Legends. Each certificate evidencing Shares shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN WARRANT TO PURCHASE STOCK ISSUED BY THE ISSUER TO SILICON VALLEY BANK DATED JANUARY 31, 2014, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issued upon exercise of this Warrant may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions

reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to SVB Financial Group (Silicon Valley Bank's parent company) or any other affiliate of Holder, provided that any such transferee is an "accredited investor" as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Transfer Procedure. After receipt by Silicon Valley Bank of the executed Warrant, Silicon Valley Bank will transfer all of this Warrant to its parent company, SVB Financial Group. By its acceptance of this Warrant, SVB Financial Group hereby makes to the Company each of the representations and warranties set forth in Section 4 hereof and agrees to be bound by all of the terms and conditions of this Warrant as if the original Holder hereof. Subject to the provisions of Section 5.3 and upon providing the Company with written notice, SVB Financial Group and any subsequent Holder may transfer all or part of this Warrant or the Shares issued upon exercise of this Warrant to any transferee, provided, however, in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of the portion of the Warrant and/or Shares being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable); and provided further, that any subsequent transferee other than SVB Financial Group shall agree in writing with the Company to be bound by all of the terms and conditions of this Warrant. Notwithstanding any contrary provision herein, at all times prior to the IPO, Holder may not, without the Company's prior written consent, transfer this Warrant or any portion hereof, or any Shares issued upon any exercise hereof, to any person or entity who directly competes with the Company, except in connection with an Acquisition of the Company by such a direct competitor.

5.5 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3rd) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.5. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

SVB Financial Group
Attn: Treasury Department
***
Telephone: ***
Facsimile: ***
Email address: ***

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

Collegium Pharmaceutical, Inc.
Attn: President
780 Dedham Street, Suite 800

Canton, Massachusetts 02021
Telephone: (781) 713-3721
Facsimile: (781) 828-4697
Email: kpotter@collegiumpharma.com

With a copy (which shall not constitute notice) to:

Pepper Hamilton LLP
Attn: Robert Chow
125 High Street, 19th Floor
Boston, Massachusetts 02110
Telephone: (617) 204-5100
Facsimile: (617) 204-5150
Email: chowr@pepperlaw.com

5.6 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.8 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement. Any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment thereto.

5.9 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

5.10 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.11 Business Days. "**Business Day**" is any day that is not a Saturday, Sunday or a day on which Silicon Valley Bank is closed.

[Remainder of page intentionally left blank]
[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Warrant to Purchase Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

"COMPANY"

Collegium Pharmaceutical, Inc.

By: /s/ Michael Heffernan

Name: Michael Heffernan
(Print)
Title: President

"HOLDER"

SILICON VALLEY BANK

By: /s/ Christina M. Zorzi

Name: Christina M. Zorzi
(Print)

Title: VP

APPENDIX 1

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right to purchase shares of the Common Stock of Collegium Pharmaceutical, Inc. (the "**Company**") in accordance with the attached Warrant To Purchase Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

o check in the amount of $ payable to order of the Company enclosed herewith

o Wire transfer of immediately available funds to the Company's account

o Cashless Exercise pursuant to Section 1.2 of the Warrant

o Other [Describe]

2. Please issue a certificate or certificates representing the Shares in the name specified below:

Holder's Name

(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Stock as of the date hereof.

HOLDER:

By:

Name:

Title:

(Date):

Appendix 1

SCHEDULE 1

Company Capitalization Table

Schedule 1

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTIONS 5.3 AND 5.4 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

WARRANT TO PURCHASE STOCK

Company: Collegium Pharmaceutical, Inc., a Delaware corporation

Number of Shares: 23,810, subject to adjustment

Type/Series of Stock: Common Stock, $.001 par value per share

Warrant Price: $.07 per Share, subject to adjustment

Issue Date: August 28, 2012

Expiration Date: August 27, 2022. See also Section 5.1(b)

Credit Facility: This Warrant to Purchase Stock ("**Warrant**") is issued in connection with that certain Loan and Security Agreement of even date herewith between Silicon Valley Bank and the Company (as amended and/or modified and in effect from time to time, the "**Loan Agreement**").

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, SILICON VALLEY BANK (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, "**Holder**") is entitled to purchase the number of fully paid and non-assessable shares (the "**Shares**") of the above-stated Type/Series of Stock (the "**Class**") of the above-named company (the "**Company**") at the above-stated Warrant Price, all as set forth above and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant. Reference is made to Section 5.4 of this Warrant whereby Silicon Valley Bank shall transfer this Warrant to its parent company, SVB Financial Group.

SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time on or before the Expiration Date and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Cashless Exercise. On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to the Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to the Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A= the Fair Market Value (as determined pursuant to Section 1.3 below) of one Share; and

B = the Warrant Price.

1.3 Fair Market Value. If shares of the Class are then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a **"Trading Market"**), the fair market value of a Share shall be the closing price or last sale price of a share of the Class reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company. If shares of the Class are not then traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time after Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, **"Acquisition"** means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company (ii) any merger or consolidation of the Company into or with another person or entity (other than a merger or consolidation effected exclusively to change the Company's domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company's (or the surviving or successor entity's) outstanding voting power immediately after such merger, consolidation or reorganization (or, if such Company stockholders beneficially own a majority of the outstanding voting power of the surviving or successor entity as of immediately after such merger, consolidation or reorganization, such surviving or

successor entity is not the Company); or (iii) any sale or other transfer by the stockholders of the Company of shares representing at least a majority of the Company's then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition. In the event of an Acquisition in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "**Cash/Public Acquisition**"), either (i) Holder shall exercise this Warrant pursuant to Section 1.1 and/or 1.2 and such exercise will be deemed effective immediately prior to and contingent upon the consummation of such Acquisition or (ii) if Holder elects not to exercise the Warrant, this Warrant will expire immediately prior to the consummation of such Acquisition.

(c) The Company shall provide Holder with written notice of its request relating to the Cash/Public Acquisition (together with such reasonable information as Holder may reasonably require regarding the treatment of this Warrant in connection with such contemplated Cash/Public Acquisition giving rise to such notice), which is to be delivered to Holder not less than seven (7) Business Days prior to the closing of the proposed Cash/Public Acquisition. In the event the Company does not provide such notice, then if, immediately prior to the Cash/Public Acquisition, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above would be greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised, and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon such exercise to the Holder and Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as the date thereof.

(d) Upon the closing of any Acquisition other than a Cash/Public Acquisition, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(e) As used in this Warrant, "**Marketable Securities**" means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in Trading Market, and (iii) Holder would be able to publicly re-sell, within six (6) months and one day following the closing of such Acquisition, all of the issuer's shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise this Warrant in full on or prior to the closing of such Acquisition.

SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in additional shares of the Class or other securities or property (other than cash), then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total number and kind of securities and property which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred. If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations substitutions, replacements or other similar events.

2.3 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.4 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company's expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, Class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, Class and number of Shares in effect upon the date of such adjustment.

SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, and agrees with, the Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the fair market value of a share of the Class as determined by the most recently completed

valuation of the Company's stock for purposes of its compliance with Section 409A of the Internal Revenue Code of 1986, as amended.

(b) All Shares which may be issued upon the exercise of this Warrant shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class and other securities as will be sufficient to permit the exercise in full of this Warrant.

(c) The Company's capitalization table attached hereto as Schedule 1 is true and complete, in all material respects, as of the Issue Date.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Class, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class;

(d) effect an Acquisition or to liquidate, dissolve or wind up; or

(e) effect its initial, underwritten offering and sale of its securities to the public pursuant to an effective registration statement under the Act (the "**IPO**");

then, in connection with each such event, the Company shall give Holder:

(1) in the case of the matters referred to in (a) and (b) above, at least seven (7) Business Days prior written notice of the earlier to occur of the effective date thereof or the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of outstanding shares of the Class will be entitled thereto) or for determining rights to vote, if any;

(2) in the case of the matters referred to in (c) and (d) above at least seven (7) Business Days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event); and

(3)-with respect to the IPO, at least seven (7) Business Days prior written notice of the date on which the Company proposes to file its registration statement in connection therewith.

Reference is made to Section 1.6(c) whereby this Warrant will be deemed to be exercised pursuant to Section 1.2 hereof if the Company does not give written notice to Holder of a Cash/Public Acquisition as required by the terms hereof. Company will also provide information requested by Holder that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements.

SECTION 4. REPRESENTATIONS, WARRANTIES OF THE HOLDER.

The Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the Shares to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

4.7 Market Stand-off Agreement. The Holder agrees that the Shares shall be subject to the Market Standoff provisions in Section 14(g) of the Company's Fifth Amended and Restated Investor Rights Agreement, as amended and in effect from time to time.

SECTION 5. MISCELLANEOUS.

5.1 Term; Automatic Cashless Exercise Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares issued upon such exercise to Holder.

5.2 Legends. Each certificate evidencing Shares shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN WARRANT TO PURCHASE STOCK ISSUED BY THE ISSUER TO SILICON VALLEY BANK DATED AUGUST 28, 2012, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issued upon exercise of this Warrant may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to SVB Financial Group (Silicon Valley Bank's parent company) or any other affiliate of Holder, provided that any such transferee is an "accredited investor" as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Transfer Procedure. After receipt by Silicon Valley Bank of the executed Warrant, Silicon Valley Bank will transfer all of this Warrant to its parent company, SVB Financial Group. By its acceptance of this Warrant, SVB Financial Group hereby makes to the Company each of

the representations and warranties set forth in Section 4 hereof and agrees to be bound by all of the terms and conditions of this Warrant as if the original Holder hereof. Subject to the provisions of Section 5.3 and upon providing the Company with written notice, SVB Financial Group and any subsequent Holder may transfer all or part of this Warrant or the Shares issued upon exercise of this Warrant to any transferee, provided, however, in connection with any such transfer, SVB Financial Group or any subsequent Holder will give the Company notice of the portion of the Warrant and/or Shares being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable); and provided further, that any subsequent transferee other than SVB Financial Group shall agree in writing with the Company to be bound by all of the terms and conditions of this Warrant. Notwithstanding any contrary provision herein, at all times prior to the IPO, Holder may not, without the Company's prior written consent, transfer this Warrant or any portion hereof, or any Shares issued upon any exercise hereof, to any person or entity who directly competes with the Company, except in connection with an Acquisition of the Company by such a direct competitor.

5.5 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3rd) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.5. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

SVB Financial Group
Attn: Treasury Department
***
Telephone: ***
Facsimile: ***
Email address: ***

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

Collegium Pharmaceutical, Inc.
Attn: President

900 Highland Corporate Drive, Suite 203
Cumberland, Rhode Island 02664
Telephone:
Facsimile: (401) 762-2043
Email:

With a copy (which shall not constitute notice) to:

Pepper Hamilton LLP
Attn: Robert Chow
125 High Street
Boston, Massachusetts 02110
Telephone: (617)204-5100
Facsimile: (617)204-5150
Email: chowr@pepperlaw.com

5.6 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.8 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement. Any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment thereto.

5.9 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles regarding conflicts of law.

5.10 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.11 Business Days. **"Business Day"** is any day that is not a Saturday, Sunday or a day on which Silicon Valley Bank is closed.

[Remainder of page intentionally left blank]
[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Warrant to Purchase Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

"COMPANY"

Collegium Pharmaceutical, Inc.

By: /s/ Michael T. Heffernan

Name: Michael T. Heffernan
(Print)

Title: President & CEO

"HOLDER"

SILICON VALLEY BANK

By: /s/ Christina M. Zorzi

Name: Christina M. Zorzi
(Print)

Title: Relationship Manager

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right to purchase shares of the Common Stock of Collegium Pharmaceutical, Inc. (the "Company") in accordance with the attached Warrant To Purchase Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

o check in the amount of $ payable to order of the Company enclosed herewith

o Wire transfer of immediately available funds to the Company's account

o Cashless Exercise pursuant to Section 1.2 of the Warrant

o Other [Describe]

2. Please issue a certificate or certificates representing the Shares in the name specified below:

_____
Holder's Name

_____

_____
(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Stock as of the date hereof.

HOLDER:

_____

By: _____

Name: _____

Title: _____

(Date): _____

Appendix 1

SCHEDULE 1

Company Capitalization Table

Schedule 1

COLLEGIUM PHARMACEUTICAL, INC.

AMENDMENT NO. 1 TO THE
SIXTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

This Amendment No. 1 dated as of January 29, 2015 (this "Amendment") to the Sixth Amended and Restated Stockholders Agreement dated as of July 11, 2014 (the "Agreement"), is entered into by and among Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), the Investors (as defined in the Agreement) and the Holders (as defined in the Agreement). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Board of Directors of the Company (the "Board") has deemed it advisable that Garen Bohlin be elected to the Board and Mr. Bohlin has agreed to join the Board;

WHEREAS, the election of Mr. Bohlin will require the expansion of the Board from six (6) to seven (7) members;

WHEREAS, pursuant to Section 15 of the Agreement, any provision of the Agreement may be amended, terminated or waived if such amendment, termination or waiver is consented to writing by the Company and Investors holding at least sixty percent (60%) of the voting power of the shares of Preferred Stock (as defined in the Agreement) held by all Investors (the "Requisite Investors"); and

WHEREAS, the Company and the Requisite Investors desire to amend the Agreement pursuant to this Amendment.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Subparagraph (vi) of Section 7 of the Agreement is hereby amended in its entirety as set forth below:

"(vi) two (2) persons who is acceptable to a majority of the other members of the Board, such majority including an majority of the Investor Directors, one of whom shall initially be Gino Santini and one of whom shall be Garen Bohlin."

2. The paragraph immediately following subparagraph (vi) in Section 7 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Each of the parties further covenants and agrees to vote, to the extent possible, all Shares now owned or hereafter acquired by such party so that the Company's Board of Directors shall consist of no more than seven (7) members."

3. This Amendment shall take effect as of the date hereof.

---

4. This Amendment shall be binding upon and inure to the benefit of all of the parties to the Agreement, their successors and assigns, heirs, devisees, legates and personal representatives.

5. All other terms and provisions of the Agreement not expressly modified by this Amendment shall remain in full force and effect and are hereby expressly ratified and confirmed.

6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Sixth Amended and Restated Stockholders Agreement as a sealed instrument as of the day and year first above written.

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Sixth Amended and Restated Stockholders Agreement as a sealed instrument as of the day and year first above written.

THE INVESTORS:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its: General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its: General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Sixth Amended and Restated Stockholders Agreement as a sealed instrument as of the day and year first above written.

THE INVESTORS (Cont.):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ John G. Freund
John G. Freund, Managing Director

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Sixth Amended and Restated Stockholders Agreement as a sealed instrument as of the day and year first above written.

THE INVESTORS (Cont.):

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltungs GmbH

By: /s/ Martin J. Hernon

Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership,
its General Partner

By: /s/ Martin J. Hernon
General Partner

Exhibit 10.1

Execution Version

780 DEDHAM STREET
CANTON, MASSACHUSETTS

OFFICE LEASE AGREEMENT

BETWEEN

780 DEDHAM STREET HOLDINGS, LLC

("LANDLORD")

AND

COLLEGIUM PHARMACEUTICAL, INC.

("TENANT")

TABLE OF CONTENTS

OFFICE LEASE AGREEMENT

This Office Lease Agreement (the "Lease") is made and entered into as of the 28nd day of August, 2012, by and between 780 DEDHAM STREET HOLDINGS, LLC, a Maryland limited liability company ("Landlord") and COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation ("Tenant").

I. Basic Lease Information.

A. "Building" shall mean the building located at 780 Dedham Street, Canton, Massachusetts 02021.

B. "Rentable Square Footage of the Building" is deemed to be 82,043 square feet.

C. "Premises" shall mean the area shown on **Exhibit A** to this Lease and is currently designated "Suite 800". The Premises are located on the first floor of the Building. The "Rentable Square Footage of the Premises" is deemed to be 9,675 square feet. All restroom facilities located in the Premises shall be considered part of the Premises. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct and shall not be remeasured.

D. "Base Rent":

Period	Annual Rate Per Square Foot	Annual Base Rent	Monthly Base Rent
January 1, 2013 — December 31, 2013	$ 10.00	$ 96,750.00	$ 8,062.50*
January 1, 2014 — December 31, 2014	$ 10.50	$ 101,587.50	$ 8,465.63
January 1, 2015 — December 31, 2015	$ 11.00	$ 106,425.00	$ 8,868.75
January 1, 2016 — December 31, 2016	$ 11.50	$ 111,262.50	$ 9,271.88
January 1, 2017 — December 31, 2017	$ 12.00	$ 116,100.00	$ 9,675.00

E. "Tenant's Pro Rata Share": 11.8%.

F. "Term": A period of approximately sixty-two (62) calendar months, subject to Tenant's option to extend the Term, as set forth in **Exhibit E** attached hereto and incorporated herein. The Term shall commence on the earlier of date the Tenant Improvements (defined in **Exhibit D** below) are Substantially Complete (defined in **Exhibit D** below) or November 1, 2012 (the "Commencement Date") and, unless terminated early or extended in accordance with this Lease, end on

December 31, 2017 (the "Termination Date"). Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as **Exhibit C**.

G. Tenant Allowance(s): $18.00 per Rentable Square Foot of the Premises for Tenant Improvements (the "Improvement Allowance"), plus $0.08 per Rentable Square Foot of the Premises for preparation of test-fit plans (the "Test-Fit Allowance"), plus a $17.00 reimbursable allowance for Tenant Improvements (the "Reimbursable Allowance") all as more particularly set forth in **Exhibit D**.

H. "Security Deposit": $80,625.00, subject to Section VI below, in the form of a Letter of Credit.

I. Intentionally Omitted.

J. "Broker(s)": Cassidy Turley FHO ("Tenant's Broker") and Richards Barry Joyce & Partners, LLC ("Landlord's Broker").

K. "Permitted Use": General office use and, to the extent permitted by applicable zoning and other Laws, pharmaceutical laboratory use.

L. "Notice Addresses":

Notices to Tenant prior to the date the Tenant Improvements are Substantially Completed:

Mike Heffernan
Collegium Pharmaceutical, Inc.

400 Highland Corporate Drive
Cumberland, RI 02864
Fax #: (401) 762-2043

Notices to Tenant after such date shall be sent to the Premises Attention: Mike Heffernan.

In each event, with a copy to:

Robert Chow, Esquire
Pepper Hamilton LLP
19th Floor, High Street Tower
125 High Street
Boston, MA 02110-2736
Fax #: 866.210.9799

Notices to Landlord shall be sent to:

780 Dedham Street Holdings, LLC
c/o Lincoln Property Company
***

Attn: Property Manager
Fax #: ***

With a copy to:

780 Dedham Street Holdings, LLC
c/o CWCapital Asset Management
***
Attn: Brian Conklin
Fax #: ***

Rent (defined in Section IV.A) is payable to the order of 780 Dedham Street Holdings, LLC at the following address:

780 Dedham Street Holdings LLC
c/o Lincoln Property Company
***

M. "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by other office buildings in the area where the Building is located.

N. Intentionally Omitted.

O. "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.

P. "Normal Business Hours" for the Building are 8:00 a.m. to 6:00 p.m. on Business Days.

Q. "Property" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the Building garage and other improvements serving the Building, if any, and the parcel(s) of land on which they are located.

II. Lease Grant.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use any portions of the Property that are designated by Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas"). Except as otherwise expressly set forth in this Lease, and subject to the rules and regulations described in Article V below, Tenant shall have access to the Premises and Common Areas necessary for access to and the use and occupancy of the Premises on a 24-hour, 7 day per week basis during the Term.

III. Possession.

A. [Intentionally Omitted]

B. Subject to Landlord's delivery of Premises with the base building systems in good working order, the Premises are accepted by Tenant in "as is" condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition and that there are no representations or warranties by Landlord, express or implied, regarding the condition of the Premises or the Building or any permitted use thereof. If Landlord is delayed delivering possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space. Landlord represents that as of the date hereof the Premises is vacant and no parties other than Landlord and Tenant have any right to use and occupy the Premises.

C. Landlord acknowledges that Tenant intends to take possession of and use and occupy the Premises before the Commencement Date, such possession and use and occupancy shall be subject to the terms and conditions of this Lease and except for the cost of services requested by Tenant (e.g. after-hours HVAC usage), Tenant shall not be required to pay Rent for any days of possession and use and occupancy before the Commencement Date. Landlord shall provide Tenant with access to the Premises immediately following the later of (i) the full-execution and delivery of this Lease by Landlord and Tenant and (ii) Landlord's receipt of all certificates of insurance required of Tenant under this Lease.

IV. Rent.

A. Payments. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord pursuant to this Lease. Additional Rent and Base Rent are sometimes collectively referred to as "Rent". Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to 5% of the past due Rent, provided that Tenant shall be entitled to a grace period of 5 days for the first 2 late payments of Rent in a given calendar year. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant's Pro Rata Share of Expenses (defined in Section IV.C.) and Taxes (defined in Section IV.D.) for the month shall be prorated based on the number of days in such

calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease. The foregoing sentence shall not derogate from Tenant's rights to any abatement of Rent expressly set forth in Section VII.B. below.

B. Payment of Tenant's Pro Rata Share of Expenses and Taxes. Commencing on the Commencement Date, Tenant shall pay Tenant's Pro Rata Share of the total amount of Expenses (defined in Section IV.C.) and Taxes (defined in Section IV.D) for each calendar year during the Term. On or before December 1 of each calendar year during the Term, Landlord shall provide Tenant with a good faith estimate of the total amount of Expenses and Taxes for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the total amount of Expenses and Taxes. If Landlord determines that its good faith estimate was incorrect by a material amount, Landlord may provide Tenant with a revised estimate one time per calendar year. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the total amount of Expenses and Taxes by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate. Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent.

As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a reasonably detailed statement of the actual amount of Expenses and Taxes for the prior calendar year and Tenant's Pro Rata Share of the actual amount of Expenses and Taxes for the prior calendar year. If the estimated amount of Expenses and Taxes for the prior calendar year is more than the actual amount of Expenses and Taxes for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due, if any. If the estimated amount of Expenses and Taxes for the prior calendar year is less than the actual amount of Expenses and Taxes for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses and Taxes, any underpayment for the prior calendar year.

C. Expenses Defined. "Expenses" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and the Property, including, but not limited to:

1. Labor costs, including, wages, salaries, social security and employment taxes, medical and other types of insurance, uniforms, training, and retirement and pension plans.

2. Management fees, the cost of equipping and maintaining a management office, accounting and bookkeeping services, legal fees not attributable to leasing or collection activity, and other administrative costs. Landlord, by itself or through an affiliate, shall have the right to directly perform or provide any services under this Lease (including management services), provided that the cost of any such services shall not exceed the cost that would have been incurred had Landlord entered into an arms-length contract for such services with an unaffiliated entity of comparable skill and experience.

3. Costs incurred by Landlord pursuant to the terms of Section IX hereof.

4. The cost of services, including amounts paid to service providers and the rental and purchase cost of parts, supplies, tools and equipment.

5. Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, elevator, boiler and other insurance customarily carried from time to time by owners of comparable office buildings.

6. Electrical Costs (defined below) and charges for water, gas, steam and sewer, but excluding those charges for which Landlord is reimbursed by tenants. "Electrical Costs" means: (a) charges paid by Landlord for electricity for the Property; and (b) costs incurred in connection with an energy management program for the Property. Electrical Costs shall be adjusted as follows: (i) amounts received by Landlord as reimbursement for above standard electrical consumption shall be deducted from Electrical Costs; (ii) the cost of electricity incurred to provide overtime HVAC to specific tenants shall be deducted from Electrical Costs; and (iii) if Tenant is billed directly for the cost of building standard electricity to the Premises as a separate charge in addition to Base Rent, the cost of electricity to individual tenant spaces in the Building shall be deducted from Electrical Costs.

7. The amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made to the Property which are: (a) performed primarily to reduce operating expense costs or otherwise improve the operating efficiency of the Property; or (b) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or Landlord's reasonable estimate of the useful life of such improvement. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback

Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement.

If Landlord incurs Expenses for the Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Property and the other buildings or properties. Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; interest (except as provided above for the amortization of capital improvements); principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes (defined in Section IV.D) or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases; and any of the items set forth on **Exhibit F**. If the Building is not at least 95% occupied during any calendar year or if Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building at any time during a calendar year, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building during that calendar year. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Building.

D. Taxes Defined. "Taxes" shall mean: (1) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (3) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, profits, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year, provided that any assessments included in Taxes that are payable in installments shall be paid over the longest period of time permitted by law. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for

the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment.

E. Audit Rights. Tenant may, within 90 days after receiving Landlord's statement of Expenses, give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Expenses for the calendar year that is the subject of such statement. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review and such records shall remain available for sixty (60) days following Tenant's receipt of Landlord's written notice stating that such records are available (the "Review Period"). If any records are maintained at a location other than the office of the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a licensed CPA firm. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit unless such audit reveals that Landlord overstated all Expenses and Taxes for such calendar year by more than five percent (5%), in which case Landlord shall reimburse Tenant for its reasonable out-of-pocket audit expenses. Within 60 days after the expiration of the Review Period, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Expenses and Taxes for that year. If Tenant fails to give Landlord an Objection Notice within the 60-day period or fails to provide Landlord with a Review Notice within the 90-day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and Taxes and shall be barred from raising any claims regarding the Expenses and Taxes for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses and/or Taxes for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses and/or Taxes for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine

Landlord's records or to dispute any statement of Expenses or Taxes if Tenant is not then current in the payment of all Rent then due and owing under this Lease. Notwithstanding the issuance of a Review Notice or Objection Notice, Tenant shall pay all amounts set forth in the statement of Expenses pending resolution of the matters raised in the Objection Notice.

V. Compliance with Laws; Use.

The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably

disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including the Americans with Disabilities Act, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Landlord with copies of any written notices it receives regarding a violation or alleged violation of any Laws with respect to the Property. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit B** and such other reasonable rules and regulations adopted by Landlord from time to time so long as such other rules and regulations do not materially derogate from Tenant's rights under this Lease. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all such rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations. Notwithstanding anything to the contrary in this Lease, Landlord shall comply with all Laws applicable to those items that are Landlord's responsibility pursuant to Section IX.B; provided, however, that Landlord shall have no liability to Tenant for non-compliance with such Laws unless, subject to the provisions of this Lease (including without limitation Sections XIV, XVI and XXI), such non-compliance results in a breach of Landlord's express obligations under this Lease. Landlord represents that, as of the date hereof, Landlord, to its actual knowledge, has received no written notice from any applicable governmental authorities that the Premises is not in compliance with applicable Law.

VI. Security Deposit.

A. The Security Deposit shall be delivered to Landlord in the form of a letter of credit complying with the LOC Criteria (defined below) (the "Letter of Credit") upon the execution of this Lease by Tenant and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant that remains uncured following all applicable grace, notice and cure periods. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant (or shall return the original Letter of Credit and all amendments thereto) within forty-five (45) days after the later to occur of: (1) the determination of Tenant's Pro Rata Share of Expenses and Taxes for the final year of the Term (which shall be made within 120 days following the expiration or earlier termination of the Lease); (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (3) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign or transfer the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

B. The Letter of Credit (and any renewals or replacements thereof) shall:

(i) be in the initial amount of $80,625.00;

(ii) be issued on a form reasonably acceptable to Landlord, Landlord hereby acknowledging that the form attached hereto as Exhibit G is acceptable to Landlord;

(iii) name Landlord as its beneficiary;

(iv) be transferable in whole and not in part by Landlord to Landlord's transferee, without Tenant's approval, should Landlord transfer or convey its interest in the Premises;

(v) be drawn on an FDIC insured financial institution reasonably satisfactory to the Landlord and having a minimum corporate credit rating from Standard and Poor's Professional Rating Service of "A" or a comparable minimum credit rating from Moody's Professional Rating Service; Landlord hereby agreeing that Silicon Valley Bank is acceptable to Landlord as the issuer of the Letter of Credit;

(vi) be for a term of not less than one (1) year; and

(vii) allow draws on the Letter of Credit (I) at a bank counter located within the greater metropolitan Boston, MA area and greater metropolitan Washington, DC area and/or (II) by facsimile ((i) - (vii) being referred to herein as the "LOC Criteria").

C. Tenant agrees that it shall from time to time, as necessary, whether as a result of a draw on the Letter of Credit by Landlord pursuant to the terms hereof or as a result of the expiration of the Letter of Credit then in effect, renew, replace or amend the original and any subsequent Letter of Credit so that a Letter of Credit, in the amount required hereunder, is in effect until a date which is at least forty-five (45) days after the Termination Date. If (x) Tenant fails to furnish such renewal or replacement at least thirty (30) days prior to the stated expiration date of the Letter of Credit then held by Landlord and/or (y) the corporate credit rating of the issuing institution drops below the minimum set forth above, Landlord may draw upon such Letter of Credit and hold the proceeds thereof (and such proceeds need not be segregated) as a cash Security Deposit pursuant to the terms of this Section VI. Any renewal, replacement or amendment of the original or any subsequent Letter of Credit shall meet the requirements for the original Letter of Credit as set forth above. If Landlord draws on the Letter of Credit as permitted in this Lease, then, within five (5) Business Days following written demand of Landlord, Tenant shall restore the amount available under the Letter of Credit to its original amount by providing Landlord with an amendment to the Letter of Credit evidencing that the amount available under the Letter of Credit has been restored to its original amount. Should Landlord elect to draw the full amount of the Letter of Credit, Tenant expressly waives any rights it might otherwise have to prevent Landlord from drawing on the Letter of Credit and agrees that an action for direct damages and not injunctive or other equitable relief shall be Tenant's sole remedy in the event Tenant disputes Landlord's claims to any such amounts.

D. Landlord shall have the right to pledge or assign its interest in the Security Deposit (including the Letter of Credit and proceeds thereof) to any lender holding a security interest in the Premises. In the event of a sale or transfer of Landlord's estate or interest in the property of which the Premises is a part,

Landlord shall have the right to transfer the Security Deposit (including the Letter of Credit and proceeds thereof), to the extent not applied as set forth above, to the vendee or transferee as the new landlord under this Lease, and to the extent the Security Deposit (including the Letter of Credit and proceeds thereof to the extent not applied as set forth above) is so transferred, Landlord shall be considered released by Tenant from all liability for the return of the Security Deposit (including the Letter of Credit and proceeds thereof). No mortgagee or purchaser of any or all of the Building at any foreclosure proceeding brought under the provisions of any mortgage shall (regardless of whether the Lease is at the time in question subordinated to the lien of any mortgage) be liable to Tenant or any other person for any or all of such sums or the return of any Letter of Credit (or any other or additional Security Deposit or other payments made by Tenant under the provisions of this Lease), unless Landlord has actually delivered the Security Deposit (including the Letter of Credit and proceeds thereof), to such mortgagee or purchaser. If requested by any such mortgagee or purchaser, Tenant shall obtain an amendment to the Letter of Credit that names such mortgagee or purchaser as the beneficiary thereof in lieu of Landlord.

E. If the Security Deposit is then held by Landlord as a Letter of Credit, then, provided there has been no Default under the Lease on or prior to January 1, 2014 (the "First Burn-down Date"), the amount of the Security Deposit shall reduce to $64,500.00 upon Tenant's delivery to Landlord of either (i) a replacement Letter of Credit conforming with the LOC Criteria in such amount, and Landlord shall return to Tenant the existing Letter of Credit held by Landlord within fifteen (15) days following the later of the First Burn-down Date or the date the $64,500.00 replacement Letter of Credit is received or (ii) an amendment to the then-existing Letter of Credit conforming with the LOC Criteria in such amount, provided that Landlord shall have first received from the bank or Tenant a request for Landlord's consent to such amendment, Landlord agreeing that it shall provide its consent thereto and deliver such consent to the bank that issued to the Letter of Credit (on such bank's form, if applicable) unless Tenant is in Default under this Lease on or prior to the First Burn-down Date. Prior to the later of Landlord's receipt of the $64,500.00 replacement Letter of Credit (or amendment, if applicable) and the First Burn-down Date, Landlord shall be entitled, pursuant to the terms of this Section VI, to draw up to the full amount of the $80,625.00 Letter of Credit as if such amount thereof was the then-current Security Deposit. If Tenant is in Default under this Lease on or prior to Landlord's receipt of the $64,500.00 replacement Letter of Credit (or amendment, if applicable), then effective as of the date of such Default Tenant shall not be entitled to the reduction in the amount of the Security Deposit, and the amount of the Security Deposit shall remain at $80,625.00 for the remainder of the Term. If the Security Deposit is then held by Landlord as cash pursuant to Section VI.C. above, then, provided there has been no Default under the Lease on or prior to the First Burn-down Date, the amount of the Security Deposit shall reduce to $64,500.00 upon the First Burn-down Date, and Landlord shall return the balance to Tenant within fifteen (15) days following the First Burn-down Date. If Tenant is in Default under this Lease on or prior to the First Burn-down Date, then effective as of the date of such Default Tenant shall not be entitled to the reduction in the amount of the Security Deposit, and the amount of the Security Deposit shall remain at $80,625.00 for the remainder of the Term.

F. If the Security Deposit is then held by Landlord as a Letter of Credit, then, provided there has been no Default under the Lease on or prior to January 1, 2015 (the "Second Burn-down Date"), the amount of the Security Deposit shall reduce to $48,375.00 upon Tenant's delivery to Landlord of either (i) a replacement Letter of Credit conforming with the LOC Criteria in such amount, and Landlord shall return to Tenant the existing Letter of Credit held by Landlord within fifteen (15) days following the later of the Second Burn-down Date or the date the $48,375.00 replacement Letter of Credit is received or (ii) an amendment to the then-existing Letter of Credit conforming with the LOC Criteria in such amount, provided that Landlord shall have first received from the bank or Tenant a request for Landlord's consent to such amendment, Landlord agreeing that it shall provide its consent thereto and deliver such consent to the bank that issued to the Letter of Credit (on such bank's form, if applicable) unless Tenant is in Default under this Lease on or prior to the Second Burn-down Date. Prior to the later of Landlord's receipt of the $48,375.00 replacement Letter of Credit (or amendment, if applicable) and the Second Burn-down Date, Landlord shall be entitled, pursuant to the terms of this Section VI, to draw up to the full amount of the Letter of Credit then held by Landlord as if such amount thereof was the then-current Security Deposit. If Tenant is in Default under this Lease on or prior to Landlord's receipt of the $48,375.00 replacement Letter of Credit (or amendment, if applicable), then effective as of the date of such Default Tenant shall not be entitled to the reduction in the amount of the Security Deposit, and the amount of the Security Deposit shall remain at $64,500.00 for the remainder of the Term. If the Security Deposit is then held by Landlord as cash pursuant to Section VI.C. above, then, provided there has been no Default under the Lease on or prior to the Second Burn-down Date, the amount of the Security Deposit shall reduce to $48,375.00 upon the Second Burn-down Date, and Landlord shall return the balance to Tenant within fifteen (15) days following the Second Burn-down Date. If Tenant is in Default under this Lease on or prior to the Second Burn-down Date, then effective as of the date of such Default Tenant shall not be entitled to the reduction in the amount of the Security Deposit, and the amount of the Security Deposit shall remain at $64,500.00 for the remainder of the Term.

G. To the extent Landlord is ever in possession of more than one Letter of Credit following the First Burn-down Date and/or Second Burn-down Date, Landlord shall only be entitled to draw upon the Letter of Credit then matching the amount of the Security Deposit under this Lease (subject to Tenant's obligation to replenish the amount available under the Letter of Credit as set forth in Section 6.C. above). To the extent Landlord is ever in possession of both an unapplied cash Security Deposit and a Letter of Credit Security Deposit, Landlord shall only be entitled to draw from either or both sources an amount not more than the then-current amount of the Security Deposit in the aggregate, provided that the foregoing shall in no event limit Tenant's obligation to replenish the cash Security Deposit and/or the amount available under the Letter of Credit as set forth in Sections 6.A. and 6.C. above, as applicable.

VII. Services to be Furnished by Landlord.

A. Landlord agrees to furnish Tenant with the following services: (1) water service for use in the lavatories and any kitchen area in the Premises; (2) heat and air

conditioning equipment serving the Premises (Tenant shall be responsible for the cost of all utilities serving such heat and air conditioning equipment); (3) maintenance and repair of the Property as described in Section IX.B.; (4) landscaping and snowplowing of Common Areas exterior to the Building; (5) electricity to the Premises for general office use, in accordance with and subject to the terms and conditions in Article X; and (6) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

B. Landlord's failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord (a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if the Premises, or a material portion of the Premises, is made untenantable for a period in excess of 3 consecutive Business Days as a result of the Service Failure, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises has not been rendered untenantable by the Service Failure, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises rendered untenantable and not used by Tenant. In no event, however, shall Landlord be liable to Tenant for any loss or damage, including the theft of Tenant's Property (defined in Article XV), arising out of or in connection with the failure of any security services, personnel or equipment.

VIII. Leasehold Improvements.

All improvements to the Premises (collectively, "Leasehold Improvements") shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, Landlord, by written notice to Tenant within 30 days prior to the Termination Date, may require Tenant to remove, at Tenant's expense: (1) Cable (defined in Section IX.A) installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; and (2) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). Without limitation, it is agreed that Required Removables include internal stairways, raised floors, personal baths and showers, vaults, rolling file systems, laboratory equipment and structural alterations and modifications of any type. The Required Removables designated by Landlord shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables or perform related repairs in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables and perform the required repairs. Tenant, within 30 days after receipt of an invoice, shall reimburse Landlord for the reasonable costs of same incurred by Landlord. Notwithstanding the foregoing, Tenant, at the time it requests approval for a proposed Alteration (defined in Section IX.C), may request in writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 business days after receipt of Tenant's request, Landlord

shall advise Tenant in writing as to which portions of the Alteration, if any, will be considered to be Required Removables.

IX. Repairs and Alterations.

A. Tenant's Repair Obligations. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment (collectively, "Cable") that is installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; (6) air conditioning and heating units exclusively serving the Premises; (7) private showers and kitchens, including hot water heaters, plumbing, and similar facilities serving Tenant exclusively; and (8) Alterations performed by contractors retained by Tenant, including related HVAC balancing. All work shall be performed in accordance with the rules and procedures described in Section IX.C. below. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within 30 days after receipt of an invoice, together with an administrative charge in an amount equal to 10% of the cost of the repairs.

B. Landlord's Repair Obligations. Landlord shall keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) structural elements of the Building; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Common Areas of the Building; (3) Common Areas; (4) the roof of the Building; (5) exterior windows of the Building; (6) elevators serving the Building and (7) the base building sprinkler system serving the Premises. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible.

C. Alterations. Tenant shall not make alterations, additions or improvements to the Premises or install any Cable in the Premises or other portions of the Building (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (2) is not visible from the exterior of the Premises or Building; (3) will not affect the systems or structure of the Building; (4) does not require work to be performed inside the walls or above the ceiling of the Premises; and (5) the cost is not in excess of $50,000.00 in any one calendar year. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this Section IX.C. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems provided that

if such contractors are affiliated or related to Landlord or its affiliates then such contractors must charge competitive market rates); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord (provided that no security shall be required for the Tenant Improvements). Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in

a good and workmanlike manner using materials of a quality that is at least equal to the quality reasonably designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Tenant shall reimburse Landlord within 30 days after receipt of an invoice for reasonable and actual sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations; provided that (i) "third-party examination" shall not include review by Landlord's property manager, (ii) plans shall not be sent for third party review unless Landlord's property manager reasonably determines that it does not have the internal expertise to review a certain component of the plans (e.g., without limitation, review requiring expertise of a structural engineer) (iii) in the event the cost of such third party review would in Landlord's reasonable estimation exceed $1,500, Landlord will notify Tenant in sufficient time so that the approval request for an Alteration may be modified or withdrawn; and (iv) this sentence shall not be applicable to the initial Tenant Improvements (which shall insteadbe governed by the Work Letter attached hereto as Exhibit D). In addition, within 30 days after receipt of an invoice from Landlord, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 5% of the permitted cost of the non-Cosmetic Alterations; provided that no such fee shall be due for the initial Tenant Improvements. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with (i) all Laws and (ii) all insurance requirements set forth in this Lease and/or provided to Tenant in writing from Landlord's insurers. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use.

X. Use of Utility Services by Tenant.

A. Electricity, gas and water/sewer used by Tenant in the Premises shall be paid for by Tenant by separate charge billed by the applicable utility company and payable directly by Tenant. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges. Landlord shall have the exclusive right to select any company providing electrical, gas and water/sewer service to the Premises, to aggregate the electrical service for the Property and Premises with

other buildings, to purchase electricity through a broker and/or buyers group and to change the providers and manner of purchasing electricity.

B. Tenant's use of electrical service shall not exceed, either in voltage, rated capacity or overall load 12 watts per rentable square foot of the Premises. If Tenant requests permission to consume excess electrical service, Landlord may refuse to consent or may condition consent upon conditions that Landlord reasonably elects (including, without limitation, the installation of utility service upgrades, meters, submeters, air handlers or cooling units), and the additional usage (to the extent permitted by Law), installation and maintenance costs shall be paid by Tenant.

XI. Entry by Landlord.

Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' premises. Except in emergencies or to provide Building services after Normal Business Hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be given orally to Tenant's office manager. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Normal Business Hours. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent. Notwithstanding anything to the contrary herein, except in the event of emergency, in which case no escort shall be required, Landlord shall only be permitted to enter the areas of the Premises labeled as "Limited Access Area" on Exhibit A (the "Limited Access Areas") when accompanied by a representative of Tenant. Landlord shall have no obligation to provide any services requiring access to a Limited Access Area requested or required of Landlord under this Lease if no Tenant representative is made available at the time Landlord elects to provide such service.

XII. Assignment and Subletting.

A. Except in connection with a Permitted Transfer (defined in Section XII.E. below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not elect to exercise its termination rights under Section XII.B below. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) the proposed transferee's business would result in a violation of another tenant's rights; (3) the proposed transferee is a governmental agency; (4) the proposed transferee is an occupant of the Building and Landlord then has other space available in the Building to meet such transferee's requirements (or such space is reasonably expected to become available within ninety (90) days of Tenant's request); (5) Tenant is in default which is then continuing after the expiration of

the notice and cure periods in this Lease; or (6) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease.

B. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 20 days of its receipt of the required information and documentation, (1) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord; (2) reasonably refuse to consent to the Transfer in writing; or (3) elect to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to assign or sublet.

Any such termination shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord a review fee of $1,000.00 for Landlord's review of any requested Transfer, provided if Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) exceed $1,000.00, Tenant shall reimburse Landlord for its actual reasonable costs and expenses in lieu of a fixed review fee (not to exceed $10,000). No review fee shall be required for a Permitted Transfer.

C. Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of any excess within 30 days after Tenant's receipt of such excess consideration. Tenant may first deduct from the excess all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer (other than Landlord's review fee), including brokerage fees, legal fees, tenant concessions and construction costs. If Tenant is in Monetary Default (defined in Section XIX.A. below), Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess). This Section XII.C. shall not apply to a Permitted Transfer.

D. Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding

stock is listed on a recognized security exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed.

E. Tenant may (x) assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation, reorganization or similar transaction resulting in a change of control of Tenant or (y) assign this Lease or sublease all or any portion of the Premises to an Affiliate (defined below), in each case without the consent of Landlord, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (1) Tenant is not then in Default under this Lease; (2) Tenant's successor shall own all or substantially all of the assets of Tenant; (3) Tenant's successor shall have a net worth which is at least equal to Tenant's net worth at the date of this Lease; (4) the permitted use under the Transfer document does not allow the Premises to be used for retail purposes or any other purpose not permitted under this Lease; and (5) Tenant shall give Landlord written notice at least 10 days prior to the effective date of the proposed Permitted Transfer Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. Notwithstanding any such Permitted Transfer, the original Tenant named above shall remain primarily liable under the Lease. "Affiliate" shall mean an entity controlled by, controlling or under common control with Tenant (for such period of time as such entity continues to be controlled by, controlling or under common control with Tenant, it being agreed that the subsequent sale or transfer of stock resulting in a change in voting control, or any other transaction(s) having the overall effect that such entity ceases to be controlled by, controlling or under common control with Tenant, shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an assignment of this Lease governed by the provisions of this Section).

XIII. Liens.

Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or upon the request of Tenant. If a lien is so placed, Tenant shall, within 15 days of notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien Law. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees (if and to the extent permitted by Law) within 30 days after receipt of an invoice from Landlord. Notwithstanding anything to the contrary in this Lease, Landlord waives all statutory and contractual liens (other than judgment liens) which it may be entitled to assert against any of Tenant's property as security for the payment of Rent or the performance of any other obligation of Tenant hereunder.

XIV. Indemnity and Waiver of Claims.

A. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend

and hold Landlord, its trustees, members, shareholders, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) (defined in Article XXVI) and agents ("Landlord Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which are imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees on or about the Property.

B. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties (defined below), Landlord shall indemnify, defend and hold Tenant, its trustees, members, shareholders, principals, beneficiaries, partners, officers, directors, employees, lenders and agents ("Tenant Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which are imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord, the Landlord Related Parties or any of Landlord's contractors on or about the Property.

C. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives with respect to Landlord and the Landlord Related Parties, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank,

water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than Landlord or Landlord Related Parties; and (7) any causes not reasonably within the control of Landlord. Tenant shall insure itself against such losses under Article XV below.

XV. Insurance.

Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of $3,000,000.00; (2) All Risk Property/Business Interruption Insurance, excluding flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises ("Tenant's Property"); (3) environmental site liability coverage providing, on an occurrence basis, a minimum combined single limit of $2,000,000.00; (4) Workers' Compensation Insurance as required by the state in which the Premises is located and in

amounts as may be required by applicable statute; and (5) Employers Liability Coverage of at least $1,000,000.00 per occurrence. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance and environmental site liability policies shall name Tenant as a named insured and Landlord (or any successor), Lincoln Property Company, and their successors and assigns as their interest shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least 15 days prior to the expiration of the insurance coverage. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value, as reasonably estimated by Landlord. Except as specifically provided to the contrary, the limits of either party's insurance shall not limit such party's liability under this Lease.

XVI. Subrogation.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, shareholders, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building, Premises or the Property, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried or if Tenant had otherwise carried coverage for broad form water damage including earthquake sprinkler leakage) covered by insurance.

XVII. Casualty Damage.

A. If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or any portion of the Premises is rendered untenantable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant. Landlord shall have the right to terminate this Lease if: (1) the Building shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building shall be required (whether or not the Premises has been damaged) and Landlord terminates all other leases in the Building; (2) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than 1 year of the Term remaining on the date of the casualty; (4) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; (5) a material uninsured loss to the Building occurs; (6) any restoration would be considered "construction" with respect to the Premises within the meaning of Treas. Reg. Section 1.856; or (7) such restoration would not be permitted under the Pooling and Servicing Agreement dated July 1, 2007 by and between J.P.

Morgan Chase Commercial Mortgage Securities Corp., as Depositor, Wachovia Bank, National Association, as Master Servicer, CWCapital Asset Management LLC, as Special Servicer and Lasalle Bank National Association, as Trustee, to which the Landlord is subject. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 60 days after the date of the casualty. Tenant shall have the right to terminate this Lease if: (I) Landlord is not permitted by Law to rebuild the portion of the Building in which the Premises is located to substantially the same form as existed before the fire or casualty or (II) the Premises have been materially damaged (i.e. at least 33% is not habitable) and there is less than 1 year of the Term remaining on the date of the casualty. Tenant may exercise its right to terminate this Lease by notifying Landlord in writing within 60 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and the Leasehold Improvements (excluding any Alterations that were performed by Tenant in violation of this Lease). If such repair and restoration is not completed within two hundred seventy (270) days of the casualty, then Tenant shall have the right to terminate this Lease at any time thereafter until such completion occurs by notifying Landlord in writing. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

B. If all or any portion of the Premises shall be made untenantable by fire or other casualty, and Landlord has not elected to terminate this Lease pursuant to Section XVII.A above, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods ("Completion Estimate"). If the Completion Estimate indicates that the Premises cannot be made tenantable within 270 days from the date the repair and restoration is started, then regardless of anything in Section XVII.A above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within 10 business days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant's transferees, contractors or licensees. If the Premises have been materially damaged (i.e. at least 33% is not habitable) and Landlord has not commenced repairs within ninety (90) days after delivery of the Completion Estimate to Tenant (which 90-day period shall be extended due to Force Majeure

and/or delay in obtaining insurance proceeds not within Landlord's reasonable control), then Tenant may terminate this Lease upon five (5) days prior written notice given to Landlord at any time following such 90-day period (as may be extended), provided such termination right shall be void in the event Landlord has commenced such repairs on or before the end of such 5-day period after Tenant's termination notice.

XVIII. Condemnation.

Either party may terminate this Lease if the whole or any material part of the Premises shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as an office building in a manner comparable to the Building's use prior to the Taking and Landlord terminates all other leases in the Building. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Building or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant's Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

XIX. Events of Default.

Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default (each, a "Default"):

A. Tenant's failure to pay when due all or any portion of the Rent, if the failure continues for five (5) Business Days after written notice to Tenant ("Monetary Default").

B. Tenant's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, if the failure is not cured within 30 days after written notice to Tenant. However, if Tenant's failure to comply cannot reasonably be cured within 30 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the failure within 30 days, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any particular term, provision or covenant of the Lease on 3 occasions during any 12 month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable event of default by Tenant.

C. Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

D. The leasehold estate is taken by process or operation of Law.

XX. Remedies.

A. Upon any Default, Landlord shall have the right without notice or demand (except as provided in Article XIX) to pursue any of its rights and remedies at Law or in equity, including any one or more of the following remedies:

1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

2. Terminate Tenant's right to possession of the Premises and, in compliance with applicable Law, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Premises. In the event Landlord terminates Tenant's right to possession, Landlord shall use commercially reasonable efforts to relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.

3. In lieu of calculating damages under Sections XX.A.1 or XX.A.2 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in Section XX.B. below) then in effect, minus the then present fair rental value of the Premises for the

remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

B. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in Default, Landlord shall be entitled to receive interest on any unpaid item of Rent that is due and payable at a rate equal to the Prime Rate plus 4%. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default. In the event Landlord terminates this Lease due to a Default, Landlord shall use commercially reasonable efforts to mitigate its damages due to a Default.

XXI. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN ARTICLE XXVI BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE XXVI BELOW) ON THE PROPERTY, BUILDING OR PREMISES (AND FOR WHOM TENANT HAS BEEN PROVIDED AN ADDRESS), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

XXII. No Waiver.

Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Premises in and of itself shall not constitute an acceptance or surrender of the Premises.

XXIII. Quiet Enjoyment.

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements set forth in this Lease. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

XXIV. Intentionally Deleted.

XXV. Holding Over.

If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the month immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover.

XXVI. Subordination to Mortgages; Estoppel Certificate.

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in the Lease due to foreclosure or similar action in lieu thereof, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested. Landlord represents that as of the execution date of this Lease, the Property is not currently subject to a Mortgage. Landlord shall use commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any future first Mortgagee on such Mortgagee's standard form.

XXVII. Attorneys' Fees.

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

XXVIII. Notice.

If a demand, request, approval, consent or notice (collectively referred to as a "notice") shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Article I, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the Premises, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Article or in any other manner permitted by Law. Each notice shall be deemed to have been received or given on the earlier to occur of actual delivery or the date on which delivery is refused, or, if either party has vacated its Notice Address without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address by giving the other party written notice of the new address in the manner described in this Article.

XXIX. Excepted Rights.

This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself the use of: (1) roofs, (2) telephone, electrical and janitorial closets, (3) equipment rooms, Building risers or similar areas that are used by Landlord for the provision of Building services, (4) rights to the land and improvements below the floor of the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and air rights outside the demising walls of the Premises, and (7) the areas within the Premises used for the installation of utility lines and other installations serving occupants of the Building (provided Landlord shall not unreasonably interfere with Tenant's use and occupancy of the Premises in its access of such areas). Landlord has the right to change the Building's name or address. Landlord also has the right to make such other changes to the Property and Building as Landlord deems appropriate, provided the changes do not materially affect Tenant's ability to use the Premises for the Permitted Use. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitation, electrical interruptions, hurricanes and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor except as otherwise provided herein entitle Tenant to an abatement or reduction of Rent.

XXX. Surrender of Premises.

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property and the Required Removables from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear, casualty, condemnation and obligations of Landlord excepted. If Tenant fails to remove any of Tenant's Property or Required Removables upon the termination of this Lease or of Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the reasonable expenses and storage charges incurred for Tenant's Property. In addition, if Tenant fails to remove Tenant's Property or Required

Removables from the Premises or storage, as the case may be, within 30 days after written notice, Landlord may deem all or any part of Tenant's Property to be abandoned, and title to Tenant's Property shall be deemed to be immediately vested in Landlord.

XXXI. Miscellaneous.

A. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.

B. Tenant shall not record this Lease or any memorandum without Landlord's prior written consent.

C. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.

F. Landlord and Tenant each represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of the Broker with respect to this Lease and of any brokers claiming to have represented Landlord in connection with this Lease.

G. Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than

one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them. Landlord covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; (2) this Lease is binding upon Landlord; and (3) Landlord is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located.

H. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

I. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under Articles IV, VIII, XIV, XX, XXV and XXX and Landlord's obligations under Article XIV shall survive the expiration or early termination of this Lease.

J. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.

K. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

L. Tenant, within 30 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Building and shall not request more than twice in any calendar year. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.

XXXII. Hazardous Materials

A. The term "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous

under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons in or about the Premises, Building or Property. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including attorneys' fees and cost of cleanup and remediation) arising from Tenant's failure to comply with the provisions of this Section. This indemnity provision shall survive termination or expiration of the Lease.

B. Tenant represents and warrants that the only Hazardous Materials that shall be used in the Premises, other than substances or products for standard office use and cleaning used in compliance with all applicable laws, are as set forth in Schedule XXXII.B. attached to this Lease and incorporated herein. Tenant shall give written notice to Landlord once annually within twenty (20) days of each anniversary of the Commencement Date of any materials on OSHA's right to know list or which are subject to regulation by any other federal, state, municipal or other governmental authority and which Tenant intends to have present at the Premises and with such notice shall provide Landlord with all information required by such law, regulation or authority. Tenant shall provide such further information confirming such materials and/or their use, storage or disposal, within thirty (30) days of Landlord's reasonable request. If Tenant's use of the Premises (other than as generally permitted hereunder) demonstrably results in an increase in the premium for any insurance on the Building or the contents thereof, Landlord shall notify Tenant of such increase and Tenant shall pay same as Additional Rent.

C. With respect to any Hazardous Materials kept, stored or used by Tenant or any Tenant Related Parties with Landlord's consent, Tenant shall: (i) not permit any such Hazardous Materials to escape, be released, or be disposed of in, or about the Premises, Building, or Property, (ii) promptly, timely and completely comply with all federal, state or local governmental requirements concerning such Hazardous Materials, including without limitation, use, sale, transportation, generation, treatment, disposal, licensing, permitting, reporting and record keeping, and (iii) within fifteen (15) business days of Landlord's written request, provide evidence reasonably satisfactory to Landlord of Tenant's compliance with all applicable federal, state or local laws, regulations or ordinances, including copies of all licenses and permits that Tenant has been required to obtain for the handling of any Hazardous Materials. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et

seq., the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. Chapter 21C, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, as amended, M.G.L. Chapter 21E, 10 CFR Part 20 Standards for Protection Against Radiation and 42 CFR Part 73 Select Agent Rule, and the regulations adopted under these acts.

D. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials (x) in the Building and/or the Property and (y) that has been caused by Tenant or any party acting by, through or under Tenant (including, without

limitation, any employee, agent, contractor or invitee of Tenant), then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent if such requirement is the result of Tenant's use or occupancy of the Premises. Tenant shall be fully and completely liable to Landlord (either with or without negligence) for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both civil and criminal) and costs imposed with respect to Tenant's use, disposal, transportation, generation and/or sale of, or Tenant's causing or permitting the escape, disposal or release, of any Hazardous Materials by Tenant or any Tenant Related Parties. In all events, Tenant shall indemnify Landlord from any release of Hazardous Materials in the Premises, the Building and the Property caused by Tenant or any Tenant Related Parties, or if caused by Tenant or persons acting under Tenant, elsewhere.

E. Any Hazardous Materials permitted to be stored on the Premises pursuant to this Lease shall be stored in areas of the Premises exclusively designated by Tenant for such purpose. Furthermore, immediately upon a release or threat of release of Hazardous Materials by Tenant or a breach of this Lease and otherwise within thirty (30) days after Landlord's written request Tenant shall make available to Landlord any reasonably requested information relating to the types and amounts of all Hazardous Materials being generated, produced, brought upon, used, stored or treated on the Premises and, upon Landlord's written request, copies of any federal, state or municipal filings or compliance reports made by Tenant with respect to such Hazardous Materials that are required by applicable law and to the extent relating to the Premises, all of which Landlord shall have the right to audit and review. Tenant agrees to pay the reasonable cost of any environmental inspection or assessment required by any governmental agencies, mortgagees of the Property, or by any insurance carrier, to the extent that such inspection or assessment pertains to any release, threat of release, contamination, claim of contamination, loss or damage related to Hazardous Materials in the Premises or on or about the Building arising out of Tenant's use and occupancy.

XXXIII. Entire Agreement.

This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (Rules and Regulations), **Exhibit C** (Commencement Letter), **Exhibit D** (Work Letter), **Exhibit E** (Additional Provisions), **Exhibit F** (Expenses Exclusions), and **Schedule XXXII.B**.

Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESS/ATTEST:

/s/ Brian Conklin

Name (print): Brian Conklin

/s/ Chris Callahan

Name (print): Chris Callahan

LANDLORD:

780 DEDHAM STREET HOLDINGS, LLC, a Maryland limited liability company

By: CWCapital Asset Management LLC, a Massachusetts limited liability company

By: /s/ Marilyn Lucas

Name: Marilyn Lucas

Tittle: Vice President

WITNESS/ATTEST:

/s/ Lisa Huguenin

Name (print): Lisa Huguenin

/s/ Karen L. Potter

Name (print): Karen L Potter

TENANT:

COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation

By: /s/ Michael Heffernan

Name: Michael Heffernan

Title: President

03-0416362

Tenant's Tax ID Number (SSN or FEIN)

EXHIBIT A

PREMISES

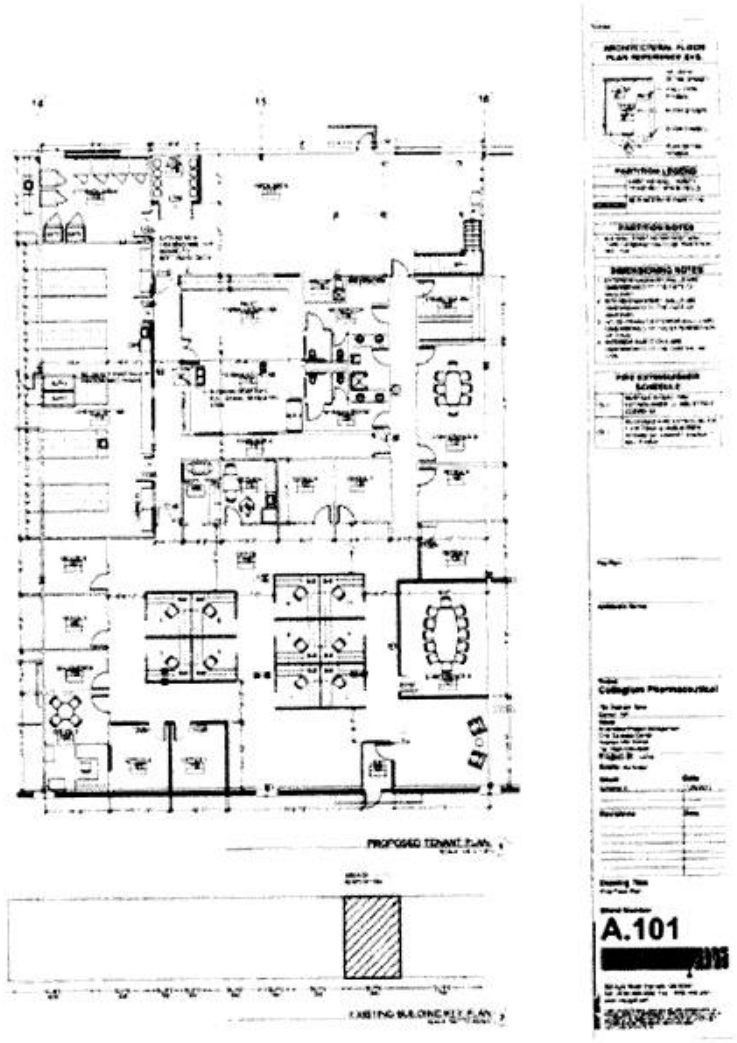

EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, all parking areas, the Property and the appurtenances. Capitalized terms have the same meaning as defined in the Lease. In the event of any conflict between any rules and regulations and the Lease, the Lease shall control.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Subject to the waiver of subrogation set forth in the Lease, damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's reasonable cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.

4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.

6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by

Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (1) make or permit its employees, contractors and agents to make any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit its employees, contractors and agents to conduct other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.

12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

14. Tenant shall not knowingly take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the date of the commencement of the Term be extended as a result of the above actions. Landlord and Tenant shall reasonably cooperate with one another to resolve any such Labor Disruption.

15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.

17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant (other than use of the address of the Building) that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Tenant shall not canvass, solicit or peddle in or about the Building or the Property.

21. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke nor shall Tenant permit smoking in the Common Areas by such parties, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

22. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

23. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

24. The work of cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

EXHIBIT C

COMMENCEMENT LETTER
(EXAMPLE)

[Date]

Collegium Pharmaceutical, Inc.
780 Dedham Street
Canton, Massachusetts 02021

Re: Commencement Letter with respect to that certain Lease dated as of August 22, 2012 by and between 780 DEDHAM STREET HOLDINGS, LLC, as Landlord, and COLLEGIUM PHARMACEUTICAL, INC., as Tenant, for 9,675 rentable square feet on the first floor of the Building located at 780 Dedham Street, Canton, Massachusetts.

Dear :

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is ;

2. The Termination Date of the Lease is .

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely,

Property Manager, as agent for Landlord

Agreed and Accepted:

Tenant: COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

WORK LETTER

This Exhibit is attached to and made a part of the Lease and is entered into by and between 780 DEDHAM STREET HOLDINGS, LLC, a Maryland limited liability company ("Landlord") and COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation ("Tenant"), for space in the building located at 780 Dedham Street, Canton, Massachusetts.

1. General.

1.1 Purpose. This Tenant Work Letter sets forth the terms and conditions governing Tenant's construction of the initial tenant improvements to be installed in the Premises (the "Tenant Improvements").

1.2 Construction Representatives. Prior to submission of the Construction Drawings and Specifications pursuant to Section 3 hereof, each of Landlord and Tenant shall designate a representative ("Representative") who shall act for Landlord and Tenant, as the case may be, in all matters regarding Tenant Improvements.

All inquiries, requests, instructions, authorizations or other communications with respect to the Tenant Improvements shall be made in writing to Landlord's Representative or Tenant's Representative, as the case may be. Authorizations made by Tenant's Representative shall be binding and Tenant shall be responsible for all costs authorized by Tenant's Representative. Authorizations made by Landlord's Representative shall be binding upon Landlord. Either party may change its Representative at any time by written notice to the other party. Landlord shall not be obligated to respond to or act upon any plan, drawing, change order approval or other matter relating to the Tenant Improvements until it has been executed by Tenant's Representative.

2. Labor Harmony. If at any time construction of the Tenant Improvements shall cause disharmony, interference or union disputes of any nature whatsoever, whether with contractors of the Landlord and/or other tenants or occupants of the Building, Landlord reserves the right, without any liability to

Landlord whatsoever, to immediately halt such construction of the Tenant Improvements and/or bar any offending contractors and/or subcontractors from the Building until such disharmony, interference or union disputes may be resolved.

3. Design and Schedule.

3.1 Tenant Plans for Tenant Improvements.

(a) Space Plan: The "Space Plan" as used herein shall mean a plan containing, among other things, a partition layout, door location and some furniture located in key spaces within the Premises. A copy of the Space Plan is attached above as the "Proposed Layout" portion of Exhibit A.

(b) Construction Drawings and Specifications: The "Construction Drawings and Specifications" as used herein shall mean the construction working drawings, the mechanical, electrical and other technical specifications, and the finishing details, including wall finishes and colors and technical and mechanical equipment installation, if any, all of which details the

installation of the Tenant Improvements in the Premises. The Construction Drawings shall be signed by Tenant's Representative and shall:

(i) be compatible with the Building shell, and with the design, construction and equipment of the Building;

(ii) comply with all applicable laws, codes and ordinances including the Americans With Disabilities Act, and the rules and regulations of all governmental authorities having jurisdiction;

(iii) comply with all applicable insurance regulations and the requirements of the Board of Underwriters for a fire resistant Class A building;

(iv) include locations of all Tenant Improvements including complete dimensions;

(v) indicate an overall materials specification and level of quality consistent with other new office and laboratory space construction in the Boston South Shore/Metro West metropolitan area; and

(vi) include a code review summary by Tenant's architect.

(c) Except as otherwise provided pursuant to Sections VIII and/or IX of the Lease, all Tenant Improvements which are permanently affixed to the Premises or alter the operational systems of the Building shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain in the Premises at all times during the Term of the Lease. The foregoing notwithstanding, Tenant acknowledges that the portions of the Tenant Improvements listed on Schedule I attached hereto shall be deemed Required Removables and must be removed from the Premises upon the expiration or earlier termination of the Lease pursuant to Section VIII of the Lease.

3.2 Approvals by Landlord. The Space Plan and all Construction Drawings and Specifications for the Tenant Improvements (collectively, the "Tenant Plans") shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed, except that Landlord shall have complete discretion with regard to granting or withholding approval of the portions of the Construction Drawings to the extent the Construction Drawings detail work that would impact the Building's structure or systems, or affect future marketability of the Premises or Building. Any changes, additions or modifications that Tenant desires to make to the Tenant Plans shall also be subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed except as provided above for the Building structure, system or appearance impact. Landlord shall use commercially reasonable efforts to provide any written approval or disapproval to Tenant Plans or revisions thereto within ten (10) calendar days of receipt for the initial draft of the Construction Drawings (or changes to previously approved versions thereof) and three (3) Business Days of receipt of revisions to Tenant Plans required due to Landlord disapproval.

4. Construction of Tenant Improvements. Following Landlord's final approval of the Tenant Plans and Tenant obtaining permits, subject to items (a) — (c) below Tenant shall commence and diligently proceed with the construction of the Tenant Improvements no later than three (3) Business Days following Tenant's receipt of the Building Permit. Tenant shall hire a contractor acceptable to Landlord to complete the Tenant Improvements. The Tenant Improvements shall be conducted with due diligence, in a good and workmanlike manner

befitting a first class office building / lab space, and in accordance with the Tenant Plans and all applicable laws, codes, ordinances and rules and regulations of all governmental authorities having jurisdiction. Tenant shall apply for a construction permit for the Tenant Improvements (the "Building Permit") no later than three (3) Business Days after receipt of Landlord's approval of the Tenant Plans. Expenses for electric service and other separately metered utilities during Tenant's build-out and move-in shall be the responsibility of Tenant.

Subject to the waiver of subrogation set forth in the Lease, Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any and all claims for personal or bodily injury and property damage that may arise from the performance of the Tenant Improvements, whether resulting from the negligence or willful misconduct of its general contractors, subcontractors or otherwise, except to the extent caused by Landlord, its employees, agents and contractors. Tenant and its contractors and subcontractors shall execute such additional documents as Landlord deems reasonably appropriate to evidence said indemnity.

Tenant shall not commence the Tenant Improvements until the following is provided:

(a) Insurance. Prior to construction, Tenant shall provide Landlord with an original certificate of All-Risk Builder's Risk Insurance (the "Builder's Risk Insurance Policy"), subject to Landlord's reasonable approval, in the minimum amount of the replacement cost of the Tenant Improvements issued by a company or companies reasonably acceptable to Landlord and authorized to do business in the Commonwealth of Massachusetts, covering the Premises, with premiums prepaid, and which names the Landlord as an additional insured. Said policy shall insure the Tenant Improvements and all materials and supplies for the Tenant Improvements stored on the Premises (or at any other sites and including the Premises) against loss or damage by fire and the risks and hazards insured against by the standard form of extended coverage, and against vandalism and malicious mischief, and such other risks and hazards as Landlord may reasonably request. Said insurance coverage shall be for 100% of replacement cost, including architectural fees. The Builder's Risk Insurance Policy shall contain a

provision that the insurance company waive the rights of recovery or subrogation against Landlord, its agents, servants, invitees, employees, co-tenants, co-venturers, affiliate companies, and their insurers.

(b) Governmental Permits. Building permits and other appropriate permits and licenses from the appropriate agency or office of any governmental or regulatory body having jurisdiction over the Premises and which are required for the construction of the Tenant Improvements.

(c) Additional Insurance. Additional insurance to satisfy the requirements listed on Schedule II attached hereto.

5. Change Orders. If Tenant requests any change or addition to or subtraction from the Tenant Improvements ("Change Order") after Landlord's approval of the final and complete Tenant Plans for the Tenant Improvements, Landlord shall respond to Tenant's request for consent as soon as reasonably possible, but in no event later than three (3) Business Days after being made. Landlord's approval of any changes, additions or modifications that Tenant desires to make to the Tenant Plans shall not be unreasonably withheld, except that Landlord shall have complete discretion with regard to granting or withholding approval for the Building structure, system or appearance as provided in Section 3.2 above. All reasonable, out-of-pocket costs incurred by Landlord for third-party review in connection with such change orders shall by reimbursed by Tenant to Landlord, as additional rent, with fifteen (15) days of Tenant's receipt

of an invoice therefor; provided that (i) plans for Change Orders shall not be sent for third party review unless Landlord's property manager reasonably determines that it does not have the internal expertise to review a certain component of the plans (e.g., without limitation, review requiring expertise of a structural engineer) and (ii) in the event the cost of such third party review would in Landlord's reasonable estimation exceed $1,500, Landlord will notify Tenant in sufficient time so that the approval request for a Change Order may be modified or withdrawn.

6. Cooperation With Other Tenants. Tenant shall promptly remove from the Common Areas any of Tenant's or Tenant's contractors' or subcontractors' equipment, materials, supplies or other property deposited in the Common Areas during the construction of the Tenant Improvements. Further, Tenant shall at no time disrupt or allow its employees or contractors to cause disruption to any other existing tenant's or Building occupant's access to their premises or the Building, nor allow disruptions of mechanical, electrical, telephone and plumbing services. In addition, Tenant shall not interrupt or interfere with the normal business operations of any other tenant or occupant of the Building, the Property or adjacent buildings. To the extent construction of the Tenant Improvements does, or in the reasonable opinion of Landlord may, interrupt the normal business operations of any other tenant or occupant of the Building, the Property or adjacent buildings, such portion of the Tenant Improvement work shall be performed after Normal Business Hours at such times as are directed by Landlord.

7. Inspection by Landlord; Construction Supervision. Landlord shall have the right to inspect the Tenant Improvements at all reasonable times. Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant Improvements constitute the Landlord's approval of same. There shall be no fee for Landlord's construction management and supervision of the Tenant Improvements.

8. Completion of Tenant Improvements. Tenant shall notify Landlord in writing when the Tenant Improvements have been Substantially Completed. Landlord shall thereupon have the opportunity to inspect the Premises in order to determine if the Premises have been Substantially Completed in accordance with the Tenant Plans. If the Tenant Improvements have not been Substantially Completed in accordance with the Tenant Plans, Landlord shall immediately following inspection, provide Tenant with written notification of the items deemed incorrect or incomplete. Tenant shall forthwith proceed to correct the incorrect or incomplete items. Notwithstanding anything to the contrary, the Tenant Improvements shall not be considered suitable for review by Landlord until all designated or required governmental inspections, permits and certifications necessary for the Tenant Improvements, including, but not limited to a temporary or final certificate of occupancy, have been made, given and/or posted. As used herein, the Tenant Improvements shall be deemed "Substantially Completed" when (i) the improvements have been completed in accordance with the Tenant Plans such that the Premises may be occupied by Tenant for the commencement of its business operations therein, subject only to completion of minor finishing, adjustment of equipment, and other minor construction aspects which shall not disturb Tenant's business operations and (ii) Tenant has procured a (temporary or permanent) certificate of occupancy permitting the uninterrupted occupancy of the Premises, if required by law.

9. Tenant Improvement Allowance. Landlord shall reimburse Tenant for the Costs of Tenant Improvements (as hereinafter defined) in an amount not to exceed $174,150 (the "Improvement Allowance"). Landlord shall also provide Tenant up to an additional $164,475 (the "Reimbursable Allowance") to be applied to the Costs of Tenant Improvements. The Improvement Allowance and Reimbursable Allowance shall be collectively referred to herein as

the "Allowance". Tenant shall be solely responsible for the amount by which the Costs of Tenant Improvements exceeds the Allowance.

Tenant acknowledges that any request for payment of the Allowance must be delivered to Landlord in the form of AIA Document G702 (Application for Payment) together with evidence of paid invoices and fully executed, notarized lien waivers (without contingency) covering the work for which reimbursement is then being requested; provided that no disbursement of the Allowance shall occur until such time that Landlord has received (a) final, Landlord-approved Construction Drawings signed by Tenant's architect, (b) a copy of the building permit and (c) a copy of the fully-executed construction contract for the Tenant Improvements. Subject to the foregoing, Landlord shall make disbursements of the Allowance not more often than once every thirty (30) calendar days within ten (10) business days after the Landlord's receipt of a requisition therefor, together with all required documentation and after Tenant's completion of the Tenant Improvements covered by such requisition.

After Tenant's completion of Tenant Improvements and delivery to Landlord of (a) evidence that the Tenant Improvements have been fully paid for, (b) fully executed and notarized final lien waivers for all Tenant Improvements work, (c) as-built plans for all Tenant Improvements signed by Tenant's architect and (d) an HVAC balancing report reasonably acceptable to Landlord, Landlord shall, after written request from Tenant, disburse to Tenant the final installment of the Allowance to the extent Tenant has satisfied the requirements for disbursement.

Landlord shall first disburse the Improvement Allowance until fully expended (except with respect to Tenant's final requisition, which shall be disbursed upon completion of the Tenant Improvements as provided above) and thereafter disburse any requested portion of the Reimbursable Allowance. Commencing on the Commencement Date, Tenant shall reimburse Landlord, as Additional Rent, the amount of the Reimbursable Allowance disbursed to Tenant, payable in equal monthly amounts with Tenant's monthly payments of Base Rent, such repayment to be amortized over the initial thirty-six (36) full calendar months of the Term at 8% interest per annum. By way of example only, in the event the entire Reimbursable Allowance is disbursed to Tenant, the monthly amount due shall be

$5,154.05. In the event this Lease is terminated prior to the full repayment of the Reimbursable Allowance, then portion of the unpaid Reimbursable Allowance shall be immediately due and payable, and the obligation to repay such amounts shall survive the termination of this Lease.

"Costs of Tenant Improvements" shall mean the design and architectural costs to prepare the Tenant Plans, costs of all labor and materials, costs for removal of all construction debris, costs of cabling and wiring, general contractor's fees, project management costs and any permit or license fees necessary for completion of construction of Tenant Improvements, and shall include the construction management and supervisory fee described in Section 7 above. Landlord shall be under no obligation to disburse any portion of the Improvement Allowance for any relocation costs or other furniture, trade fixtures or equipment of Tenant, nor for any purposes other than as provided in this Exhibit D, nor shall Landlord be deemed to have assumed any obligations, in whole or in part, of Tenant to any contractors, subcontractors, supplier, workers or material men. Landlord shall be under no obligation to disburse the Improvement Allowance if the disbursement request is received after February 1, 2013, and Tenant shall not thereafter be entitled to any such undisbursed portion of the Improvement Allowance after said date.

10. Test-Fit Allowance. Landlord shall reimburse Tenant for $774.00 (the "Test-Fit Allowance") of the cost of preparing test-fit plans for the Premises, and Tenant shall be solely responsible for the amount by which the costs of preparing test-fit plans for the Premises exceeds the Test-Fit Allowance. After Tenant's delivery to Landlord of evidence confirming the cost of preparing test-fit plans for the Premises has been fully paid for, Landlord shall, after written request from Tenant, disburse to Tenant the Test-Fit Allowance in a lump sum.

SCHEDULE I

TO EXHIBIT D

TENANT IMPROVEMENTS REQUIRED REMOVABLES

Any lab-related items, including casework, hoods, air handlers (including without limitation any portion thereof located on the roof or exterior of the Building), lab sinks, and any specialty items such as any equipment related to "gas storage" and "hazardous materials storage".

All roof penetrations shall be closed and restored back to the condition existing on the date of Lease execution.

SCHEDULE II

TO EXHIBIT D

INSURANCE REQUIREMENTS

Tenant must provide Landlord with written evidence of the following minimum insurance requirements. In no way do the following minimum requirements limit the liability assumed elsewhere in this Exhibit D or the Lease, as amended.

A. Workers' Compensation and Employer's Liability.

1. Statutory requirements in the Commonwealth of Massachusetts to include all areas involved in operations covered under the Work Letter for the Premises.

2. Coverage "B" - Employer's Liability, limit - $1,000,000.

B. Commercial General Liability.

1. Commercial General Liability: Form providing coverage not less than that of the occurrence form ISO Standard Commercial General Liability Insurance, including but not limited to bodily injury, personal injury, independent contractors' products - completed operations (construction risks only), Broad Form Property Damage(including Completed Operations for a period of not less than three (3) years - construction risk only). For those contractors selling/manufacturing products, Commercial General Liability coverage should be specifically endorsed to include products liability.

2. Contractual Liability, Blanket basis insuring the liability assumed under this Agreement.

3. Limits of Liability: Bodily Injury and Property Damage - $1,000,000 each occurrence, $1,000,000 aggregate; and Personal Injury - $1,000,000 each occurrence.

C. Commercial Auto Policy

1. Commercial Auto Policy form, including all Owned, Non-Owned and Hired Vehicles.

2. Limits of Liability: Bodily Injury - $1,000,000 each person, $1,000,000 each occurrence; and Property Damage - $1,000,000 each occurrence.

D. Umbrella Liability

Such insurance shall provide coverage with limits of not less than $4,000,000 per occurrence/$4,000,000 aggregate, in excess of the underlying coverages listed in Paragraphs A, B, and C above.

EXHIBIT E

ADDITIONAL PROVISIONS

This Exhibit is attached to and made a part of the Lease and is entered into by and between 780 DEDHAM STREET HOLDINGS, LLC, a Maryland limited liability company ("Landlord") and COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation ("Tenant"), for space in the building located at 780 Dedham Street, Canton, Massachusetts.

1. Extension Option

Provided the original Tenant named herein or a tenant pursuant to a Permitted Transfer is itself occupying the entire Premises at the time of giving its notice to exercise its option (the "Extension Notice") and at the commencement of the Extension Term (as defined herein), Tenant shall have the right and option to extend the Term for one (1) additional period of five (5) years ("Extension Term"). The right and option to so extend the term shall be personal to the Tenant executing this Lease or a tenant pursuant to a Permitted Transfer and such right and option may not be assigned or transferred to any other party or entity. The Extension Term is to commence immediately upon expiration of the initial Term (the "Original Term"), provided that Tenant shall give Landlord notice of Tenant's exercise of such option by no later than twelve (12) months and, except as provided in Exhibit E Section 2 below, no earlier than fifteen (15) months prior to the then scheduled expiration of the Original Term, and provided further that no Default exists at the time of giving the Extension Notice or at the commencement of the Extension Term. If a Default, or event which with the giving of notice or the passage of time, or both, would constitute a Default, exists at the time of giving the Extension Notice or at the time of commencement of the Extension Term, Tenant's exercise of such option shall, at the option of Landlord, be null and void and of no further force and effect. Prior to the exercise by Tenant of any such option, the expression "Term" shall mean the Original Term. Except as expressly otherwise provided in the following paragraph, all the terms, covenants, conditions, provisions and agreements in the Lease contained herein shall be applicable to the Extension Term, except that there shall be no further extension terms. If Tenant shall give the Extension Notice in the manner and within the time period provided aforesaid, the Term shall be extended upon the giving of the Extension Notice without the requirement of any further action on the part of either Landlord or Tenant. If Tenant shall fail to timely give the Extension Notice as aforesaid, Tenant shall have no right to extend the Term of this Lease, time being of the essence of the foregoing provisions.

The Base Rent payable during the Extension Term shall be an amount equal to the Fair Market Rent for the Premises as of the commencement date of the Extension Term. The Fair Market Rent shall be determined in accordance with the provisions set forth below. If for any reason the Base Rent payable during the Extension Term has not been determined as of the commencement date of the Extension Term, Tenant shall pay the Base Rent payable for the year immediately preceding the commencement of the Extension Term until the Base Rent for the Extension Term is determined, at which time, an appropriate adjustment, if any, shall be made.

"Fair Market Rent" shall mean the anticipated rent for the Premises as of the commencement of the Extension Term under market conditions then existing for similar office/research and development space in the market. No later than one (1) month after Tenant's Extension Notice, Landlord shall notify Tenant of Landlord's estimate of the Fair

Market Rent. No later than fifteen (15) Business Days after such notification, Tenant may dispute Landlord's estimate of Fair Market Rent upon written notice thereof to Landlord which written notice shall contain Tenant's estimate of the Fair Market Rent. If Tenant disputes Landlord's estimate of Fair Market Rent within such fifteen (15) Business Day period, then the Fair Market Rent shall be determined by agreement between Landlord and Tenant during the next thirty (30) day period (the "Discussion Period"), but if Landlord and Tenant are unable to agree upon the Fair Market Rent during the Discussion Period, then the Fair Market Rent shall be determined by the determination of a board of three (3) M.A.I. appraisers as hereafter provided, each of whom shall have at least five (5) years' experience in the Metro-west Boston office and light industrial rental market and each of whom is hereinafter referred to as "appraiser". Tenant and Landlord shall each appoint one such appraiser and the two appraisers so appointed shall appoint the third appraiser (the "Neutral Appraiser"). The cost and expenses of each appraiser appointed separately by Tenant and Landlord shall be borne by the party who appointed the appraiser. The cost and expenses of the third appraiser shall be shared equally by Tenant and Landlord. Landlord and Tenant shall appoint their respective appraisers no later than fifteen (15) days after the expiration of the Discussion Period and shall designate the appraisers so appointed by notice to the other party. The two appraisers so appointed and designated shall appoint the Neutral Appraiser no later than twenty (20) days after the end of the Discussion Period and shall designate such appraiser by notice to Landlord and Tenant. The Neutral Appraiser shall then choose either the Landlord's estimate of Fair Market Rent or the Tenant's estimate of Fair Market Rent as the Fair Market Rent of the space in question as of the commencement of the Extension Term and shall notify Landlord and Tenant of its determination no later than sixty (60) days after the end of the Discussion Period. The Fair Market Rent of the subject space determined in accordance with the provisions of this Section shall be deemed binding and conclusive on Tenant and Landlord. Notwithstanding the foregoing, if either party shall fail to appoint its appraiser within the period specified above (such party referred to hereinafter as the "failing party") the other party may serve notice on the failing party requiring the failing party to appoint its appraiser within ten (10) days of the giving of such notice and if the failing party shall not respond by appointment of its appraiser within said (10) day period, then the appraiser appointed by the other party shall be the sole appraiser whose choice of either the Landlord's or the Tenant's estimate of Fair Market Rent shall be binding and conclusive upon Tenant and Landlord. All times set forth herein are of the essence.

2. Right of First Offer

Effective as of the date hereof, and subject to the terms and conditions set forth below and subject to any right of the existing tenants in such space to extend the term of their lease, Tenant shall have a one-time "Right of First Offer" to lease any space in the Building contiguous with the Premises that becomes available during the Term (the "ROFO Space"), which lease will be for a term which shall be coterminous with the Term then in effect. Landlord will provide Tenant with advance written notice of its plans to market any portion of the ROFO Space for lease to any unrelated third party, which notice shall specify Landlord's estimate of the fair market rent for the ROFO Space, the date of availability of such ROFO Space and all other material terms and conditions which will apply to such ROFO Space (the "Availability Notice").

Prior to the end of the ten (10) Business Day period following Landlord's delivery of the Availability Notice to Tenant, Tenant may either (i) provide written notice to Landlord of Tenant's acceptance of the terms set forth in the Availability Notice (a "ROFO Acceptance") or (ii) negotiate with Landlord for terms other than as set forth in the Availability Notice and enter into a mutually agreeable, written and fully-executed letter of intent with Landlord upon such terms

(a "ROFO LOI"). If Tenant timely delivers a ROFO Acceptance or timely enters into a fully-executed ROFO LOI, Landlord and Tenant shall thereafter execute an amendment to the Lease incorporating the ROFO Space into the Premises upon the terms contained in the Availability Notice or ROFO LOI, as applicable, within ten (10) Business Days. If Tenant fails to timely deliver a ROFO Acceptance or enter into a fully-executed ROFO LOI, or fails to timely enter into a lease amendment for the ROFO Space, for reasons other than any delay by Landlord, Tenant shall be deemed to have waived its rights with respect to the ROFO Space set forth in the Availability Notice and Landlord shall be entitled to lease all or any portion of the ROFO Space to any third party or parties on such terms and conditions, including, without limitation, options to extend the term of such lease and/or expand the premises under such lease, and for such rent as Landlord determines, all in its sole discretion, and the Right of First Offer with respect to any such space shall be of no further force or effect.

Notwithstanding any contrary provision of this Section 2 or any other provision of the Lease, the Right of First Offer and any exercise by Tenant of any Right of First Offer shall be void and of no effect unless, on the date Tenant notifies Landlord that it is exercising the Right of First Offer and on the commencement date of the amendment for the ROFO Space, (i) the Lease is in full force and effect, (ii) no Default of Tenant has occurred under the Lease which remains continuing and uncured after any applicable notice and opportunity to cure, (iii) Tenant shall not have assigned the Lease other than pursuant to a Permitted Transfer, and there shall not be any sublease or subleases in effect as of the commencement of the term of the Lease for any of the ROFO Space and (iv) there shall be at least twenty-four (24) full calendar months remaining in the Term, it being acknowledged that Landlord shall provide any applicable Availability Notices during the period that is between twenty-four (24) full calendar months and twelve (12) full calendar months before the expiration of the initial Term, and Tenant's exercise of the Right of First Offer during such period shall only be effective if Tenant simultaneously exercises the Extension Option set forth in Exhibit E Section 1 together with Tenant's delivery of a ROFO Acceptance.

3. Parking

Tenant shall have the right to use, on a non-reserved, non-exclusive basis, parking in the parking lot adjacent to the Building at a ratio of four (4) vehicle spaces per each one thousand (1,000) rentable square feet of the Premises (i.e. non-reserved parking for thirty-nine (39) motor vehicles based upon the Tenant's occupancy of 9,675 rentable square feet; the foregoing referred to herein as "Tenant's Parking Rights"). Tenant's Parking Rights shall be non-transferable (directly or indirectly) to any other institutions, entities or individuals other than pursuant to a permitted assignment of this Lease or sublease under this Lease.

Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking lot. Landlord shall not be liable for any loss, injury or damage to persons using the parking lot or automobiles or other property thereon, it being agreed that, to the fullest extent permitted by law, the use of the parking lot and the parking spaces shall be at the sole risk of Tenant and its employees. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the parking lot.

Tenant's Parking Rights shall be subject to such reasonable rules and regulations therefor as may be set and changed with reasonable prior notice by the Landlord from time to time and uniformly enforced by Landlord during the Term. Tenant's Parking Rights are non-

assignable and intended solely for the use of Tenant's employees working from and business invitees to the Premises and of any permitted assignee of this Lease or subtenant under this Lease; and as such Tenant shall not offer them for "use" or "license" to any other entity, the general public, or any other tenants of the Building. All such appurtenant rights for parking as set forth in this Section are automatically terminated upon termination of this Lease and shall have no separate independent validity or legal standing. Tenant shall have access to and use of the parking areas on a 24-hour per day, 7 day per week basis, provided that Landlord reserves the right to relocate and/or temporarily close any or all of the parking facilities to the extent necessary in the event of a casualty or governmental taking or for maintenance and repairs of the parking facility and Landlord shall reopen the same or provide replacement parking facilities as soon as practicable thereafter.

4. Signage

Except as expressly permitted in this Section 4 of this Exhibit E or the Lease, Tenant shall not place any signs, placards, awnings or the like on the Building or on the exterior of the Premises (including without limitation both interior and exterior surfaces of windows). Subject to Tenant obtaining all necessary approvals and permits therefor, including without limitation from the Town of Canton, and subject to the terms of this Section 4 of Exhibit E, Tenant may install Tenant-identification signage on the exterior of the Building over the main entrance to the Premises and its name and company logo on the main Premises entry door. Final plans and specifications, including without limitation artwork, for such signage must be submitted to Landlord for its written approval before installation, which approval will not be unreasonably withheld. The costs of such signage and the installation thereof, including the costs of any required permits or approvals and/or the costs of any utilities serving the sign, shall be the responsibility of Tenant and Landlord shall install same at competitive market rates. The Tenant shall comply at its own expense with the requirements of all laws and regulations affecting the maintenance of Tenant's signs. If any signage requires electrical service, Tenant shall be responsible for connecting the same to Tenant's separate meter. Tenant shall remove all signs upon termination of this Lease, repair any damage caused by such removal, and return the Premises and the Building to their condition prior to the placement or erection of said signs (ordinary wear and tear, casualty, condemnation and Landlord's obligations excepted), all at Tenant's sole cost and expense.

EXHIBIT F

EXPENSES EXCLUSIONS

1) legal fees or other expenses incurred in connection with enforcing leases with tenants in the Building;

2) management fees in excess of 5% of the net rentals collected for the Building on an annual basis (which exclusion shall apply during the initial term of the Lease only);

3) rental on ground leases or other underlying leases and the costs of providing the same;

4) wages, bonuses and other compensation of employees above the grade of Building Manager and fringe benefits other than insurance plans and tax qualified benefit plans;

5) increased insurance or Taxes assessed specifically to any tenant of the Building or the Property for which Landlord is entitled to reimbursement from such other tenant;

6) charges for electricity, water, or other utilities, services or goods and applicable taxes provided exclusively to Tenant or any other tenant, occupant, person or other party, for which Tenant or such other tenant, occupant, person or other party is obligated to reimburse Landlord or to pay to third parties;

7) cost of any HVAC, janitorial or other services provided to tenants on an extra cost basis after regular business hours;

8) the cost of installing, operating and maintaining any specialty service, such as a cafeteria, observatory, broadcasting facilities, child or daycare;

9) cost of any work or services performed for any facility other than the Building or Property;

10) any cost representing an amount paid to a person firm, corporation or other entity related to Landlord that is in excess of the commercially reasonable amount which would have been paid in the absence of such relationship;

11) charitable or political contributions;

12) reserve funds;

13) all other items for which another party compensates or pays so that Landlord shall not recover any item of cost more than once;

14) costs related to public transportation, transit or vanpools;

15) rental for any space in the Building set aside for conference facilities, storage facilities or exercise facilities;

16) Taxes paid pursuant to Article IV or any income, profits, capital levy, franchise, capital stock, gift, estate or inheritance tax; and

17) costs to correct violations of Law that exist on the Commencement Date.

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: **,20**

EXHIBIT G

FORM OF LETTER OF CREDIT

[see attached]

PAGE 1

DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO**. SVBSF**

DATED: **, 20**

BENEFICIARY:

AS **"LANDLORD"**

APPLICANT:
COLLEGIUM PHARMACEUTICAL, INC.
400 HIGHLAND CORPORATE DRIVE
CUMBERLAND, RI 02864

AS **"TENANT"**

AMOUNT: **US$** **(** AND NO/100 US DOLLARS)

EXPIRATION DATE: (TBD - ONE YEAR FROM L/C ISSUANCE)

LOCATION: **SANTA CLARA, CALIFORNIA**

LADIES AND GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF** IN YOUR FAVOR. THIS LETTER OF CREDIT IS AVAILABLE BY SIGHT PAYMENT WITH OURSELVES ONLY AGAINST PRESENTATION AT THE BANK'S OFFICE (AS DEFINED BELOW) OF THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT (S), IF ANY.
2. YOUR SIGHT DRAFT, IN WHOLE OR IN PART DRAWN ON US IN THE FORM ATTACHED HERETO AS **EXHIBIT "A".**
3. A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY, FOLLOWED BY HIS/HER PRINTED NAME AND DESIGNATED TITLE, STATING ANY OF THE FOLLOWING WITH INSTRUCTIONS IN BRACKETS THEREIN COMPLIED WITH:
   (A.)"AN EVENT HAS OCCURRED UNDER THE CERTAIN OFFICE LEASE AGREEMENT BETWEEN COLLEGIUM PHARMACEUTICAL, INC., AS TENANT, AND BENEFICIARY, AS LANDLORD, WHICH ENTITLES LANDLORD TO NOW DRAW DOWN ON THE LETTER OF CREDIT."

DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: , **20**

OR

(B.)"BENEFICIARY HAS RECEIVED A NOTICE FROM SILICON VALLEY BANK THAT ITS IRREVOCABLE LETTER OF CREDIT NUMBER SVBSF WILL NOT BE EXTENDED AND APPLICANT HAS FAILED TO PROVIDE A REPLACEMENT LETTER OF CREDIT SATISFACTORY TO BENEFICIARY WITHIN THIRTY (30) DAYS PRIOR TO THE CURRENT EXPIRATION DATE."

THE OFFICE LEASE MENTIONED ABOVE IS FOR IDENTIFICATION PURPOSES ONLY AND IS NOT INTENDED THAT SAID OFFICE LEASE BE INCORPORATED HEREIN OR FORM PART OF THIS LETTER OF CREDIT.

PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED.

THIS LETTER OF CREDIT MUST ACCOMPANY ANY DRAWINGS HEREUNDER FOR ENDORSEMENT OF THE DRAWING AMOUNT AND WILL BE RETURNED TO BENEFICIARY UNLESS IT IS FULLY UTILIZED.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST **SIXTY (60)** DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND YOU A NOTICE BY REGISTERED MAIL/OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS (OR SUCH OTHER ADDRESS AS BENEFICIARY MAY FROM TIME TO TIME DESIGNATE IN A NOTICE DELIVERED TO SILICON VALLEY BANK AT THE BANK'S OFFICE) THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE THEN- CURRENT EXPIRATION DATE. BUT IN ANY EVENT THIS LETTER OF CREDIT WILL

DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: , **20**

NOT BE EXTENDED BEYOND WHICH SHALL BE THE FINAL EXPIRATION DATE OF THIS LETTER OF CREDIT.

THE DATE THIS LETTER OF CREDIT EXPIRES IN ACCORDANCE WITH THE ABOVE PROVISION IS THE "FINAL EXPIRATION DATE". UPON THE OCCURRENCE OF THE FINAL EXPIRATION DATE THIS LETTER OF CREDIT SHALL FULLY AND FINALLY EXPIRE AND NO PRESENTATIONS MADE UNDER THIS LETTER OF CREDIT AFTER SUCH DATE WILL BE HONORED.

THIS LETTER OF CREDIT IS TRANSFERABLE WITHOUT COST TO THE BENEFICIARY ONE OR MORE TIMES BY THE ISSUING BANK, AT THE REQUEST OF THE BENEFICIARY, BUT IN EACH INSTANCE ONLY TO A SINGLE BENEFICIARY AS TRANSFEREE AND ONLY UP TO THE THEN AVAILABLE AMOUNT IN FAVOR OF ANY NOMINATED TRANSFEREE THAT IS THE SUCCESSOR IN INTEREST TO BENEFICIARY ("TRANSFEREE"). ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATION. INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U. S. DEPARTMENT OF TREASURY AND U. S. DEPARTMENT OF COMMERCE. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINAL AMENDMENT(S), IF ANY, MUST BE SURRENDERED TO US AT OUR ADDRESS INDICATED IN THIS LETTER OF CREDIT TOGETHER WITH OUR LETTER OF TRANSFER DOCUMENTATION AS PER ATTACHED **EXHIBIT "B"** DULY EXECUTED. APPLICANT SHALL PAY OUR TRANSFER FEE OF 1/4 OF 1% OF THE TRANSFER AMOUNT (MINIMUM US$250.00) UNDER THIS LETTER OF CREDIT. ANY REQUEST FOR TRANSFER WILL BE EFFECTED BY US

SUBJECT TO THE ABOVE CONDITIONS. HOWEVER, ANY REQUEST FOR TRANSFER IS NOT CONTINGENT UPON APPLICANT'S ABILITY TO PAY OUR TRANSFER FEE. ANY TRANSFER OF THIS LETTER OF CREDIT MAY NOT CHANGE THE PLACE OR DATE OF EXPIRATION OF THE LETTER OF CREDIT FROM OUR ABOVE SPECIFIED OFFICE. EACH TRANSFER SHALL BE EVIDENCED BY OUR ENDORSEMENT ON THE REVERSE OF THE LETTER OF CREDIT AND WE SHALL FORWARD THE ORIGINAL OF THE LETTER OF CREDIT SO ENDORSED TO THE TRANSFEREE.

DRAFT(S) AND DOCUMENTS MUST INDICATE THE NUMBER OF THIS LETTER OF

DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: , **20**

CREDIT.

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE ORIGINAL APPROPRIATE DOCUMENTS DURING REGULAR BUSINESS HOURS ON A BUSINESS DAY AT OUR OFFICE (THE "BANK'S OFFICE") AT: SILICON VALLEY BANK, ***, ATTENTION: GLOBAL FINANCIAL SERVICES - STANDBY LETTER OF CREDIT DEPARTMENT; OR BY FACSIMILE TRANSMISSION AT: *** OR *** AND SIMULTANEOUSLY UNDER TELEPHONE ADVICE TO. *** OR ***, ATTENTION: STANDBY LETTER OF CREDIT NEGOTIATION DEPARTMENT WITH ORIGINALS TO FOLLOW BY OVERNIGHT COURIER SERVICE, PROVIDED, HOWEVER, THE BANK WILL DETERMINE HONOR OR DISHONOR ON THE BASIS OF PRESENTATION BY FACSIMILE ALONE, AND WILL NOT EXAMINE THE ORIGINALS.

AS USED HEREIN, THE TERM "BUSINESS DAY" MEANS A DAY ON WHICH WE ARE OPEN AT OUR ABOVE ADDRESS IN SANTA CLARA, CALIFORNIA TO CONDUCT OUR LETTER OF CREDIT BUSINESS. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE ISP98 (AS HEREINAFTER DEFINED), IF THE EXPIRATION DATE OR THE FINAL EXPIRATION DATE IS NOT A BUSINESS DAY THEN SUCH DATE SHALL BE AUTOMATICALLY EXTENDED TO THE NEXT SUCCEEDING DATE WHICH IS A BUSINESS DAY.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN AND/OR DOCUMENTS PRESENTED UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO SILICON VALLEY BANK, IF PRESENTED ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT.

PAYMENT AGAINST CONFORMING PRESENTATIONS HEREUNDER SHALL BE MADE BY BANK DURING NORMAL BUSINESS HOURS OF THE BANK'S OFFICE WITHIN THREE (3) BUSINESS DAYS AFTER PRESENTATION.

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S.

DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: , **20**

REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE ISP98. INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

SILICON VALLEY BANK,

(FOR BANK USE ONLY) *(FOR BANK USE ONLY)*

DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: , **20**

EXHIBIT "A"

2.

3. SIGHT DRAFT/BILL OF EXCHANGE

DATE: REF. NO.

AT SIGHT OF THIS BILL OF EXCHANGE

PAY TO THE ORDER OF

US$

U.S. DOLLARS

"DRAWN UNDER **SILICON VALLEY BANK,** SANTA CLARA, CALIFORNIA, IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER NO. **SVBSF** DATED , 20 "

TO: **SILICON VALLEY BANK**

3003 TASMAN DRIVE

SANTA CLARA, CA 95054

[INSERT NAME OF BENEFICIARY]

Authorized Signature

GUIDELINES TO PREPARE THE SIGHT DRAFT OR BILL OF EXCHANGE:

1. DATE INSERT ISSUANCE DATE OF DRAFT OR BILL OF EXCHANGE.
2. REF. NO. INSERT YOUR REFERENCE NUMBER IF ANY.
3. PAY TO THE ORDER OF: INSERT NAME OF BENEFICIARY
4. US$ INSERT AMOUNT OF DRAWING IN NUMERALS/FIGURES.
5. U.S. DOLLARS INSERT AMOUNT OF DRAWING IN WORDS.
6. LETTER OF CREDIT NUMBER INSERT THE LAST DIGITS OF OUR STANDBY L/C NUMBER THAT PERTAINS TO THE DRAWING.
7. DATED INSERT THE ISSUANCE DATE OF OUR STANDBY L/C.

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DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. **SVBSF**

DATED: , **20**

IF YOU NEED FURTHER ASSISTANCE IN COMPLETING THIS SIGHT DRAFT OR BILL OF EXCHANGE, PLEASE CALL OUR L/C PAYMENT SECTION AT *** OR AT *** O AT ***.

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DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

CLIENT'S SIGNATURE(S) DATE

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF

DATED: , 20

EXHIBIT "B"

DATE:

TO: SILICON VALLEY BANK
****
ATTN:INTERNATIONAL DIVISION.
STANDBY LETTERS OF CREDIT

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. ISSUED BY SILICON VALLEY BANK, SANTA CLARA
L/C AMOUNT:

GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

(NAME OF TRANSFEREE)
(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECT TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HEREWITH, AND WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

SINCERELY,

_____
(BENEFICIARY'S NAME)

_____
(SIGNATURE OF BENEFICIARY)

_____
(NAME AND TITLE)

PAGE 9

_____
DRAFT LANGUAGE APPROVED FOR ISSUANCE BY:

_____
CLIENT'S SIGNATURE(S)

SIGNATURE AUTHENTICATED

The name(s), title(s), and signature(s) conform to that/those on file with us for the company and the signature(s) is/are authorized to execute this instrument. We further confirm that the Company has been identified applying the appropriate due diligence and enhanced due diligence as required by BSA and all its subsequent amendments.

_____
(Name of Bank)

_____
(Address of Bank)

_____
(City, State, ZIP Code)

_____
(Authorized Name and Title)

Silicon Valley Bank

LOAN AND SECURITY AGREEMENT

BORROWER: COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation **DATE: AUGUST 28, 2012**

This **LOAN AND SECURITY AGREEMENT** (this "**Agreement**") is entered into as of the date set forth above (the "**Effective Date**") by and between SILICON VALLEY BANK ("**Bank**"), and the borrower named above ("**Borrower**"). Capitalized terms used but not otherwise defined herein shall have the meanings given them on Schedule C. The parties agree as follows:

1. Loans. Bank will make extensions of credit or other financial accommodations for Borrower's benefit (collectively, "**Loans**"), and Borrower promises to pay Bank the amount of all Loans and other debts, principal, interest, Bank Expenses (as defined in Section 8.2), Final Payment, and other amounts Borrower owes Bank now or later and interest accruing after insolvency proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank (collectively, "**Obligations**") pursuant to the terms and conditions of this Agreement and as set forth on Schedule A. Bank's obligation to make any Loan is subject to its receipt of the agreements, documents and fees it reasonably requires.

2. Security Interest. As security for all present and future Obligations and for Borrower's performance for each of its duties hereunder, Borrower grants Bank a continuing security interest in all of Borrower's interest in the Collateral (as defined in Schedule B). Borrower acknowledges that it previously has entered, and/or may in the future enter, into Bank Services Agreements with Bank. Regardless of the terms of any Bank Services Agreement, Borrower agrees that any amounts Borrower owes Bank thereunder shall be deemed to be Obligations hereunder and that it is the intent of Borrower and Bank to have all such Obligations secured by the first priority perfected security interest in the Collateral granted herein (subject only to Permitted Liens that expressly have superior priority to Bank's lien in this Agreement). In the event (a) all Obligations (other than inchoate indemnity obligations), except for Bank Services, are satisfied in full, and (b) this Agreement is terminated, Bank shall terminate the security interest granted herein upon Borrower providing cash collateral acceptable to Bank in its good faith business judgment for Bank Services, if any. In the event such Bank Services consist of outstanding Letters of Credit, then on such date Borrower shall provide to Bank cash collateral in an amount equal to (i) one hundred five percent (105.0%) of the face amount of all such Letters of Credit denominated in Dollars and (ii) one hundred ten percent (110.0%) of the Dollar Equivalent of the face amount of all such Letters of Credit denominated in a Foreign Currency plus, in each case, all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment), to secure all of the Obligations relating to such Letters of Credit.

3. Representations, Warranties and Covenants of Borrower. Except as set forth under Item 10 of Schedule D attached hereto, Borrower represents, warrants and covenants to Bank as follows, as of the Effective Date and with respect to covenants, for so long as this Agreement is in effect or any Obligations remain outstanding:

3.1 Corporate Existence; Authority. Each of Borrower and its Subsidiaries is and will continue to be, duly existing and in good standing in its state of formation and qualified and licensed to do business in, and in good standing in, any state where such qualification is necessary, except for jurisdictions in which failure to do so would not have a material adverse effect on Borrower. The execution, delivery and performance by Borrower of this Agreement and all other related documents have been duly and validly authorized, do not conflict with Borrower's formation documents, and do not constitute an event of default under any material agreement by which Borrower is bound. "**Subsidiaries**" means any entity of which more than 50% of the voting stock or other equity interests is owned or controlled, directly or indirectly, by Borrower.

3.2 Collateral. Bank has and will at all times continue to have a first-priority perfected security interest in all of the Collateral. Borrower has, and will continue to have, good title to the Collateral, free of any liens except Permitted Liens. Borrower will immediately advise Bank in writing of any material loss or damage to the Collateral. If, at any time, Borrower has knowledge that it shall have acquired a commercial tort claim, Borrower shall promptly provide written notice thereof to Bank and grant to Bank in writing a security interest therein and in the proceeds thereof.

3.3 Financial Matters. All financial statements (including notes and schedules) now or in the future delivered to Bank, (i) have presented, and will present, fairly in all material respects Borrower's financial condition and its results of operations, and (ii) have been, and will be, prepared in conformity with generally accepted accounting principles ("**GAAP**"). Since the last date covered by any such statement, there has been no material impairment in the financial condition or business of Borrower. Borrower will provide Bank with all financial reports as set forth on Schedule A attached hereto, as well as any other financial information reasonably requested by Bank from time to time, including budgets, projections and plans.

3.4 Taxes; Legal Compliance. Borrower has filed, and will file, when due, all tax returns and reports required by applicable law. Borrower has paid, and will pay when due, all taxes, assessments, deposits and contributions now or in the future owed (except for taxes and assessments being contested in good faith with adequate reserves under GAAP). Borrower has complied, and will comply, in all material respects, with all applicable laws, rules and regulations.

3.5 Insurance. Borrower shall at all times insure all of the tangible personal property Collateral and carry such other business insurance as is customary for companies similarly situated to Borrower. All property policies will have a lender's loss payable endorsement showing Bank as a loss payee and all liability policies will show the Bank as an additional insured and

provide that the insurer must give Bank at least twenty days' notice before canceling its policy.

3.6 Access. Upon one Business Day's prior notice, Bank or its agents shall have the right to inspect the Collateral and to audit and copy Borrower's books and records during Borrower's regular business hours. A "**Business Day**" is any day that is not a Saturday, Sunday or a day on which the Bank is closed. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, Bank shall not be required to provide written notice to Borrower of any inspection or audit.

3.7 Banking Matters. Borrower shall at all times maintain its banking relationship with Bank in a manner as set forth on Schedule A.

3.8 Statement of Borrower's Information. All of Borrower's information set forth on Schedule D is true and correct as of the Effective Date, and Borrower shall provide written notice to Bank of any material changes within the prescribed periods of time set forth therein.

3.9 Insolvency. Borrower is able, and will continue to be able, to pay its debts (including trade debts) as they mature.

3.10 Additional Agreements. Borrower will not, and will not permit any of its Subsidiaries to, without Bank's prior written consent (which shall be a matter of Bank's good faith business judgment), do any of the following: (i) convey, sell, lease, transfer or otherwise dispose of ("**Transfer**") any property other than Permitted Transfers; (ii) engage in any business other than the business currently engaged in by Borrower or reasonably related thereto; (iii) permit or suffer to exist a change in its ownership existing as of the Effective Date in excess of the Ownership Threshold, except for the sale of capital stock to venture or strategic investors, provided that Bank receives at least five Business Days' prior written notice of such sale and such sale does not otherwise result in an Event of Default (as defined in Section 5); (iv) merge or consolidate with any party, or acquire all or substantially all of the capital stock or assets of another party; (v) incur or become liable for any indebtedness other than Permitted Indebtedness; (vi) assign or convey any rights to income or incur or allow any lien, security interest or other encumbrance on any of its property other than Permitted Liens; (vii) make any investments except for Permitted Investments; (viii) pay or declare any dividends on Borrower's stock; (ix) redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Borrower's stock other than stock repurchased in connection with the termination of employment or service as a consultant or director; (x) directly or indirectly enter into any material transaction with any affiliate except in the ordinary course of business upon reasonable terms no less favorable than those in an arm's-length transaction with a non-affiliate; or (xi) make any payment on, or materially change any term relating to, any indebtedness which is subordinated to any indebtedness owed to Bank by Borrower. Borrower shall not, without at least thirty days' prior written notice to Bank, relocate its principal offices from Borrower's address set forth on the signature page hereof or change its state of formation. Borrower shall take or authorize any further actions (including Bank's filing of financing statements to perfect Bank's security interest in the Collateral) and execute any further instruments as Bank reasonably requests to perfect or continue Bank's security interests or to effect the purposes of this Agreement.

3.11 Full Disclosure. No written representation, warranty or other statement of Borrower in any certificate or written statement given to Bank, in the aggregate, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement contained in such certificates or statements not misleading.

4. Term. This Agreement shall continue in effect until the maturity date set forth in Schedule A (the "**Term Loan Maturity Date**"). On the Term Loan Maturity Date or on any earlier effective date of termination of this Agreement, Borrower shall pay in cash all Obligations in full, whether or not such Obligations are otherwise then due and payable. No termination shall in any way affect or impair any security interest or other right or remedy of Bank, nor shall any such termination relieve Borrower of any obligation to Bank, until all of the Obligations have been paid and performed in full. Without limiting the foregoing, except as otherwise provided in Section 2, the grant of security interest by Borrower in Section 2 shall survive until the termination of all Bank Services Agreements.

5. Events of Default. The occurrence of any of the following events shall constitute an "**Event of Default**" hereunder: (i) Borrower fails to deliver the financial statements and other information pursuant to Section 3.3 above within the prescribed period of time; (ii) Borrower fails to pay when due any Loan or other monetary Obligation within three Business Days after the due date (during which time no additional Loans shall be made by Bank); (iii) Borrower fails to perform any obligation (other than payment of any Loan or other Obligations or those pursuant to Section 3.3 above) or covenant hereunder, which, if such default can be reasonably cured, is not cured within ten days after the date due (or a later date, as approved in writing by Bank); (iv) a Material Adverse Change; (v) any representation, or written statement given to Bank by or on behalf of Borrower, now or in the future, is untrue or misleading in a material respect; (vi) a default in any agreement between Borrower and a third party that gives the third party the right to accelerate any indebtedness exceeding the Contract Threshold Amount or that could reasonably be expected to cause any material impairment in the Borrower's business, operations or financial or other condition of the Borrower; (vii) the attachment, seizure, levy or possession by a trustee or receiver of any material portion of Borrower's assets which is not removed within ten days from its occurrence; (viii) the enjoinment, restraint or prevention by court order from conducting a material part of Borrower's business, which is not terminated within ten days of its occurrence; (ix) the dissolution, winding up or insolvency of Borrower; or (x) the appointment of a receiver, trustee or custodian, for all or part of the property of, assignment for the benefit of creditors by, or commencement of any proceeding by or against, Borrower under any reorganization, bankruptcy, insolvency, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or in the future in effect.

6. Rights and Remedies. If an Event of Default occurs and continues, Bank may, without notice or demand do any or all of the following: (i) accelerate and declare all of the Loans and other Obligations to be immediately due and payable (but if an Event of Default described in Sections 5(ix) or 5(x) occurs, all Obligations are immediately due and payable without any action by Bank); (ii) stop advancing money or extending credit for Borrower's benefit under this Agreement or any other agreement between Borrower and Bank; (iii) settle or adjust disputes and claims directly with account debtors for amounts, on terms and in any order that Bank considers advisable; (iv) make any payments and do any acts it considers necessary or reasonable to protect its security interest in the Collateral (and Borrower will reasonably cooperate with Bank accordingly); (v) apply to the Obligations any balances and deposits of Borrower that Bank holds or any amount held by Bank owing to or for the credit or the account of Borrower; (vi) increase the then-existing interest rate by an additional five percent per annum; (vii) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale and sell or otherwise dispose the Collateral; (viii) place a "hold" on any account maintained with Bank and deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any control agreement or similar agreements providing control of any Collateral; (ix) for any Letters of Credit, demand that Borrower (a) deposit cash with Bank in an amount equal to one hundred five percent (105.0%) of the face amount of all such Letters of Credit denominated in Dollars, and (b) deposit cash with Bank in an amount equal to one hundred ten percent (110.0%) of the face amount of all such Letters of Credit denominated in a Foreign Currency, for all such Letters of Credit remaining undrawn (plus all interest, fees, and costs due or to become due in connection therewith (as estimated by Bank in its good faith business judgment)), to secure all of the Obligations relating to such Letters of Credit, as collateral security for the repayment of any future drawings under such Letters of Credit, and Borrower shall forthwith deposit and pay such amounts, and (c) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of any Letters of Credit; (x) terminate any FX Forward Contracts; and/or (xi) exercise any other rights and remedies permitted by applicable law. Effective only when an Event of Default occurs and continues, Borrower irrevocably appoints Bank as its lawful attorney to: (a) endorse Borrower's name on any checks or other forms of payment or security; (b) sign Borrower's name on any invoice or bill of lading for any account or drafts against account debtors; (c) make, settle, and adjust all claims under Borrower's insurance policies; (d) settle and adjust disputes and claims about the accounts directly with account debtors for amounts and on terms Bank determines reasonable; and (e) transfer the Collateral into the name of Bank or a third party as the Massachusetts Uniform Commercial Code permits. Bank may exercise the power of attorney to sign Borrower's name on any documents necessary to perfect or continue the perfection of any security interest regardless of whether an Event of Default has occurred. Bank's appointment as Borrower's attorney in fact, and all of Bank's rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid and performed. All of Bank's rights and remedies under this Agreement or any other agreement between Bank and Borrower are cumulative. Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Bank on which Borrower is liable.

7. Indemnification. Borrower will indemnify, defend and hold harmless Bank and its affiliates, and each of their officers, directors, employees, attorneys, accountants and agents against: (i) all obligations, demands, claims, and liabilities asserted by any other party in connection with the transactions contemplated hereunder; and (ii) all losses and expenses incurred, or paid by Bank arising from transactions between Bank and Borrower (including reasonable attorneys' fees

and expenses), except, as to both "(i)" and "(ii)" in this Section 7, for losses caused by Bank's gross negligence or willful misconduct. This Section 7 shall survive termination of this Agreement.

8. General.

8.1 No Waivers; Amendments. The failure of Bank at any time to require Borrower to comply strictly with any of the provisions of this Agreement shall not waive Bank's right to later demand and receive strict compliance. Any waiver of a default shall not waive any other default. None of the provisions of this Agreement may be waived except by a specific written waiver signed by Bank and delivered to Borrower. The provisions of this Agreement may not be amended except in a writing signed by Borrower and Bank.

8.2 Bank Expenses; Attorneys' Fees. Borrower shall reimburse Bank for all audit fees and expenses and reasonable costs and expenses (including reasonable attorneys' fees and expenses) for preparing, negotiating, administering, defending and enforcing this Agreement and the other loan documents with Bank (including appeals or insolvency proceedings) (collectively, "**Bank Expenses**"). If, subject to the foregoing, Bank or Borrower files any lawsuit against the other predicated on a breach of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

8.3 Binding Effect; Assignment. This Agreement is binding upon and for the benefit of the successors and permitted assignees of each party. Borrower may not assign any rights under this Agreement without Bank's prior written consent. Bank has the right, without the consent of or notice to Borrower, to sell transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights, and benefits under this Agreement and the other Loan Documents.

8.4 Notices. All notices by any party required or permitted under this Agreement or any other related agreement must be in writing and be personally delivered or sent by overnight delivery, certified mail (postage prepaid and return receipt requested), or facsimile to the addresses and numbers below.

8.5 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the federal and state courts in Boston, Massachusetts: provided that if for

any reason Bank cannot avail itself of such courts in the Commonwealth of Massachusetts, Borrower accepts jurisdiction of the courts and venue in Santa Clara County, California.

8.6 Other. If any provision hereof is unenforceable, the remainder of this Agreement shall continue in full force and effect. This Agreement (including schedules hereto) and any other written agreements and, documents executed in connection herewith are the complete agreement between Borrower and Bank and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated herein. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute one agreement.

9. Confidentiality. In handling any confidential information, Bank will exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Bank's Subsidiaries or affiliates; (ii) to prospective transferees or purchasers of any interest in the loans (provided that Bank shall use commercially reasonable efforts in obtaining such transferee or purchasers agreement of the terms of this provision); (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Bank's examinations and audits; or (v) as Bank considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that is either: (a) in the public domain or in Bank's possession when disclosed to Bank or becomes part of the public domain after disclosure to Bank; or (b) disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

10. Mutual Waiver of Jury Trial. **BORROWER AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR ANY RELATED DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

11. Right of Set Off. Borrower hereby grants to Bank, a lien, security interest and right of set off as security for all Obligations to Bank, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Bank or any entity under the control of Bank (including a Bank subsidiary) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Bank may set off the same or any part thereof and apply the same to any liability or obligation of Borrower even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF BORROWER ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date initially set forth above.

BORROWER:

COLLEGIUM PHARMACEUTICAL, INC.

By: **/s/ Michael Heffernan**
Name: **Michael Heffernan**
Title: **President**

Address: 900 Highland Corporate Drive, Suite 203

Cumberland, RI 02664
Attn: Mike Heffernan
Facsimile: 401-762-2043

BANK:

SILICON VALLEY BANK

By: **/s/ Christina M. Zorzi**
Name: **Christina M. Zorzi**
Title: **Relationship Manager**

Address: ***
Attn: Ms. Christina Zorzi
Facsimile:

Silicon Valley Bank

SCHEDULE A
LOAN TERMS

BORROWER: COLLEGIUM PHARMACEUTICAL, INC.

TERM LOAN

Term Loan Amount:	$1,000,000.00
Term Loan Maturity Date:	Is, for each Loan, the Payment Date that is thirty-five (35) months after the applicable Amortization Date for such Loan.
Term Loan Draw Period:	The period of time from the Effective Date through the earlier to occur of: (i) June 30, 2013 or (ii) an Event of Default.
Term Loan Advances:	Subject to the terms and conditions of this Agreement and upon the delivery to Bank by Borrower of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in the form of Schedule F), Bank shall make one (1) Loan available to Borrower in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000.00) on the Effective Date. Subject to the terms and conditions of this Agreement, during the Term Loan Draw Period, and upon the delivery to Bank by Borrower of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in the form of Schedule F), Bank shall make Loans available to Borrower in an aggregate principal amount up to Seven Hundred Fifty Thousand Dollars ($750,000.00), provided that each Loan shall be in a principal amount of at least Two Hundred Fifty Thousand Dollars ($250,000.00). Once repaid, Loans may not be reborrowed. Bank will be obligated to make a Loan, so long as (i) each of the representations and warranties in Section 3 of the Agreement is materially true on the date the LOAN PAYMENT/ADVANCE REQUEST FORM is submitted and on the effective date of such Loan (except to the extent they relate specifically to an earlier date, in which case such representation and warranties shall continue to have been true and accurate as of such specified date), and (ii) no Event of Default shall have occurred and be continuing or result from such Loan.
Repayment:	Commencing on the first Payment Date of the month following the month in which the Funding Date of a Loan occurs, and continuing on each Payment Date thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of each Loan at the rate set forth below. Commencing on the applicable Amortization Date, and continuing on each Payment Date thereafter, Borrower shall repay each Loan in (i) thirty-six (36) equal monthly installments of principal, plus (ii) monthly payments of accrued interest at the rate set forth below. The final payment due on the applicable Term Loan Maturity Date shall include all outstanding principal and all accrued and unpaid interest under the Loan and all other outstanding Obligations with respect to such Loan.
Interest Rate:	Loans accrue interest on the outstanding principal balance at a per annum rate of two and one quarter of one percent (2.25%) above the Prime Rate, fixed at the time of the advance for each Loan. Interest is computed on a 360 day year for the actual number of days elapsed.
Default Rate:	Any amounts outstanding during the continuance of an Event of Default shall bear

at the request of Bank additional interest at the rate of five percent (5.0%) per annum.

Mandatory Prepayment:	If the Loans are accelerated following the occurrence of an Event of Default or otherwise, Borrower shall

immediately pay to Bank an amount equal to the sum of: (i) all outstanding principal and accrued interest under the Loans, (ii) the Final Payment, and (iii) all other sums, if any, that shall have become due and payable, including interest at the Default Rate with respect to any past due amounts.

Permitted Prepayment: Borrower shall have the option to prepay without penalty or premium all or a portion of the Loans provided Borrower (i) provides written notice to Bank of its election to prepay the Loans at least thirty (30) Business Days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) all outstanding principal and accrued interest under the Loans, (B) the Final Payment, and (C) all other sums, if any, that shall have become due and payable, including interest at the Default Rate with respect to any past due amounts.

Request to Debit Accounts: Bank may debit any of Borrower's deposit accounts (including account number(s):) for principal and interest payments or any amounts Borrower owes Bank when due. Bank will notify Borrower when it debits Borrower's accounts. Such debits are not a set-off. Payments received after 12:00 noon Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the next Business Day and additional interest shall accrue.

LIMITATION TO BANK'S OBLIGATIONS

Limitation: Bank's obligation to lend the undisbursed portion of the Loan will terminate if, in Bank's reasonable discretion, there has been any material impairment in the general affairs, management, results of operation, condition (financial or otherwise) or the prospect of repayment of the Obligations, or there has been any material adverse deviation by borrower from the most recent business plan of Borrower presented to and accepted by Bank prior to the execution of this Agreement.

FEES

Final Payment: Borrower will pay the Final Payment, when due hereunder.

Commitment Fee: Borrower will pay on the Effective Date a fully earned, non-refundable commitment fee of Five Thousand Dollars ($5,000.00).

WARRANT

Warrant: Concurrently on the Effective Date, Borrower will execute, deliver and issue to Bank a warrant to purchase shares of Borrower's common stock in form and substance satisfactory to Bank in its sole discretion.

BANKING MATTERS

Banking Matters: Borrower shall maintain all of its and all of its Subsidiaries' (if any) operating, depository, and securities accounts with Bank and Bank's affiliates.

FINANCIAL REPORTING REQUIREMENTS

Financial Reports: Borrower shall provide Bank:

· *Monthly Financial Statements*. Within thirty (30) days after the end of each month, monthly financial statements prepared by Borrower in accordance with GAAP, together with a Compliance Certificate signed by a Responsible Officer in

the form of Schedule E;

· *Annual Audited Financial Statements*. Within one hundred eighty (180) days following the end of Borrower's fiscal year, annual, audited, consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion in the financial statements from independent public accountants acceptable to Bank; and

· *Board Approved Operating Plan*. As soon as available, but no later than sixty (60) days after the last day of Borrower's fiscal year, a Board-approved operating plan, including balance sheet and income statement projections set forth on a monthly basis for the then current fiscal year in a form acceptable to Bank.

SCHEDULE B
COLLATERAL

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property as such terms are defined under the Massachusetts Uniform Commercial Code:

All goods, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles (including payment intangibles), accounts (including health-care receivables), documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, certificates of deposit, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any Intellectual Property; provided, however, the Collateral shall include all accounts, license and royalty fees and other revenues, proceeds, or income arising out of or relating to any of the foregoing Intellectual Property.

For purposes hereof, the following terms have the following meanings:

"Borrower's Books" means all Borrower's books and records including ledgers, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or discs or any equipment containing the information.

"Intellectual Property" means any copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, service marks and applications therefor, whether registered or not, and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, domain names, and any claims for damage by way of any past, present, or future infringement of any of the foregoing.

Pursuant to the terms of a certain negative pledge arrangement with Bank, Borrower has agreed not to encumber any of its copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions, domain names and any claims for damage by way of any past, present, or future infringement of any of the foregoing, without Bank's prior written consent.

SCHEDULE C
DEFINITIONS

As used in this Agreement, the following words shall have the following meanings:

"**Amortization Date**" is, for each Loan, the first Payment Date following the twelve (12) month anniversary of the Funding Date of such Loan, provided that if the Funding Date occurs on the first (1st) Business Day of the month, the Amortization Date for such Loan shall be the twelve (12) month anniversary of the Funding Date of such Loan.

"**Bank Services**" are any products, credit services and/or financial accommodations previously, now, or hereafter provided to Borrower or any of its Subsidiaries by Bank or any Bank affiliate, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services as any such products or services may be identified in Bank's various agreements related thereto (each, a "**Bank Services Agreement**").

"**Bank Services Agreement**" is defined in the definition of Bank Services.

"**Board**" means Borrower's board of directors.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which Bank is closed.

"**Contract Threshold Amount**" means Fifty Thousand Dollars ($50,000.00).

"**Dollar Equivalent**" is, at any time, (a) with respect to any amount denominated in Dollars, such amount, and (b) with respect to any amount denominated in a Foreign Currency, the equivalent amount therefor in Dollars as determined by Bank at such time on the basis of the then-prevailing rate of exchange in San Francisco, California, for sales of the Foreign Currency for transfer to the country issuing such Foreign Currency.

"**Effective Date**" is defined in the preamble hereof.

"**ERISA**" is the Employee Retirement Income Security Act of 1974, and its regulations.

"**Final Payment**" is, for each Loan, a payment (in addition to and not a substitution for the regular monthly payments of principal plus accrued interest) equal to the original principal amount of such Loan extended by Bank multiplied by the Final Payment Percentage, due on the earliest to occur of (a) the applicable Term Loan Maturity Date, (b) the acceleration of any Loan, or (c) the prepayment of a Loan pursuant to this Agreement.

"**Final Payment Percentage**" is, for each Loan, three and three quarters of one percent (3.75%).

"**Foreign Currency**" means lawful money of a country other than the United States.

"**Funding Date**" is any date on which a Loan is made to or for the account of Borrower which shall be a Business Day.

"**FX Forward Contract**" is any foreign exchange contract by and between Borrower and Bank under which Borrower commits to purchase from or sell to Bank a specific amount of Foreign Currency on a specified date.

"**Letter of Credit**" is a standby or commercial letter of credit issued by Bank upon request of Borrower based upon an application, guarantee, indemnity or similar agreement.

"**Loan Documents**" are, collectively, this Agreement, the Warrant, Bank Services Agreement, any subordination agreement, any note, or notes or guaranties executed by Borrower or any guarantor, and any other present or future agreement between Borrower and/or for the benefit of Bank in connection with this Agreement, all as amended, extended or restated.

"**Material Adverse Change**" means the occurrence of (a) any material impairment in the business, operations, or financial condition of the Borrower, (b) a material impairment of the prospect of repayment of any portion of the Obligations; or (c) a material impairment in the perfection or priority of Bank's security interest in the Collateral or in the value of such Collateral (other than normal depreciation) which is not covered by adequate insurance.

"**Obligations**" is defined in Section 1.

"**Ownership Threshold**" means forty-nine percent (49.0%).

"**Payment Date**" is the first (1st) Business Day of each month.

"**Permitted Indebtedness**" means (a) Borrower's indebtedness to Bank; (b) indebtedness existing on the Effective Date and shown on Schedule D; (c) indebtedness incurred by Borrower owed to a third-party subordinated to Borrower's indebtedness owed to Bank which subordination is reflected in a written agreement as accepted and approved by the Bank prior to the incurrence of such third-party indebtedness; (d) indebtedness to trade creditors incurred in the ordinary course of business; (e) indebtedness secured by Permitted Liens; (f) indebtedness arising from the endorsement of instruments in the ordinary course of business; and (g) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness described in (a) through (f) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon Borrower or its Subsidiaries, as the case may be.

"**Permitted Investments**" means (a) investments shown on Schedule D and existing on the Effective Date; (b) (i) marketable direct obligations issued or unconditionally guaranteed by the United States or its agency or any State maturing within 1 year from its acquisition, (ii) commercial paper maturing no more than 1 year after its creation and having the highest rating from either Standard & Poor's Ratings Service or Moody's Investors Service, Inc., (iii) Bank's certificates of deposit issued maturing no more than 1 year after issue**,** (iv) investments permitted by Borrower's investment policy, as amended from time to time, provided that such investment policy (and such amendments thereto) has been approved by Bank in writing (which approval shall not be unreasonably withheld, conditioned or delayed); (c) investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; (d) investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower's Board of Directors; (e) deposit and investment accounts of Borrower in which Bank has a lien prior to any other lien (other than liens securing customary fees and expenses (but no credit/debt relationship or margin account) of the depository or investment intermediary); and (f) investments not otherwise permitted in an aggregate amount of not more than Twenty Five Thousand Dollars ($25,000.00) in each fiscal year.

"**Permitted Liens**" means (a) liens existing on the Effective Date and shown on Schedule D or that are in favor of Bank; (b) liens for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which Borrower maintains adequate reserves on its books, if they have no priority over any of Bank's security interests; (c) purchase money liens (i) on equipment and related software acquired or held by Borrower or its Subsidiaries incurred for financing the acquisition of the equipment and related software, if any, including the financing of the costs of shipping, taxes and installation, or (ii) existing on equipment and related software when acquired, if the lien is confined to such property, improvements thereon, and proceeds thereof; (d) liens in favor of other financial institutions arising in connection with Borrower's deposit or investment accounts held at such institutions to secure customary fees and charges (but not credit/debt relationships or margin accounts), provided that Bank has a first perfected security interest in the amounts held in such deposit accounts; (e) liens securing claims or demands of materialmen, mechanics, carriers, warehousemen, suppliers, landlords and other Persons imposed without action of such parties, provided, they have no priority over any of Bank's security interests and the aggregate amount of such liens does not at any time exceed Twenty Five Thousand Dollars ($25,000.00); (f) liens arising from the filing of any financing statement on operating leases, to the extent such operating leases are permitted under this Agreement; (g) liens on cash collateral securing reimbursement obligations to Bank under letters of credit; (h) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar charges or encumbrances affecting real property not likely to result in a Material Adverse Change; (i) non-exclusive licenses and sublicenses granted by Borrower in the ordinary course of its business and not otherwise prohibited by this Agreement; (j) liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than liens imposed by ERISA); and (k) liens incurred in the extension, renewal or refinancing of the indebtedness secured by liens described in (a) through (d), but any extension, renewal or replacement lien must be limited to the property encumbered by the existing lien and the principal amount of the indebtedness may not increase.

"**Permitted Transfer**" means Transfers of (a) Inventory in the ordinary course of business; (b) non-exclusive licenses and similar arrangements for the use of the property of Borrower or its Subsidiaries in the ordinary course of business and other non-perpetual licenses that may be exclusive in some respects, such as, by way of example, with respect to field of use or geographic territory, but that do not result, under applicable law, in a sale of all of Borrower's interest in the property that is the subject of the license; and (c) worn-out or obsolete equipment.

"**Person**" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company association, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Prime Rate**" means the greater of (a) three and one quarter of one percent (3.25%), or (b) the rate of interest published in the "Money Rates" section of The Wall Street Journal, Eastern Edition as the "United States Prime Rate," even if such rate is not the lowest or best rate available. In the event that The Wall Street Journal, Eastern Edition is not published or such rate does not appear in The Wall Street Journal, Eastern Edition, the Prime Rate shall be determined by Bank until such time as the Prime Rate becomes available in accordance with past practices.

"**Responsible Officer**" is each of the Chief Executive Officer, the President, the Chief Financial Officer and the Controller of Borrower.

"**Subsidiaries**" is defined in Section 3.1.

"**Warrant**" is that certain Warrant to Purchase Stock dated as of the Effective Date executed by Borrower in favor of Bank, as it may be amended, restated or modified from time to time.


Silicon Valley Bank

SCHEDULE D
STATEMENT OF BORROWER'S INFORMATION

SCHEDULE E

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK

FROM: COLLEGIUM PHARMACEUTICAL, INC.

The undersigned authorized officer of COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank dated August , 2012 (as it may be amended, restated or modified from time to time, the "Agreement"), (i) Borrower is in complete compliance for the period ending with all required covenants except as noted below and (ii) all representations and warranties in the Agreement are true and correct in all material respects on this date (except to the extent they relate specifically to an earlier date, in which case such representations and warranties shall continue to have been true and correct as of such specified date). In addition, the undersigned authorized officer of Borrower certifies that Borrower and each Subsidiary has timely filed all required tax returns and paid, or made adequate provision to pay, all material taxes, except those being contested in good faith with adequate reserves under GAAP. Attached are the required documents supporting the certification. The Officer certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The Officer acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	Required	Complies	
Monthly financial statements + CC	Monthly within 30 days	Yes o	No o
Annual (Audited) financial statements	FYE within 180 days	Yes o	No o
Board-approved projections	FYE within 60 days	Yes o	No o

Borrower only has deposit accounts located at the following institutions: .

BANK USE ONLY

Comments Regarding Exceptions: See Attached.

Received by: _____
AUTHORIZED SIGNER

Sincerely,

Date: _____

COLLEGIUM PHARMACEUTICAL, INC.

Verified: _____
AUTHORIZED SIGNER

BY: _____
SIGNATURE

_____ Date: _____
TITLE

Compliance Status: Yes o No o

_____
DATE

SCHEDULE F


Silicon Valley Bank

LOAN PAYMENT/ADVANCE REQUEST FORM
DEADLINE FOR SAME DAY PROCESSING IS 12:00 NOON EASTERN TIME
Fax To: **Date:** _____

o **LOAN PAYMENT:**

COLLEGIUM PHARMACEUTICAL, INC.

From Account # _____ To Account # _____
(Deposit Account #) (Loan Account #)

Principal $ _____ and/or Interest $ _____

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects up to and including the date of the transfer request for a loan payment, but those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of that date:

Authorized Signature: _____ Phone Number: _____

o **LOAN ADVANCE:**

Complete *Outgoing Wire Request* section below if all or a portion of the funds from this loan advance are for an outgoing wire.

From Account # _____ To Account # _____
(Loan Account #) (Deposit Account #)

Amount of Advance $ _____

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects up to and including the date of the transfer request for an advance, but those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of that date:

Authorized Signature: _____ Phone Number: _____

o **OUTGOING WIRE REQUEST**

Complete only if all or a portion of funds from the *loan advance* above are to be wired.

Deadline for same day processing is 12:00pm Noon Eastern Time

Beneficiary Name: _____ Amount of Wire: $ _____
Beneficiary Bank: _____ Account Number: _____
City and State: _____
Beneficiary Bank Transit (ABA) #: _____ Beneficiary Bank Code (Swift, Sort, Chip, etc.): _____
(For International Wire Only)

Intermediary Bank: _____ Transit (ABA) #: _____
For Further Credit to: _____
Special Instruction: _____

By signing below, I (we) acknowledge and agree that my (our) funds transfer request shall be processed in accordance with and subject to the terms and conditions set forth in the agreements(s) covering funds transfer service(s), which agreements(s) were previously received and executed by me (us).

Authorized Signature: _____ 2nd Signature (If Required): _____
Print Name/Title: _____ Print Name/Title: _____
Telephone # _____ Telephone # _____

ENDNOTE ANNOTATIONS FOR INTERNAL SVB USE ONLY

Exhibit 10.3

FIRST AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This First Amendment to Loan and Security Agreement (this "**Amendment**") is entered into this 31st day of January, 2014, by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at *** ("Bank") and **COLLEGIUM PHARMACEUTICAL, INC.,** a Delaware corporation with a loan production office located at 780 Dedham Street, Suite 800, Canton, Massachusetts 02021 ("Borrower").

RECITALS

A. Bank and Borrower have entered into that certain Loan and Security Agreement dated as of August 28, 2012 (as the same may from time to time be amended, modified, supplemented or restated, the "Loan Agreement").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 4 (Term) of the Loan Agreement. Section 4 of the Loan Agreement is amended by deleting "**Term Loan Maturity Date**" and inserting "**Growth Capital Maturity Date**" in lieu thereof.

2.2 Schedule A (Loan Terms). Schedule A of the Loan Agreement is amended in its entirety and replaced with the Schedule A attached as Exhibit 1 hereto.

2.3 Schedule C (Definitions). The following terms and their definitions set forth on Schedule C of the Loan Agreement are amended and replaced with the following:

" "**Final Payment**" is, a payment (in addition to and not a substitution for the regular monthly payments of principal plus accrued interest) equal to $21,516.15, due on the earliest to occur of (a) the Growth Capital Maturity Date, (b) the acceleration of any Loan, or (c) the prepayment of a Loan pursuant to this Agreement."

" "**Warrant**" means collectively, that certain (i) Warrant to Purchase Stock dated as of the Effective Date, and (ii) Warrant to Purchase Stock dated as of the First Amendment Effective Date, in each case executed by Borrower in favor of Bank, as it may be amended, restated and modified from time to time."

2.4 Schedule C (Definitions). The following new terms and definitions are inserted to appear alphabetically on Schedule C of the Loan Agreement:

" "**2014 Amortization Date**" is, for any Loan, the first Payment Date following the twelve (12) month anniversary of the Funding Date of such Loan."

" "**First Amendment Effective Date**" is January 31, 2014."

" "**Growth Capital Draw Period**" is defined in Schedule A."

" "**Growth Capital Term A Loan**" is defined in Schedule A."

" "**Growth Capital Term B Loan**" is defined in Schedule A."

" "**Growth Capital Maturity Date**" is defined in Schedule A."

" "**Milestone Event**" means receipt by Bank of evidence satisfactory to Bank in its sole and absolute discretion on or before August 31, 2014, that Borrower has achieved positive phase III data in connection with its COL-003 Oxycodone clinical trials."

" "**Term Loan**" is defined in Schedule A."

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by

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Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Ratification of Schedule D. Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in Schedule D (Statement of Borrower's Information) of the Loan Agreement dated as of August 28, 2012 ("**Schedule D**"), and acknowledges, confirms and agrees the disclosures and information above Borrower provided to Bank in Schedule D have not changed, as of the date hereof.

6. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

7. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

8. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto and (b) Borrower's payment of Bank's legal fees and expenses incurred in connection with this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER		**BANK**	
COLLEGIUM PHARMACEUTICAL, INC.		**SILICON VALLEY BANK**	
By:	/s/ Michael Heffernan	By:	/s/ Christina M. Zorzi
Name:	Michael Heffernan	Name:	Christina M. Zorzi
Title:	President	Title:	V.P.

[Signature Page to First Amendment to Loan and Security Agreement]

Exhibit 1

SCHEDULE A

LOAN TERMS

BORROWER: COLLEGIUM PHARMACEUTICALS, INC.

TERM LOAN	$1,000,000.00 (the "**Term Loan**")
Term Loan Amount:	First Amendment Effective Date.
Term Loan Maturity Date:	The period of time from the Effective Date through the earlier to occur of: (i) June 30, 2013 or (ii) an Event of Default.
Term Loan Draw Period:	Subject to the terms and conditions of this Agreement and upon the delivery to Bank by Borrower of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in the form of Schedule F), Bank shall make one (1) Loan available to Borrower in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000.00) on the Effective Date. Subject to the terms and conditions of this Agreement, during the Term Loan Draw Period, and upon the delivery to Bank by Borrower of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in the form of Schedule F), Bank shall make Loans available to Borrower in an aggregate principal amount up to Seven Hundred Fifty Thousand Dollars ($750,000.00), provided that each Loan shall be in a principal amount of at least Two Hundred Fifty Thousand Dollars ($250,000.00). Once repaid, Loans may not be reborrowed.
Term Loan Advances:	Bank will be obligated to make a Loan, so long as (i) each of the representations and warranties in Section 3 of the Agreement is materially true on the date the LOAN PAYMENT/ADVANCE REQUEST FORM is submitted and on the effective date of such Loan (except to the extent they relate specifically to an earlier date, in which case such representation and warranties shall continue to have been true and accurate as of such specified date), and (ii) no Event of Default shall have occurred and be continuing or result from such Loan.
Repayment:	Commencing on the first Payment Date of the month following the month in which the Funding Date of a Loan occurs, and continuing on each Payment Date thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of each Loan at the rate set forth below. Commencing on the applicable Amortization Date, and continuing on each Payment Date thereafter, Borrower shall repay each Loan in (i) thirty-six (36) equal monthly installments of principal, plus (ii) monthly payments of accrued interest at the rate set forth below. The final payment due on the applicable Term Loan Maturity Date shall include all outstanding principal and all accrued and unpaid interest under the Loan and all other outstanding Obligations with respect to such Loan.

GROWTH CAPITAL TERM LOAN

Growth Capital Term Loan:	On the First Amendment Effective Date, and subject to the terms and conditions of this Agreement, and upon the delivery by Borrower to Bank of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in a form acceptable to Bank), Bank shall make one (1) Loan to Borrower in the original principal amount of Two Million Dollars ($2,000,000.00) (the "**Growth Capital Term A Loan**"); provided that, a portion of the Growth Capital Term A Loan shall be used to pay in full all outstanding Obligations of Borrower to Bank pursuant to the Term Loan, at which time all Obligations with respect to the Term Loan shall be satisfied in full. Subject to the terms and conditions of this Agreement, during the Growth Capital Draw Period, and upon the delivery by Borrower to Bank of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in a form acceptable to Bank), Bank shall make two (2) additional Loans to Borrower in an amount of up to the Four Million Dollars ($4,000,000.00) (the "**Growth Capital Term B Loan**"). The aggregate original principal amount of the Growth Capital Term A Loan and the Growth Capital Term B Loan shall not exceed Six Million Dollars ($6,000,000.00). After repayment, no Loan may be reborrowed. Bank will be obligated to make Loans, so long as (i) each of the representations and warranties in Section 3 of the Agreement is materially true on the date the LOAN PAYMENT/ADVANCE REQUEST FORM is submitted and on the effective date of such Loan (except to the extent they relate specifically to an earlier date, in which case such representation and warranties shall continue to have been true and accurate in all material respects as of such specified date), and (ii) no Event of Default shall have occurred and be continuing or result from such Loan.
Growth Capital Draw Period:	Is period of commencing upon the Milestone Event through the earlier to occur of (a) an Event of Default, or (b) August 31, 2014 (the "**Growth Capital Draw Period**").
Maturity Date:	Is with respect to each Loan, the Payment Date which is thirty-five (35) months after the applicable 2014 Amortization Date (the "**Growth Capital Maturity Date**").
Repayment:	Commencing on the first Payment Date of the month following the month in which the Funding Date of the applicable Loan occurs and continuing on the Payment Date of each month thereafter, Borrower shall make monthly payments of interest, in arrears, on the principal amount of such Loan at the rate set forth below. Commencing on the applicable 2014 Amortization Date, and continuing on each Payment Date thereafter, Borrower shall repay each Loan in (i) thirty-six (36) equal monthly installments of principal, plus (ii) monthly payments of accrued but unpaid interest at the rate set forth below. The final payment due on the applicable Growth Capital Maturity Date shall include all outstanding principal and accrued and unpaid interest under each Loan and all other outstanding Obligations with respect to each Loan.

Interest Rate: Each Loan shall accrue interest on the outstanding principal balance at a per annum rate of one and three-quarters of one percent (1.75%) above the Prime Rate, fixed as of the Funding Date for each Loan. Interest is computed on a 360-day year for the actual number of days elapsed. Any amounts outstanding during the continuance of an Event of Default

Default Rate: shall bear additional interest at the rate of five percent (5.0%) per annum.

Permitted Prepayment: Borrower shall have the option to prepay all (but not less than all) of the Loans provided Borrower (i) provides written notice to Bank of its election to prepay the Loans at least five (5) days prior to such prepayment, and (ii) pays, on the date of such prepayment (A) all outstanding principal and accrued interest under the Loans, (B) the Final Payment, and (C) all other sums, if any, that shall have become due and payable, including interest at the Default Rate with respect to any past due amounts.

Mandatory Prepayment: If the Loans are accelerated following the occurrence of an Event of Default or otherwise, Borrower shall immediately pay to Bank an amount equal to the sum of: (i) all outstanding principal and accrued interest under the Loans, (ii) the Final Payment, and (iii) all other sums, if any, that shall have become due and payable, including interest at the Default Rate with respect to any past due amounts.

Request to Debit Accounts: Bank may debit any of Borrower's deposit accounts (including account number(s):) at Bank for principal and interest payments or any amounts Borrower owes Bank when due. Bank will notify Borrower when it debits Borrower's accounts. Such debits are not a set-off. Payments received after 12:00 noon Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the next Business Day and additional interest shall accrue.

LIMITATION TO BANK'S OBLIGATIONS

Limitation: Bank's obligation to lend the undisbursed portion of the Loan will terminate if, in Bank's reasonable discretion, there has been any material impairment in the general affairs, management, results of operation, condition (financial or otherwise) or the prospect of repayment of the Obligations, or there has been any material adverse deviation by Borrower from the most recent business plan of Borrower presented to and accepted by Bank prior to the execution of this Agreement.

FEES

Final Payment: Borrower will pay the Final Payment, when due hereunder.

Commitment Fee: Borrower previously paid to Bank on the Effective Date a fully earned, non-refundable commitment fee of Five Thousand Dollars ($5,000.00).

WARRANT

Warrant: Concurrently on the First Amendment Effective Date, Borrower will execute, deliver and issue to Bank a warrant to purchase shares of Borrower's common stock in form and substance satisfactory to Bank in its sole discretion.

BANKING MATTERS

Banking Matters: Borrower shall maintain all of its and all of its Subsidiaries' (if any) operating, depository, and securities accounts with Bank and Bank's affiliates.

FINANCIAL REPORTING REQUIREMENTS

Financial Reports: Borrower shall provide Bank:

- *Monthly Financial Statements.* Within thirty (30) days after the end of each month, monthly financial statements prepared by Borrower in accordance with GAAP, together with a Compliance Certificate signed by a Responsible Officer in the form of Schedule E;

- *Annual Audited Financial Statements.* Within one hundred eighty (180) days following the end of Borrower's fiscal year, annual, audited, consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion in the financial statements from independent public accountants acceptable to Bank; and
- *Board Approved Operating Plan.* As soon as available, but no later than sixty (60) days after the last day of Borrower's fiscal year, a Board-approved operating plan, including balance sheet and income statement projections set forth on a monthly basis for the then current fiscal year in a form acceptable to Bank.

ASSUMPTION AND SECOND AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Assumption and Second Amendment to Loan and Security Agreement (this "**Amendment**") is entered into this 12th day of August, 2014, by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at *** ("**Bank**") and **COLLEGIUM PHARMACEUTICAL, INC.,** a Virginia corporation with an office located at 780 Dedham Street, Suite 800, Canton, Massachusetts 02021 ("**Borrower**").

RECITALS

A. Bank and **COLLEGIUM PHARMACEUTICAL, INC.,** a Delaware corporation ("**Existing Borrower**") have entered into that certain Loan and Security Agreement dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2014 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Existing Borrower and Borrower have entered into that certain Agreement and Plan of Merger dated as of July 10, 2014 pursuant to which Existing Borrower merged with and into Borrower, resulting in, among other things, Borrower being the surviving corporation.

C. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

D. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more fully set forth herein.

E. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Assumption. Borrower hereby agrees to substitute itself as a "Borrower" under the Loan Agreement and each of the Loan Documents in lieu of Existing Borrower, and agrees to comply with and be bound by all of the terms, conditions and covenants of the Loan Agreement and Loan Documents, as if it were originally named a "Borrower" therein. Without limiting the generality of the preceding sentence, Borrower hereby assumes and agrees to pay and perform when due all present and future indebtedness, liabilities and obligations of Existing Borrower under the Loan Agreement, including, without limitation, the Obligations. All references in the Loan Documents to "Borrower" shall be deemed to refer to Borrower. Furthermore, all present and future obligations of Existing Borrower shall be deemed to refer to all present and future obligations of Borrower. Borrower acknowledges that the Obligations are due and owing to Bank from Existing Borrower, without any defense, offset or counterclaim of any kind or nature whatsoever as of the date hereof.

3. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, Borrower hereby grants to Bank a continuing lien upon and security interest in all of Borrower's now existing or hereafter arising rights and interest in the Collateral, whether now owned or existing or hereafter created, acquired, or arising, and wherever located, including, without limitation, all of Existing Borrower's assets transferred to Borrower and all of Borrower's assets and all of Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories,

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accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing. Borrower further covenants and agrees that by its execution hereof it shall provide all such information, complete all such forms, and take all such actions, and enter into all such agreements, in form and substance reasonably satisfactory to Bank that are reasonably deemed necessary by Bank in order to grant a valid, perfected security interest to Bank in the Collateral. Borrower hereby authorizes Bank to file financing statements, without notice to Borrower, with all appropriate jurisdictions in order to perfect or protect Bank's interest or rights hereunder, including a notice that any disposition of the Collateral, by either Borrower or any other Person, shall be deemed to violate the rights of Bank under the Massachusetts Uniform Commercial Code. Any such financing statements may indicate the Collateral as "all assets of the Debtor" or words of similar effect, or as being of an equal or lesser scope, or with greater detail, all in Bank's discretion.

4. Amendments to Loan Agreement.

4.1 Notwithstanding Schedule A to the Loan Agreement, Borrower may deliver its fiscal year 2013 audited consolidated financial statements to Bank on or before August 31, 2014.

4.2 Section 3.3 (Financial Matters). Section 3.3 of the Loan Agreement is amended by inserting the following text to appear at the end thereof:

"Additionally, Borrower will abide by the financial covenants set forth in Schedule A (the "**Financial Covenants**")."

4.3 Section 5 (Events of Default). Subsection (i) appearing in Section 5.5 of the Loan Agreement is amended in its entirety and replaced with the following:

"(i) Borrower fails to deliver the financial statements and other information pursuant to Section 3.3 above within the prescribed period of time or to abide by any of the Financial Covenants."

4.4 Section 5 (Events of Default). Subsection (iii) appearing in Section 5.5 of the Loan Agreement is amended in its entirety and replaced with the following:

"(iii) Borrower fails to perform any obligation (other than payment of any Loan or other Obligations or those pursuant to Section 3.3 above (including Financial Covenants)) or covenant hereunder, which, if such default can be reasonably cured, is not cured within ten (10) days after the date due (or a later date, as approved in writing by Bank);"

4.5 Schedule A (Loan Terms). The last three sentences of the first paragraph of the section entitled "Growth Capital Term Loan" appearing in Schedule A of the Loan Agreement are amended in their entirety and replaced with the following:

"Subject to the terms and conditions of this Agreement, during the Growth Capital Draw Period, and upon the delivery by Borrower to Bank of a completed and executed irrevocable LOAN PAYMENT/ADVANCE REQUEST FORM (in a form acceptable to Bank), Bank shall make two (2) additional Loans to Borrower in an aggregate principal amount of up to Six Million Dollars ($6,000,000.00) (the "**Growth Capital B Term Loans**"). The aggregate original principal amount of the Growth Capital Term A Loan and the Growth Capital B Term Loans shall not exceed Eight Million Dollars ($8,000,000.00). After repayment, no Loan may be reborrowed."

4.6 Schedule A (Loan Terms). Schedule A of the Loan Agreement shall be amended by inserting the following new section entitled "Financial Covenant" to appear immediately after the section entitled "Financial Reporting Requirements":

FINANCIAL COVENANT

Capital Event	Borrower shall provide evidence acceptable to Bank in its sole discretion, on or after the Second Amendment Effective Date, but on or prior to October 31, 2014, that the Capital Event has occurred.

4.7 Schedule C (Definitions). The following new terms and definitions are inserted to appear alphabetically on Schedule C of the Loan Agreement:

" "**Capital Event**" means confirmation by Bank that Borrower has received, on or after the Second Amendment Effective Date, but on or prior to October 31, 2014, unrestricted and unencumbered net cash proceeds in an amount of at least Three Million Dollars ($3,000,000.00) from (i) the issuance of and sale by Borrower of its equity securities and/or Subordinated Debt with investors reasonably acceptable to Bank and/or (ii) licensing agreements, grants, partnerships, joint ventures or strategic alliances subject to the terms and conditions hereof. Such amount shall be maintained in accounts of Borrower with Bank (less amounts used by Borrower for ongoing current business operations or other payments permitted pursuant to the terms of this Agreement)."

" "**Financial Covenants**" is defined in Section 3.3."

" "**Growth Capital B Term Loans**" is defined in Schedule A."

" "**Second Amendment Effective Date**" is August 12, 2014."

" "**Subordinated Debt**" is indebtedness incurred by Borrower subordinated to all of Borrower's now or hereafter indebtedness to Bank (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Bank entered into between Bank and the other creditor), on terms acceptable to Bank."

4.8 Schedule E (Compliance Certificate). Schedule E of the Loan Agreement is amended in its entirety and replaced with the Schedule E attached as Exhibit 1 hereto.

5. Limitation of Amendments.

5.1 The amendments set forth in Section 4, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

5.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

6. Representations and Warranties. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

6.1 Borrower hereby represents and warrants to Bank that all representations and warranties in the Loan Documents made on the part of Existing Borrower are true and correct on the date hereof with respect to Borrower, with the same force and effect as if Borrower were named as "Borrower" in the Loan Documents.

6.2 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

6.3 Borrower has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

6.4 The organizational documents of Borrower delivered to Bank on the Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as set forth on Exhibit 2 hereto;

6.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

6.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

6.7 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

6.8 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

7. Updated Schedule D. Borrower has delivered an updated Schedule D (Statement of Borrower's Information) to the Loan Agreement in connection with this Amendment (the "**Updated Schedule D**"), which Updated Schedule D shall supersede in all respects that certain Schedule D (Statement of Borrower's Information) to the Loan Agreement previously delivered by Borrower to Bank in connection with the Loan Agreement. Borrower agrees that all references in the Loan Agreement to "Schedule D" shall hereinafter be deemed to be a reference to the Updated Schedule D.

8. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

9. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

10. Delivery of Documents. Borrower hereby agrees that the following documents shall be delivered to Bank prior to or concurrently with this Amendment, each in form and substance satisfactory to Bank:

10.1 a certificate of the secretary of Borrower with respect to its articles of incorporation, bylaws, incumbency and resolutions authorizing the execution and delivery of this Amendment and the other documents required by Bank in connection with this Amendment;

10.2 consent of the shareholders and/or Preferred Directors (as defined in Borrower's articles of incorporation) of Borrower authorizing the execution and delivery of this Amendment and the other documents required by Bank in connection with this Amendment;

10.3 a long form certificate of the Secretary of State of Virginia (certified within the past thirty (30) days) as to Borrower's existence and good standing;

10.4 a certificate of the Secretary of the Commonwealth of Massachusetts (certified within the past thirty (30) days) as to Borrower's existence and good standing;

10.5 the results of UCC searches with respect to Borrower and Existing Borrower indicating that there are no Liens, other than Permitted Liens;

10.6 an updated Schedule D (Statement of Borrower's Information) of the Loan Agreement;

10.7 Deposit/Securities Account Control Agreement, as necessary, for Borrower;

10.8 Securities Account Control Agreement (SVB Asset Management) for Borrower; and

10.9 such other documents as Bank may reasonably request.

11. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto and (b) Borrower's payment of Bank's reasonable legal fees and expenses incurred in connection with this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER		**BANK**	
COLLEGIUM PHARMACEUTICAL, INC.		**SILICON VALLEY BANK**	
By:	/s/ Michael Heffernan	By:	/s/ Clark Hayes
Name:	Michael Heffernan	Name:	Clark Hayes
Title:	CEO, President and Secretary	Title:	Director

Exhibit 1

SCHEDULE E

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK

FROM: COLLEGIUM PHARMACEUTICAL, INC.

The undersigned authorized officer of COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank dated August 28, 2012 (as it may be amended, restated or modified from time to time, the "Agreement"), (i) Borrower is in complete compliance for the period ending with all required covenants except as noted below and (ii) all representations and warranties in the Agreement are true and correct in all material respects on this date (except to the extent they relate specifically to an earlier date, in which case such representations and warranties shall continue to have been true and correct as of such specified date). In addition, the undersigned authorized officer of Borrower certifies that Borrower and each Subsidiary has timely filed all required tax returns and paid, or made adequate provision to pay, all material taxes, except those being contested in good faith with adequate reserves under GAAP. Attached are the required documents supporting the certification. The Officer certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The Officer acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	Required	Complies	
Monthly financial statements + CC	Monthly within 30 days	Yes o	No o
Annual (Audited) financial statements	FYE within 180 days	Yes o	No o
Board-approved projections	FYE within 60 days	Yes o	No o

Borrower only has deposit accounts located at the following institutions: .

Financial Covenant	Required	Actual	Complies	
Capital Event	$ 3,000,000 by 10/31/14	$	Yes o	No o

The following financial covenant analysis and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Certificate.

Comments Regarding Exceptions: See Attached.

Sincerely,

COLLEGIUM PHARMACEUTICAL, INC.

SIGNATURE

TITLE

DATE

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER

Date: _____

Verified: _____
AUTHORIZED SIGNER

Date: _____

Compliance Status: Yes o No o

Schedule 1 to Compliance Certificate

Financial Covenants of Borrower

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Dated: _____

I. **Capital Event (Schedule A)**

Required: Confirmation by Bank that Borrower has received, on or after the Second Amendment Effective Date, but on or prior to October 31, 2014, unrestricted and unencumbered net cash proceeds in an amount of at least Three Million Dollars ($3,000,000.00) from (i) the issuance of and sale by Borrower of its equity securities and/or Subordinated Debt with investors acceptable to Bank and/or (ii) partnerships, joint ventures or

strategic alliances subject to the terms and conditions hereof. Such amount shall be maintained in accounts of Borrower with Bank (less amounts used by Borrower for ongoing current business operations or other payments permitted pursuant to the terms of this Agreement).

Actual: $

o No, not in compliance o Yes, in compliance

Exhibit 2

Exhibit 2 has been omitted as such documents have been separately filed as a exhibits to the Form S-1. The Company agrees to furnish supplementally a copy of these exhibits to the Securities and Exchange Commission upon request.

Exhibit 10.5

THIRD AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Third Amendment to Loan and Security Agreement (this "**Amendment**") is entered into this 25th day of September, 2014, by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at *** ("**Bank**") and **COLLEGIUM PHARMACEUTICAL, INC.,** a Virginia corporation with an office located at 780 Dedham Street, Suite 800, Canton, Massachusetts 02021 ("**Borrower**").

RECITALS

A. Bank and Borrower are parties to that certain Loan and Security Agreement dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2014, and as further amended by that certain Assumption and Second Amendment to Loan and Security Agreement (the "**Second Amendment**") dated as of August 12, 2014 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Amendment to Loan Agreement. Schedule A (Loan Terms). The following term appearing in Schedule A of the Loan Agreement entitled "Growth Capital Draw Period" is amended in its entirety and replaced with the following:

"**Growth Capital Draw Period**: Is the period of time commencing upon the Milestone Event through the earlier to occur of (a) an Event of Default, or (b) September 30, 2014 (the "**Growth Capital Draw Period**")."

2. Limitation of Amendments.

2.1 The amendments set forth in Section 1, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

2.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

3. Representations and **Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

3.1 Borrower hereby represents and warrants to Bank that all representations and warranties in the Loan Documents made on the part of Existing Borrower are true and correct on the date hereof with respect to Borrower, with the same force and effect as if Borrower were named as "Borrower" in the Loan Documents.

3.2 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

3.3 Borrower has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

3.4 The organizational documents of Borrower delivered to Bank on the Second Amendment Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as set forth on Exhibit 2 annexed to the Second Amendment;

3.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

3.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

3.7 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

3.8 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

4. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

5. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto and (b) Borrower's payment of Bank's reasonable legal fees and expenses incurred in connection with this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER		**BANK**	
COLLEGIUM PHARMACEUTICAL, INC.		**SILICON VALLEY BANK**	
By:	/s/ Michael Heffernan	By:	/s/ Matthew Griffiths
Name:	Michael Heffernan	Name:	Matthew Griffiths
Title:	CEO, President & Secretary	Title:	Vice President

Exhibit 10.6

FOURTH AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Fourth Amendment to Loan and Security Agreement (this "**Amendment**") is entered into this31st day of October, 2014, by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at *** ("**Bank**") and **COLLEGIUM PHARMACEUTICAL, INC.,** a Virginia corporation with an office located at 780 Dedham Street, Suite 800, Canton, Massachusetts 02021 ("**Borrower**").

RECITALS

A. Bank and Borrower are parties to that certain Loan and Security Agreement dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2014, as amended by that certain Assumption and Second Amendment to Loan and Security Agreement (the "**Second Amendment**") dated as of August 12, 2014, and as further amended by that certain Third Amendment to Loan and Security Agreement dated as of September 25, 2014 (as the same may from time to time be further amended, modified, supplemented or restated, the "**Loan Agreement**").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to make certain revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Amendment to Loan Agreement. Schedule A (Loan Terms). Schedule A of the Loan Agreement shall be amended by deleting the provision entitled "Financial Covenant" in its entirety and inserting in lieu thereof the following:

FINANCIAL COVENANT

Capital Event	Borrower shall provide evidence acceptable to Bank in its sole discretion, on or after the Second Amendment Effective Date, but on or prior to November 15, 2014, that the Capital Event has occurred.

2. Schedule C (**Definitions**). The following term and definition appearing on Schedule C of the Loan Agreement is amended in its entirety and replaced with the following:

" "**Capital Event**" means confirmation by Bank that Borrower has received, on or after the Second Amendment Effective Date, but on or prior to November 15, 2014, unrestricted and unencumbered net cash proceeds in an amount of at least Three Million Dollars ($3,000,000.00) from (i) the issuance of and sale by Borrower of its equity securities and/or Subordinated Debt with investors reasonably acceptable to Bank and/or (ii) licensing agreements, grants, partnerships, joint ventures or strategic alliances subject to the terms and conditions hereof. Such amount shall be maintained in accounts of Borrower with Bank (less amounts used by Borrower for ongoing

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current business operations or other payments permitted pursuant to the terms of this Agreement)."

3. Schedule E (Compliance Certificate). Schedule E of the Loan Agreement is amended in its entirety and replaced with the Schedule E attached as Exhibit 1 hereto.

4. Limitation of Amendments.

4.1 The amendments set forth in Section 1, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

4.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

5. Representations and **Warranties.** To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

5.1 Borrower hereby represents and warrants to Bank that all representations and warranties in the Loan Documents made on the part of Existing Borrower are true and correct on the date hereof with respect to Borrower, with the same force and effect as if Borrower were named as "Borrower" in the Loan Documents.

5.2 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

5.3 Borrower has the corporate power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

5.4 The organizational documents of Borrower delivered to Bank on the Second Amendment Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect, except as set forth on Exhibit 2 annexed to the Second Amendment;

5.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

5.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

5.7 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

5.8 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

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6. **Integration**. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

7. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

8. **Effectiveness**. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto and (b) Borrower's payment of Bank's reasonable legal fees and expenses incurred in connection with this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first written above.

BORROWER		**BANK**	
COLLEGIUM PHARMACEUTICAL, INC.		**SILICON VALLEY BANK**	
By:	/s/ Michael Heffernan	By:	/s/ Christina M. Zorzi
Name:	Michael Heffernan	Name:	Christina M. Zorzi
Title:	CEO	Title:	Vice President

[Signature Page to Third Amendment to Loan and Security Agreement]

Exhibit 1

SCHEDULE E

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK

FROM: COLLEGIUM PHARMACEUTICAL, INC.

The undersigned authorized officer of COLLEGIUM PHARMACEUTICAL, INC., a Delaware corporation ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank dated August 28, 2012 (as it may be amended, restated or modified from time to time, the "Agreement"), (i) Borrower is in complete compliance for the period ending with all required covenants except as noted below and (ii) all representations and warranties in the Agreement are true and correct in all material respects on this date (except to the extent they relate specifically to an earlier date, in which case such representations and warranties shall continue to have been true and correct as of such specified date). In addition, the undersigned authorized officer of Borrower certifies that Borrower and each Subsidiary has timely filed all required tax returns and paid, or made adequate provision to pay, all material taxes, except those being contested in good faith with adequate reserves under GAAP. Attached are the required documents supporting the certification. The Officer certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The Officer acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	**Required**	**Complies**

Monthly financial statements + CC	Monthly within 30 days	Yes o	No o
Annual (Audited) financial statements	FYE within 180 days	Yes o	No o
Board-approved projections	FYE within 60 days	Yes o	No o

Borrower only has deposit accounts located at the following institutions: .

Financial Covenant	Required	Actual	Complies	
Capital Event	$ 3,000,000 by 11/15/14	$	Yes o	No o

The following financial covenant analysis and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Certificate.

Comments Regarding Exceptions: See Attached.

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER

Sincerely,

Date: _____

COLLEGIUM PHARMACEUTICAL, INC.

Verified: _____
AUTHORIZED SIGNER

_____
SIGNATURE

Date: _____

_____
TITLE

Compliance Status: Yes o No o

_____
DATE

Schedule 1 to Compliance Certificate

Financial Covenants of Borrower

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Dated: _____

I. **Capital Event (Schedule A)**

Required: Confirmation by Bank that Borrower has received, on or after the Second Amendment Effective Date, but on or prior to November 15, 2014, unrestricted and unencumbered net cash proceeds in an amount of at least Three Million Dollars ($3,000,000.00) from (i) the issuance of and sale by Borrower of its equity securities and/or Subordinated Debt with investors acceptable to Bank and/or (ii) partnerships, joint ventures or strategic alliances subject to the terms and conditions hereof. Such amount shall be maintained in accounts of Borrower with Bank (less amounts used by Borrower for ongoing current business operations or other payments permitted pursuant to the terms of this Agreement).

Exhibit 10.7

EXECUTION COPY

COLLEGIUM PHARMACEUTICAL, INC.

Series B Convertible Preferred Stock Purchase Agreement

Dated as of February10, 2012

Table of Contents

SCHEDULES

EXHIBITS

SERIES B CONVERTIBLE PREFERRED STOCK PURCHASE AGREEMENT

This Series B Convertible Preferred Stock Purchase Agreement ("Agreement") dated as of February 10, 2012 is entered into by and among Collegium Pharmaceutical, Inc., a Delaware corporation (the "Company"), and the individuals and entities listed on Schedule A hereto (each a "Purchaser" and collectively, the "Purchasers"). In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

ARTICLE 1

PURCHASE, SALE AND TERMS OF SHARES

1.1 Recapitalization and Authorization of Series B Convertible Preferred Stock; Definitions. By the filing the Amended and Restated Certificate of Incorporation attached hereto as Exhibit 1.1 (the "Restated Certificate") with the Secretary of State of the State of Delaware, the Company has (a) effected the recapitalization, reclassification and conversion of all issued and outstanding shares of the Company's previously issued preferred stock that was authorized by the Company's Amended and Restated Certificate of Incorporation filed with the Secretary of State of Delaware on June 23, 2008, as further amended on February 26, 2010 and November 19, 2010 (such certificate of incorporation and amendments together, the "Prior Charter"), into shares of a newly designated Series A Convertible Preferred Stock, par value $0.001 per share (the "Series A Preferred Stock"), and (b) authorized the issuance and sale of up to Twenty Seven Million Three Hundred Twenty-Four Thousand Two Hundred Thirty Seven (27,324,237) shares (the "Series B Preferred Shares") of a newly designated Series B Convertible Preferred Stock, par value $0.001 per share (the "Series B Preferred Stock", together with the Series A Preferred Stock, the "Preferred Stock"). The Series B Preferred Stock and Series A Preferred Stock shall have the rights, privileges, preferences and restrictions set forth in the Restated Certificate. Except as otherwise defined herein, capitalized terms used in this Agreement are defined in Section 4.1.

1.2 Conversion Shares. Prior to the Closing Date (as defined below), the Company has authorized and has reserved and covenants to continue to reserve, free of preemptive rights and other preferential rights, a sufficient number of its previously authorized but unissued shares of the Company's Common Stock, par value $0.001 per share (the "Common Stock"), to satisfy the rights of conversion of the holders of the Series B Preferred Stock. Any shares of Common Stock issuable upon conversion of the Series B Preferred Stock are herein referred to as the "Conversion Shares."

1.3 The Shares. The Series B Preferred Shares and the Conversion Shares are sometimes collectively referred to herein as the "Shares."

1.4 The Closing.

(a) The Company agrees to issue and sell to the Purchasers and, subject to and in reliance upon the representations, warranties, covenants, terms and conditions of this Agreement, including the closing conditions set forth in Section 2.1, the Purchasers, severally but not jointly, agree to purchase that number of the Series B Preferred Shares set forth opposite

their respective names in Schedule A attached hereto under the heading "No. of Series B Preferred Shares Purchased with Cash or Conversion of Notes" and under the heading "No. of Series B Preferred Shares Purchased by Net Exercise of Warrants" at a purchase price of $0.84 per share ("Purchase Price"). The closing of the sale of the Series B Preferred Shares (the "Closing") shall take place at the offices of Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110 (or remotely via the exchange of documents and signatures) at 11:00 a.m., Eastern time, on the date of this Agreement unless another date, place or time is agreed to in writing by the Company and the Purchasers obligated to purchase sixty-six percent (66%) of the shares of Series B Preferred Shares to be issued pursuant to this Agreement at the Closing (the "Closing Date"). At the Closing, the Company will issue and deliver certificates evidencing the Series B Preferred Shares to be sold at the Closing to each of the Purchasers against payment of the full purchase price therefor by (i) wire transfer of immediately available U.S. funds, (ii) cancellation or conversion of the Notes (as defined in Section 1.4(b)) in accordance with Section 1.4(b), (iii) net exercise of the Warrants (as defined in Section 1.4(b)) in accordance with Section 1.4(b) or (iv) any combination of the foregoing methods.

(b) Conversion of Notes and Net Exercise of Warrants. Subject to the terms and conditions hereof, at the Closing, the Company and each holder (each, a "Note and Warrant Holder" and each of which is also an Purchaser, as indicated on Schedule A hereto) of the convertible promissory notes issued by the Company on February 28, 2011, March 22, 2011 and June 30, 2011 (collectively, the "Notes") and the preferred stock warrants issued to such Note and Warrant Holder in connection with the issuance of the Notes (collectively, the "Warrants") hereby (i) agrees that all unpaid principal and accrued interest (other than interest, if any, accrued after November 1, 2011, which the holders of the Notes party hereto agree is hereby cancelled) under the Notes issued to such Note and Warrant Holder shall convert into Series B Preferred Shares as indicated on Schedule A hereto with respect to such Note and Warrant Holder and (ii) agrees to effect the net exercise of the Warrants for that number of Series B Preferred Shares set forth opposite such Note and Warrant Holder's name on Schedule A, under the heading "Series B Preferred Shares Issued Upon Exercise of Warrants." Each Note and Warrant Holder, severally and not jointly, (x) hereby irrevocably waives and relinquishes all rights to (A) notice required under the Notes and Warrants, if any, (B) repayment of any and all principal and all interest accrued on the Notes, including interest accrued after November 1, 2011 and cancelled pursuant hereto, (C) convert such Notes, exercise such Warrants, or to otherwise acquire

capital stock of the Company pursuant to such Notes and Warrants, except on the basis provided for in this Section 1.4(b), which, effective as of the Closing, shall represent solely the right to receive Series B Preferred Shares on the basis provided for herein, and (D) any and all other rights of any kind under the Notes and Warrants, (y) agrees that such Note and Warrant Holder's Notes and Warrants shall be of no further force or effect immediately following the Closing, and (z) agrees that all liens on and security interests in the property of the Company will be deemed to have automatically been terminated, released, and discharged, in each case without any further action being required to effectuate the foregoing, and hereby authorizes the Company or its designee to file Uniform Commercial Code termination statements with respect to any UCC-1 previously filed in any jurisdiction in connection with the Notes.

1.5 Use of Proceeds. The Company shall use the proceeds only for working capital and operational purposes of the Company, and, except as expressly contemplated by this Agreement, no proceeds will be used in the payment of any debt of the Company, or in the

repurchase or cancellation of the Company's securities without the consent of Purchasers holding a majority of the Shares.

1.6 Representations and Warranties by the Purchasers. Each of the Purchasers represents and warrants severally, but not jointly, to the Company that (a) such Purchaser is an "accredited investor" within the meaning of Rule 501 under the Securities Act of 1933, as amended (the "Securities Act"); (b) such Purchaser is acquiring the Shares for such Purchaser's own account and that the Shares are being and will be acquired by it for the purpose of investment and not with a view to distribution or resale thereof; (c) the execution of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Purchaser, and this Agreement has been duly executed and delivered, and constitutes a valid, legal, binding and enforceable agreement of such Purchaser; (d) such Purchaser has taken no action which would give rise to any claim by any other person for any brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby and (e) such Purchaser has sufficient knowledge and experience in finance and business that he, she or it is capable of evaluating the risks and merits of his, her or its investment in the Company and such Purchaser is able financially to bear the risks thereof. The acquisition by each Purchaser of the Shares acquired by it shall constitute a confirmation of the representations and warranties made by each such Purchaser as at the date of such acquisition. Each Note and Warrant Holder represents and warrants severally, but not jointly, to the Company that, such Note and Warrant Holder owns the Note(s) and Warrant(s) set forth opposite such Note and Warrant Holder's name on Schedule A free and clear of all mortgages, liens, pledges, claims and encumbrances. Each of the Purchasers further represents that it understands and agrees that, until registered under the Securities Act or transferred pursuant to the provisions of Rule 144 as promulgated by the Securities and Exchange Commission, all certificates evidencing any of the Series B Preferred Stock shall bear a legend, prominently stamped or printed thereon, reading substantially as follows:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT, AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE ACT AND APPLICABLE STATE SECURITIES LAWS."

ARTICLE 2

CONDITIONS TO CLOSINGS

2.1 Conditions to Purchaser's Obligations at the Closing. The obligation of each Purchaser to purchase shares of Series B Preferred Shares at the Closing is subject to the fulfillment (or waiver by the Purchasers obligated to purchase sixty-six percent (66%) of the

shares of Series B Preferred Shares to be issued at the Closing), on or before the Closing, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Company set forth in Article 3 hereof shall be true and correct on the date of the Closing, except for those representations and warranties that address matters only as of a particular date (which shall be true and correct as of such date).

(b) Performance. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company at or prior to the Closing shall have been performed or complied with.

(c) Documentation at Closing. The Purchasers shall have received prior to or at the Closing all of the following documents or instruments, or evidence of completion thereof, each in form and substance satisfactory to the Purchasers and their counsel:

(i) A copy of the Restated Certificate, certified by the Secretary of State of the State of Delaware as of a recent date, a copy of the votes of the Board of Directors evidencing the adoption of the Restated Certificate, the approval of this Agreement, the Financing Documents (as defined below), the Management Rights Letters, the Indemnification Agreements, the issuance of the Series B Preferred Shares and the other matters contemplated hereby, a copy of the votes of the stockholders of the Company evidencing the adoption of the Restated Certificate, and a copy of the Bylaws of the Company, all of which shall have been certified by the Secretary of the Company to be true, complete and correct in every particular, and certified copies of all documents evidencing other necessary corporate or other action and governmental approvals, if any, with respect to this Agreement and the Series B Preferred Shares.

(ii) An opinion of Pepper Hamilton LLP, counsel to the Company, in a form set forth in Exhibit 2.1(c)(ii).

(iii) A certificate of the Secretary of the Company certifying the names of the officers of the Company authorized to sign this Agreement, the certificates for the Series B Preferred Stock, and the other documents, instruments or certificates to be delivered pursuant to this Agreement by the Company or any of its officers, together with the true signatures of such officers. The Purchasers may conclusively rely on such certificate until they shall receive a further certificate of the Secretary or an Assistant Secretary of the Company canceling or amending the prior certificate and submitting the signatures of the officers named in such further certificate.

(iv) A certificate of the President of the Company stating that the representations and warranties of the Company contained in Article 3 hereof in connection with the transactions contemplated hereby are true and correct as of the Closing and that all conditions required to be performed

prior to or at the Closing have been performed as of the Closing, unless otherwise waived by the Purchasers.

(v) A Fourth Amended and Restated Stockholders Agreement among the Company and the other parties thereto in the form set forth in Exhibit 2.1(c)(v) (the "Stockholders Agreement") duly executed and delivered by the parties named therein.

(vi) A Certificate of Good Standing for the Company certified by the Secretary of the State of Delaware as of a recent date prior to the Closing date. Certificates of good standing with respect to the Company, certified by the respective state officer of the states in which the conduct of the Company's business requires it to be licensed or qualified to transact business as a foreign corporation and in good standing, in each case as of a date not more than five (5) Business Days prior to the Closing Date.

(vii) A Fifth Amended and Restated Investor Rights Agreement in the form set forth in Exhibit 2.1(c)(vii) (the "Investor Rights Agreement") duly executed and delivered by the parties named therein.

(viii) Management rights letters substantially in the form attached hereto as Exhibit 2.1(c)(viii) (the "Management Rights Letter") duly executed and delivered by the parties named therein.

(ix) Indemnification agreement substantially in the form attached hereto as Exhibit 2.1(c)(ix) (the "Indemnification Agreements") duly executed and delivered by the Company and the parties named therein.

(x) Executed proprietary information/assignment of inventions agreements from all current and former Key Employees to the Company.

(d) Participation. The other Purchasers specified on Schedule A hereto shall have participated in the Closing.

(e) Board of Directors. The Board of Directors of the Company immediately following the Closing shall consist of up to five (5) members, of which the members initially shall be David Hirsch, Stephen Hoffman, Patrick Heron, Patrick J. Fortune and Michael Heffernan.

(f) Qualifications. As of the Closing, all authorizations, approvals or permits of or filings with, any governmental authority, including state securities or "Blue Sky" offices, that are required by law in connection with the lawful sale and issuance of the Series B Preferred Stock shall have been duly obtained by the Company and shall be effective as of the Closing, except for any notice that may be required subsequent to the Closing under applicable state and/or federal securities laws (which, if required, shall be filed on a timely basis).

(g) Consents, Waivers, Etc. Prior to the Closing, the Company shall have obtained all consents or waivers, if any, necessary to execute and deliver this Agreement and issue the Series B Preferred Stock, and to carry out the transactions contemplated hereby and thereby, and all such consents and waivers shall be in full force and effect. All corporate and other action and governmental filings necessary to effectuate the terms of this Agreement, the Series B Preferred Stock and other agreements and instruments executed and delivered by the Company in connection herewith shall have been made or taken, except for any post-sale filing

that may be required under federal or state securities laws. In addition to the documents set forth above, the Company shall have provided to the Purchasers any other information or copies of documents that the Purchasers may reasonably request.

2.2 Conditions to the Company's Obligations at the Closing. The obligation of the Company to sell Series B Preferred Shares to a Purchaser at a Closing is subject to the fulfillment (or waiver by the Company), on or before such Closing, of each of the following conditions:

(a) such Purchaser shall have paid to the Company the Purchase Price for the Series B Preferred Shares being purchased by such Purchaser at such Closing, by wire transfer of immediately available funds or, as applicable, delivery of Notes held by such Purchaser to be automatically converted into Series B Preferred Shares;

(b) the representations and warranties of such Purchaser contained in Section 1.6 shall be complete and accurate as of such Closing;

(c) such Purchaser shall have performed and complied with in all material respects all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before such Closing;

(d) the Company, the Purchasers and certain of the other stockholders of the Company named as parties thereto shall have executed and delivered the Stockholders Agreement; and

(e) the Company, the Purchasers and certain of the other stockholders of the Company named as parties thereto shall have executed and delivered the Investor Rights Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed by the Company in a written disclosure schedule provided by the Company to the Purchasers dated the date hereof (the "Disclosure Schedule"), the Company hereby represents and warrants to each Purchaser that the statements contained in this Article 3 are complete and accurate as of the date of this Agreement. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Article 3, and the disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this Article 3 only to the extent it is clear from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

3.1 Organization and Standing; Subsidiaries.

(a) The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware and has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business

as now conducted and as now proposed to be conducted. The Company is duly qualified and in good standing as a foreign corporation authorized to do business in all jurisdictions wherein the character of the Company's property owned or leased, or the nature of the activities conducted by the Company, in such jurisdictions makes such qualification necessary, except for such jurisdictions in which the failure to be so qualified would not reasonably be expected to result, individually or in the aggregate, in any material adverse effect on the business, operations, affairs, or condition (financial or otherwise) of the Company or in its properties or assets taken as a whole (a "Material Adverse Effect").

(b) The Company does not have any Subsidiaries. The Company does not (i) own of record or beneficially, directly or indirectly, (A) any shares of capital stock or securities convertible into capital stock of any other corporation or (B) any participating interest in any partnership, joint venture or other non-corporate business enterprise, or (C) any assets comprising the business or obligations of any other corporation, partnership, joint venture or other non-corporate business enterprise or (ii) control, directly or indirectly, any other entity.

3.2 Corporate Action. The Company has all necessary corporate power and has taken all corporate action required to enter into and perform this Agreement and any other agreements and instruments contemplated hereby or executed in connection herewith, including, without limitation, the Stockholders Agreement and the Investor Rights Agreement (collectively, the "Financing Documents"). The Financing Documents are valid and binding obligations of the Company, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and general equity principles (whether considered in a proceeding in equity or at law). The issuance, sale and delivery of the Series B Preferred Stock in accordance with this Agreement, and the issuance and delivery of the Conversion Shares upon conversion of the Series B Preferred Stock, have been duly authorized by all necessary corporate action on the part of the Company. Sufficient authorized but unissued shares of Common Stock have been reserved by appropriate corporate action in connection with the prospective conversion of the Series B Preferred Stock and any other Preferred Stock as provided under the Restated Certificate. The Series B Preferred Shares, when issued, sold and delivered in accordance with the terms of this Agreement, and the Conversion Shares when issued upon conversion of the Series B Preferred Shares, will be duly and validly issued, fully paid, non-assessable and neither the Series B Preferred Shares, nor the Conversion Shares when issued upon the conversion of the Series B Preferred Shares, will be, subject to preemptive rights or other preferential rights in any present stockholders of the Company, will not be subject to any Lien, and will not conflict with any provision of any agreement or instrument to which the Company is a party or by which it or its property is bound nor be subject to any restrictions on transfer other than restrictions imposed or created under the Financing Documents, by applicable law, or by the Purchaser.

3.3 Governmental Approvals. Subject to the accuracy of the representations of the Purchasers in Section 1.6, except for the filing of any notice subsequent to a Closing that may be required under applicable state and/or federal securities laws (which, if required, shall be filed on a timely basis), no authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary for the execution and delivery by the

Company of this Agreement, for the offer, issue, sale and delivery of the Series B Preferred Shares, for the issue and delivery of the Conversion Shares upon conversion of the Series B Preferred Shares, or for the performance by the Company of its obligations under this Agreement.

3.4 Litigation. Except as set forth in Section 3.4 of the Disclosure Schedule, there is no litigation or governmental proceeding or investigation pending or, to the Company's knowledge, threatened against the Company affecting any of the Company's properties or assets, or against any officer, Key Employee or holder of more than 5% of the capital stock of the Company (other than any Purchaser) relating to such person's performance of duties for the Company or relating to such Person's stock ownership in the Company or otherwise relating to the business of the Company, nor, to the knowledge of the Company has there occurred any event or does there exist any condition on the basis of which any such litigation, proceeding or investigation might be properly instituted. Neither the Company nor, to the Company's knowledge, any officer, Key Employee or holder of more than 5% of the capital stock of the Company (other than any Purchaser) is in default with respect to any order, writ, injunction, decree, ruling or decision of any court, commission, board or other governmental agency affecting the Company or any of its assets or properties. There are no actions, suits, claims, investigations or proceedings pending or, to the knowledge of the Company, threatened (or any basis therefor) which could reasonably be expected to result in a Material Adverse Effect. The foregoing sentences include, without limiting their generality, actions pending or, to the knowledge of the Company, threatened against the Company involving the prior employment of any of the Company's officers or employees or their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers.

3.5 Certain Agreements of Officers and Key Employees.

(a) Except as listed in Section 3.5(a) of the Disclosure Schedule, the Company is not a party to nor obligated in connection with its business with respect to (i) outstanding contracts with employees, agents, consultants, advisers, sales representatives, distributors, sales agents or dealers or (ii) collective bargaining agreements or contracts with any labor union or other representative of employees or any employee benefits provided for by any such agreement. To the knowledge of the Company, no officer or Key Employee of the Company is in violation of any term of any employment contract, patent disclosure agreement, proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant relating to the right of any such officer or Key Employee to be employed by the Company because of the nature of the business conducted or to be conducted by the Company or relating to the use of trade secrets or proprietary information of others, and, to the knowledge of the Company, the continued employment of the Company's officers and Key Employees does not subject to the Company or any Purchaser to any liability to third parties. Each current and former employee, consultant and officer of the Company, who either alone or in concert with others develops, invents, programs or designs any Intellectual Property Rights of the Company, has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers (the "Confidential Information Agreements"). No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. To the extent that any

current or former employee, consultant and officer of the Company has not signed a Confidential Information Agreement, none of such employees, consultants or officers were involved with the development, inventing, programing or design of DETERx or any other Intellectual Property Rights of the Company. To the extent that any current or former employee, consultant and officer of the Company has signed a Confidential Information Agreement after the commencement of their employment or service relationship with the Company, none of such employees, consultants or officers were involved with the development, inventing, programing or design of DETERx or any other Intellectual Property Rights of the Company.

(b) To the knowledge of the Company, no officer of the Company nor any Key Employee of the Company has expressed any present intention of terminating his employment with the Company. The Company has no present intention of terminating any officer or Key Employee of the Company.

3.6 Compliance with Other Instruments. The Company is not in default under the terms and provisions of this Agreement, of its certificate of incorporation and bylaws, and of all mortgages, indentures, leases, material agreements and other instruments, if any, by which it is bound or to which it or any of its respective properties or assets are subject. The Company is not in default under any judgments, decrees or governmental orders, or material statutes, rules or regulations by which it is bound or to which any of its properties or assets are subject. Neither the execution and delivery of this Agreement or the issuance of the Shares, nor the consummation of any transaction contemplated by this Agreement, has constituted or resulted in or will constitute or result in a material default or violation of any term or provision of any of the foregoing documents, instruments, judgments, agreements, decrees, orders, statutes, rules and regulations.

3.7 Financial Information. The audited balance sheet of the Company at December 31, 2010, and the related statements of operations and cash flows for the fiscal year then ended, and the unaudited balance sheet of the Company at December 31, 2011, and the related unaudited statements of operations and cash flows for the year then ended, attached hereto as Section 3.7 of the Disclosure Schedule (collectively, the "Financial Statements"), present fairly in all material respects the financial position of the Company as of the dates thereof and the results of operations for the period covered thereby (subject, in the case of such unaudited financial statements, to immaterial year-end audit adjustments) and have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied, except for the absence of footnotes not customarily included in such statements. The Company does not have, and the Company does not have reasonable grounds to know of, any liability, contingent or otherwise, over $50,000 not adequately reflected in or reserved against in the aforesaid December 31, 2011 balance sheet or in the notes thereto.

Except as set forth in Section 3.7 of the Disclosure Schedule, since December 31, 2011, there has been no:

(a) change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;

(e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer or Key Employee of the Company;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(k) any sale, assignment or transfer of any Intellectual Property Rights;

(l) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or

(m) any arrangement or commitment by the Company to do any of the things described in this Subsection 3.7.

3.8 No Insolvency. No insolvency proceeding of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Company or any of its assets or properties, is pending or, to the knowledge of the Company, threatened. The Company has not taken any action in contemplation of, or that would constitute the basis for, the institution of any such insolvency proceedings.

3.9 Employee Benefits; ERISA. The Company has complied in all material respects with all applicable laws relating to wages, hours and collective bargaining. Except as set forth on Section 3.9 of the Disclosure Schedule, the Company has not maintained, sponsored, adopted, made contributions to or obligated itself to make contributions to or to pay any benefits or grant rights under or with respect to any "Employee Pension Benefit Plan" as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), "Employee Welfare Benefit Plan" (as defined in Section 3(1) of ERISA), "multi-employer plan" (as defined in Section 3(37) of ERISA), plan of deferred compensation, medical plan, life insurance plan, long-term disability plan, dental plan or other plan providing for the welfare of any of the Company's or any Affiliate's employees or former employees or beneficiaries thereof,

personnel policy, excess benefit plan, bonus or incentive plan (including but not limited to stock options, restricted stock, stock bonus and deferred bonus plans), salary reduction agreement, change-of-control agreement, consulting agreement, worker's compensation law, unemployment compensation law, social security law or any other benefit program or contract, except as required by law. Each of such employee benefit plans and programs listed on Section 3.9 of the Disclosure Schedule complies in all material respects with (a) all applicable requirements of ERISA, and (b) all applicable requirements of the Code.

3.10 Transactions with Affiliates. Except as set forth on Section 3.10 of the Disclosure Schedule and except as contemplated hereby or consented to by the Purchasers in accordance with this Agreement, there are no loans, leases, royalty agreements or other continuing transactions between the Company and (a) any officer, employee or director of the Company, or (b) any member of the immediate family of such officer, employee, director or stockholder, or (c) any corporation or other entity controlled by such officer, employee, director or stockholder or a member of the immediate family of such officer, employee, director or stockholder.

3.11 Assumptions or Guaranties of Indebtedness of Other Persons. Except as set forth on Section 3.11 of the Disclosure Schedule, the Company has not assumed, guaranteed, endorsed or otherwise become directly or contingently liable on (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor or otherwise to assure the creditor against loss), any Indebtedness of any other Person.

3.12 Investments in Other Persons. The Company has not made any loan or advance to any Person, other than in the normal course of business and on an arm's length basis on commercially reasonable terms and as reflected in the Financial Statements, which, after giving effect to the transactions contemplated hereby, is outstanding on the date of this Agreement, nor is it committed or obligated to make any such loan or advance.

3.13 Securities Act of 1933. Assuming the representations of the Purchasers in Section 1.6 are true and correct, the offer, issuance and sale by the Company to the Purchasers of the Shares are, and will be as of the Closing, exempt from the registration and prospectus delivery requirements of the Securities Act, and have been, or will be as of the Closing, registered or qualified (or are, or will be as of the Closing, exempt from registration and qualification, subject to the completion of any post-sale Blue Sky filings, which filings the Company agrees it will complete) under the registration, permit or qualification requirements of the applicable state Blue Sky laws.

3.14 Brokers or Finders. No Person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Company or any of their respective agents.

3.15 Capitalization; Status of Capital Stock. Upon the filing of the Restated Certificate with the Secretary of State of Delaware, the Company will have a total authorized capitalization consisting of (i) Sixty Five Million (65,000,000) shares of Common Stock, Eleven Million Two Hundred Ten Thousand Eight Hundred Twenty (11,210,820) of which shares are issued and outstanding on the date hereof; and (ii) Forty-Five Million Eight Hundred Twenty-Two Thousand Six Hundred Fifty Six (45,822,656) shares of Preferred Stock, of which (a) Eighteen Million Four Hundred Ninety-Eight Thousand Four Hundred Nineteen (18,498,419) shares have been designated as Series A Preferred Stock, and of which Eighteen Million Four Hundred Sixty-Four Thousand Six Hundred Seventy Four (18,464,674) shares are issued and outstanding on the date hereof, and (b) Twenty-Seven Million Two Hundred Twenty-Four Thousand Two Hundred Thirty Seven (27,324,237) shares have been designated as Series B Preferred Stock, none of which are issued and outstanding on the date hereof, without giving effect to the transactions contemplated hereby. A complete list of the capital stock of the Company outstanding and registered on the stock transfer books of the Company immediately prior to the Closing is set forth in Section 3.15 of the Disclosure Schedule. All of the outstanding shares of capital stock of the Company have been duly authorized, and are validly issued, fully paid and non-assessable. The Series B Preferred Shares, when issued and delivered in accordance with the terms hereof and after payment of the purchase price therefor, and the Conversion Shares, when issued and delivered upon conversion of the Series B Preferred Shares in accordance with the terms of the Restated Certificate, as amended from time to time, will be duly authorized, validly issued, fully-paid and non-assessable. Except as otherwise set forth in the Investor Rights Agreement and on Section 3.15 of the Disclosure Schedule, no preemptive, conversion or other rights, options, warrants, subscriptions or purchase rights of any nature to acquire from the Company shares of capital stock or other securities are authorized, issued or outstanding, nor is the Company obligated in any other manner to issue shares of its capital stock or other securities except as contemplated by this Agreement. In addition to the complete list of the capital stock of the Company outstanding and registered on the stock transfer books of the Company, Section 3.15 of the Disclosure Schedule sets forth (i) with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) granted stock options, including vesting schedule and exercise price; and (iii) warrants or stock purchase rights (other than the stock purchase rights set forth in the Investor Rights Agreement), if any. Except as set forth in Section 3.15 of the Disclosure Schedule, there are no restrictions on the transfer of shares of capital stock of the Company other than those imposed by the Financing Documents, by applicable law or by the Purchaser. Other than as provided in the Financing Documents, to the knowledge of the Company there are no agreements, understandings, trusts or other collaborative arrangements or understandings concerning the voting of the capital stock of the Company. The offer and sale of all capital stock and other securities of the Company issued before the Closing has not violated the Securities Act, or any state securities laws and no stockholder has a right of rescission with respect thereto.

3.16 Registration Rights. Except for the rights granted to the Purchasers pursuant to the Investor Rights Agreement, no Person has demand or other rights to cause the Company to

file any registration statement under the Securities Act relating to any securities of the Company or any right to participate in any such registration statement.

3.17 Insurance. The Company carries insurance covering its properties and businesses customary for the type and scope of its properties and businesses.

3.18 Books and Records. The books of account, ledgers, order books, records and documents of the Company accurately and completely reflect all material information relating to the business of the Company, the location and collection of its assets, and the nature of all transactions giving rise to the obligations or accounts receivable of the Company.

3.19 Title to Assets; Patents.

(a) Other than any lien in respect of current taxes not yet due and payable, and (b) liens and encumbrances which do not in any case individually or in the aggregate materially detract from the value of the property subject thereto or materially impair the operations of the Company, and which

have arisen in the ordinary course of business and shall be removed within a reasonable period, the Company has good and marketable title in fee to such of its fixed assets, if any, as are real property, and good and marketable title to all of its other assets and properties, free of any Liens of any kind, except for those disclosed on Section 3.19 of the Disclosure Schedule. The Company enjoys peaceful and undisturbed possession under all leases under which it is operating, and all said leases are valid and subsisting and in full force and effect.

(b) Set forth in Section 3.19 of the Disclosure Schedule is a list of all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and registered copyrights, and applications for such that are in the process of being prepared, owned by or registered in the name of the Company, or of which the Company is a licensor or licensee or in which the Company has any right. Except as set forth in Section 3.19 of the Disclosure Schedule, there is no adverse claim to the Company's knowledge that would interfere with the Company's right to use the patents, patent rights, permits, licenses, trade secrets, trademarks, trademark rights, trade names or trade name rights or franchises, copyrights, inventions, software and intellectual property rights being used in the Company's business as now operated and as now proposed to be operated; to the Company's knowledge, the conduct of the Company's business as now operated and as now proposed to be operated does not conflict and will not conflict with valid patents, patent rights, permits, licenses, trade secrets, trademarks, trademark rights, trade names or trade name rights or franchises, copyrights, inventions, and intellectual property rights of any other Person. To the Company's knowledge no product or process presently used or proposed to be manufactured, marketed, offered, sold or used by the Company will violate any license or infringe on any Intellectual Property Rights of any other Person; and, except as set forth in Section 3.19 of the Disclosure Schedule, the Company has neither received notice that the Company's Intellectual Property Rights conflict with the rights of others, nor would the present operation or proposed operation of the Company's business conflict with the rights of others. Except as set forth in Section 3.19 of the Disclosure Schedule, no claim is pending or, to the Company's knowledge, threatened to the effect that any such Intellectual Property Rights owned or licensed by the Company, or which the Company otherwise has the right to use, is invalid or unenforceable by the Company, and the Company has no reason to believe that any patents or Intellectual Property Rights owned or used

by the Company may be invalid. Except as set forth in Section 3.19 of the Disclosure Schedule, the Company has no obligation to compensate any Person for the use of any such patents or rights and the Company has not granted any Person any license or other rights to use in any manner any of the patents or rights of the Company, whether requiring the payment of royalties or not. Except as set forth on Section 3.19 of the Disclosure Schedule, the Company has not entered into any agreement to indemnify any other Person against any charge of infringement of any patent, trademark, trade name, service mark or copyright.

3.20 Computer Programs. Set forth in Section 3.20 of the Disclosure Schedule is a list of the Computer Programs owned, licensed or otherwise used by the Company (excluding off-the-shelf software programs licensed by the Company pursuant to "shrink wrap" or "click through" licenses) in connection with the operation of its business as currently conducted or proposed to be conducted identifying with respect to each such Computer Program whether it is owned, licensed or otherwise used by the Company. The Company does not own, license or otherwise use any Computer Programs (other than off-the-shelf computer programs) that is material to the conduct of its business as currently conducted or proposed to be conducted.

3.21 Intellectual Property Rights. The Company owns or possesses or otherwise has the legally enforceable right to use, and has the right to bring actions for infringement of all Intellectual Property Rights necessary for the conduct of its business as currently conducted or, to the knowledge of the Company, as now proposed to be conducted.

3.22 Real Property Holding Corporation. Since its date of incorporation, the Company has not been, and as of the date of the Closing shall not be, a "United States real property holding corporation," as defined in Section 897(c)(2) of the Internal Revenue Code of 1986 (the "Code"), and in Section 1.897-2(b) of the Treasury Regulations issued thereunder. The Company has no current plans or intentions which would cause the Company to become a "United States real property holding corporation," and the Company has filed with the IRS all statements, if any, with its United States income tax returns which are required under Section 1.897-2(h) of the Treasury Regulations.

3.23 Taxes. Except as set forth in Section 3.23 of the Disclosure Schedule, the Company has filed all tax returns, federal, state, county and local, domestic and foreign, required to be filed by it, and the Company has paid all taxes shown to be due by such returns as well as all other taxes, assessments and governmental charges which have become due or payable, including without limitation all taxes which the Company is obligated to withhold from amounts owing to employees, creditors and third parties, except to the extent being contested in good faith. The Company has established adequate reserves for all taxes accrued but not yet payable to the extent required by generally accepted accounting principles. Except as set forth in Section 3.23 of the Disclosure Schedule, all material tax elections of any type which the Company has made as of the date hereof are set forth in the financial statements referred to in Section 3.7. No deficiency assessment with respect to or, proposed adjustment of the Company's federal, state, county or local taxes, domestic and foreign, is pending or, to the knowledge of the Company, threatened. There is no tax lien (other than for current taxes not yet due and payable), whether imposed by any federal, state, county or local taxing authority, domestic or foreign, outstanding against the assets, properties or business of the Company. Neither the Company nor any of its present or former stockholders has ever filed an election pursuant to Section 1362 of the Code,

that the Company be taxed as an S corporation. The spin-off of Precision Dermatology, Inc. ("Precision") from the Company that occurred on November 19, 2010 (the "Spin-Off") qualified under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986 (the "Code") for nonrecognition treatment with respect to the Company and any Company shareholders. No transactions have occurred or are contemplated that could reasonably be expected to cause the Spin-Off to fail to so qualify under Sections 355 and 368(a)(1)(D) of the Code or to cause the Company to recognize gain under Section 355(e) of the Code in respect of the distribution of Precision.

3.24 Other Agreements. Except as set forth in the Financing Documents or as set forth in Section 3.24 of the Disclosure Schedule, the Company is not a party to or otherwise bound by any written:

(a) pension, profit sharing, retirement, bonus, incentive, stock option, phantom stock, employee stock purchase or other plan or arrangement providing for deferred or other compensation to employees or any other employee benefit plan, arrangement or practice, whether formal or informal;

(b) collective bargaining agreement or any other contract with any labor union, or severance agreements, programs, policies or arrangements;

(c) contract for the employment (other than employee offer letters provided in the ordinary course of business to employees other than officers) of any officer, individual employee or other Person on a full-time, part-time, consulting or other basis or any agreement providing for the payment of any

cash or other compensation or benefits upon the consummation of the transactions contemplated hereby or any agreement relating to a loan to any officers, directors or Affiliates;

(d) agreement or arrangement requiring the consent of any party thereto or containing any provision which would result in an acceleration, modification or termination of any rights or obligations of any party thereto upon, or providing any party thereto any remedy (including rescission or liquidated damages) in the event of the consummation of the transactions contemplated by this Agreement;

(e) nondisclosure, noncompete or confidentiality agreements or agreements regarding ownership and rights with regard to work produced by employees, contractors or consultants;

(f) agreement under which the Company has advanced or loaned monies to any other Person or otherwise agreed to advance, loan or invest any funds (other than advances to the Company's employees in the ordinary course of business under $10,000 with respect to each such employee);

(g) agreement or indenture relating to borrowed money or other Indebtedness, a guaranty of any obligation by the Company (for borrowed money or otherwise) or the mortgaging, pledging or otherwise granting of a Lien (including pursuant to any credit support or similar agreement) on any asset or group of assets of the Company, or any letter of credit arrangements or performance bond arrangements;

(h) guarantee of any obligation;

(i) power of attorney or other similar agreement or grant of agency;

(j) lease or agreement under which the Company is lessee of or holds or operates any property, real or personal, owned by any other party, except for any lease of real or personal property;

(k) lease or agreement under which the Company is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by the Company;

(l) contract or group of related contracts with the same party or group of affiliated parties the performance of which involves consideration in excess of $100,000;

(m) assignment, license, indemnification or agreement with respect to any intangible property (including, without limitation, any Intellectual Property Rights (other than "off the shelf" licenses for third party software made available through regular commercial distribution channels on standard terms and conditions for aggregate license and maintenance fees of less than $25,000));

(n) warranty agreement with respect to its services rendered or its products sold or leased;

(o) agreement under which it has granted any Person any registration rights (including, without limitation, demand and piggyback registration rights);

(p) sales, distribution or franchise agreement;

(q) agreement with a term of more than one year which is not terminable by the Company upon less than 90 days' notice without penalty;

(r) contract or agreement prohibiting it from freely engaging in any business or competing anywhere in the world or providing for exclusivity in any business line, geographic area or otherwise;

(s) contract or agreement containing a "most-favored nation", "most favored pricing" or similar clause in favor of any Person; or

(t) any other agreement which is material to its operations or business, whether or not in the ordinary course of business.

Each contract or agreement of the character referred to in the respective clauses of Section 3.24(a) through 3.24(t) is referred to herein as a "Material Contract."

Except as set forth on Section 3.24 of the Disclosure Schedule, the Company, and to the Company's knowledge, each other party thereto have in all material respects performed all the actions required to be performed by them to date, have received no notice of default and are not

in default under any Material Contract now in effect to which the Company is a party or by which it or its property may be bound. The Company has no present expectation or intention of not fully performing all its respective material obligations under each such Material Contact, and the Company has no knowledge of any material breach or anticipated breach by the other party to any Material Contract to which the Company is a party. The Company is in compliance with all of the terms and provisions of its Certificate of Incorporation and Bylaws.

3.25 OFAC. Neither the Company, and to the Company's knowledge, no officer, employee or director of the Company, appears on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control. The purchase and sale of the Shares is not prohibited by Executive Order 13224, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, the Currency and Foreign Transactions Reporting Act of 1970, the United States Money Laundering Control Act of 1986, or the Trading with the Enemy Act of 1917 (TWEA).

3.26 FCPA. The Company has no officers, directors, or employees who are Foreign Officials as defined under the U.S. Foreign Corrupt Practices Act ("FCPA"). The Company has no officers, directors or employees who have Family Members (as defined under FCPA) who are Foreign Officials. The Company has not and will not, directly or indirectly, offer or pay, or authorize such offer or payment, any money or anything of value to improperly seek to influence any Foreign Official or foreign government entity decision-making or to gain a commercial or other advantage.

3.27 Qualified Small Business Stock. As of and immediately following the Closing: (i) the Company will be an eligible corporation as defined in Section 1202(e)(4) of the Code, (ii) the Company will not have made purchases of its own stock described in Code Section 1202(c)(3)(B) during the one-year period preceding the Closing, except for purchases that are disregarded for such purposes under Treasury Regulation Section 1.1202-2 and (iii) the Company's aggregate gross assets, as defined by Code Section 1202(d)(2), at no time between its incorporation and through the Closing have exceeded $50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Code Section 1202(d)(3).

3.28 Disclosure. To the knowledge of the Company, neither this Agreement nor any other agreement, document, certificate or written statement furnished to the Purchasers or their special counsel by or on behalf of the Company in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the knowledge of the Company which has not been disclosed herein or in writing to the Purchasers and which would, in the Company's reasonable opinion, have a Material Adverse Effect. The projections attached as Exhibit 3.28 hereto are based on the Company's experience in the industry and on assumptions of fact and opinion as to future events which the Company, as of the date stated therein, believed to be reasonable, but which the Company cannot and does not assure or guarantee the attainment of in any manner.

ARTICLE 4

DEFINITIONS AND ACCOUNTING TERMS

4.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

"Board of Directors" means the board of directors of the Company as constituted from time to time.

"Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in New York, New York are permitted or required by law, executive order or governmental decree to remain closed.

"Computer Programs" means (i) any and all computer programs (consisting of sets of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result), and (ii) all associated data and compilations of data, regardless of their form or embodiment. "Computer Programs" shall include, without limitation, all source code, object code and natural language code therefor, all versions thereof, all screen displays and designs thereof, all component modules, all descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and all documentation, including without limitation user manuals and training materials, relating to any of the foregoing.

"Indebtedness" means all obligations, contingent and otherwise, which should, in accordance with generally accepted accounting principles, be classified upon the obligor's balance sheet (or the notes thereto) as liabilities, but in any event including liabilities secured by any mortgage on property owned or acquired subject to such mortgage, whether or not the liability secured thereby shall have been assumed, and also including (i) all guaranties, endorsements and other contingent obligations, in respect of Indebtedness of others, whether or not the same are or should be so reflected in said balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business and (ii) the present value of any lease payments due under leases required to be capitalized in accordance with applicable Statements of Financial Accounting Standards, determined by discounting all such payments at the interest rate determined in accordance with applicable Statements of Financial Accounting Standards.

"Intellectual Property Rights" means all of the following: (i) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (ii) trademarks, service marks, trade dress, logos,

trade names, service names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) trade secrets and confidential business information, whether patentable or non-patentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) Computer Programs, (vii) other proprietary rights relating to any of the foregoing (including without limitation associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and (viii) copies and tangible embodiments thereof.

"Key Employee" means and includes the President, Chief Executive Officer, any other executive-level employee and any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Intellectual Property Rights of the Company.

"Lien" means, any mortgage, pledge, assessment, security interest, encumbrance, lien, lease, levy, claim or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by statute or other law.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof or any other legal entity.

"Subsidiary" or "Subsidiaries" means any corporation or trust of which the Company and/or any of its other Subsidiaries directly or indirectly owns at the time outstanding shares of every class of such corporation or trust other than directors' qualifying shares comprising at least fifty percent (50%) of the voting power of such corporation or trust.

4.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistently applied, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

ARTICLE 5

MISCELLANEOUS

5.1 No Waiver; Cumulative Remedies. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

5.2 Amendments, Waivers and Consents. Except as otherwise provided in this Agreement, amendment or termination of this Agreement, and compliance with any covenant or

provision set forth herein may be omitted or waived, if the Company shall obtain consent thereto in writing from the Purchaser or Purchasers holding sixty-six percent (66%) of the voting power of the Series B Preferred Shares then outstanding; provided that any such amendment, termination or waiver that occurs before the Closing shall require the written consent of the Company and the Purchasers obligated to purchase sixty-six percent (66%) of the Series B Preferred Shares to be issued to all Purchasers at the Closing. Any waiver or consent may be given subject to satisfaction of conditions stated therein and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding anything to the contrary contained herein, any amendment which (i) increases any Purchaser's obligations hereunder, or (ii) grants to any one or more Purchasers any rights more favorable than any rights granted to all other Purchasers hereunder, must be approved by each Purchaser so as to be effective against such Purchaser.

5.3 Addresses for Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed delivered (i) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

If to any other holder of the Shares: at such holder's address for notice as set forth in the register maintained by the Company, or, as to each of the foregoing, at the addresses set forth on Schedule A hereto; or

If to the Company, at Collegium Pharmaceutical, Inc., 400 Highland Corporate Drive, Cumberland, RI 02864, with a copy to Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110, Attention: Robert Chow, Esq.;

Any party may give any notice, request, consent or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section 5.3.

5.4 Costs, Expenses and Taxes. Each party hereto shall bear its own expenses in connection with the transactions contemplated hereby; provided, however, the Company shall pay at the Closing the reasonable fees and expenses of counsels to the Purchasers in an amount not to exceed $75,000 in the aggregate, subject to such counsels providing invoices reasonably documenting how such fees and expenses were incurred. The Company shall pay any and all stamp and other taxes payable or determined to be payable in connection with the execution and delivery of this Agreement, the issuance of the Preferred Shares and other instruments and documents to be delivered hereunder or thereunder, and agrees to save the Purchasers harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes

5.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company and the Purchasers and their respective heirs, successors and valid assigns, except that the Company shall not have the right to delegate any of its respective obligations hereunder or to assign its respective rights hereunder or any interest herein without the prior written consent of the holders of at least a majority in interest of the Shares.

5.6 Prior Agreements. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements concerning the purchase and sale of the Shares, including without limitation, the Summary of Terms & Conditions for Series B Preferred Stock Financing entered into with any of the Purchasers at any time before the date of this Agreement.

5.7 Severability. The provisions of this Agreement and the terms of the Series B Preferred Stock are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of a provision contained in this Agreement or the Preferred Stock shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or the terms of the Series B Preferred Stock; but this Agreement and the terms of the Series B Preferred Stock shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

5.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be construed and enforced in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

5.9 Headings. Article, Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together, including facsimiles thereof, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

5.11 Further Assurances. From and after the date of this Agreement, upon the request of any Purchaser or the Company, the Company and the Purchasers shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement and the Shares.

5.12 Indemnification. The Company shall, with respect to the representations, warranties and agreements made by it herein, indemnify, pay, defend and hold the Purchasers and each of the Purchasers' officers, directors, employees and agents and their respective

Affiliates (the "Indemnitees") harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitees shall be designated a party thereto, which may be (i) imposed on such Indemnitee, (ii) incurred by such Indemnitee, or (iii) asserted against such Indemnitee by a third party, in each case, based upon, arising out of or otherwise in respect of any breach by the Company of any representation or warranty of the Company contained in this Agreement.

5.13 Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, regardless of any investigation made by any Purchaser or on its behalf.

5.14 Delivery by Facsimile or PDF. This Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or portable document format (pdf) sent by electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or emailed pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or emailed pdf as a defense to the formation of a contract and each such party forever waives any such defense.

[*Remainder of this Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an instrument under seal as of the date first above written.

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President

PURCHASERS:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its: General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its: General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

[Signature Page to Series B Preferred Stock Purchase Agreement]

PURCHASERS (Cont.):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ John G. Freund
John G. Freund, Managing Director

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

/s/ E. Hunterson Henrie
E. Hunterson Henrie

/s/ Rawle Michelson
Rawle Michelson

[Signature Page to Series B Convertible Preferred Stock Purchase Agreement]

PURCHASERS (Cont.):

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltunge GmbH

By: /s/ Martin J. Hernon
Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

[Signature Page to Series B Convertible Preferred Stock Purchase Agreement]

PURCHASERS (Cont.):

/s/ Matthew Strobeck
Matthew Strobeck

[Signature Page to Series B Convertible Preferred Stock Purchase Agreement]

SCHEDULE A

Closing

Name of Purchaser	Aggregate Purchase Price	Series B Preferred Shares Purchased with Cash or Note Conversion	No. of Series B Preferred Shares Purchased by Net Exercise of Warrants
Longitude Venture Partners, L.P. *** Fax:	$ 10,783,865.40	12,837,935	n/a
Longitude Capital Associates, L.P. *** Fax:	$ 216,134.52	257,303	n/a
Skyline Venture Partners V, L.P. *** Fax: ***	$ 9,000,000.24	10,714,286	n/a
Frazier Healthcare VI, LP *** Fax: ***	$ 1,071,223.58(*)	1,275,266	258,133
Boston Millennia Partners II Limited Partnership *** Fax: ***	$ 1,080,348.82(*)	1,286,129	260,332
Boston Millennia Partners II-A Limited Partnership *** Fax: ***	$ 51,751.37(*)	61,608	12,470
Boston Millennia Partners GmbH & Co. KG *** Fax: ***	$ 153,842.67(*)	183,146	37,071
Strategic Advisors Fund Limited Partnership *** Fax: ***	$ 9,714.13(*)	11,564	2,340
Boston Millennia Associates II Partnership *** Fax: ***	$ 5,464.72(*)	6,505	1,316
E. Hunterson Henrie c/o Ferghana Partners *** Fax: ***	$ 25,000.08	29,762	n/a
Rawle Michelson c/o Ferghana Partners *** Fax: ***	$ 25,000.08	29,762	n/a
Matthew Strobeck ***	$ 38,844.86(*)	46,243	13,066
Totals:	**$ 22,461,190.47**	**26,739,509**	**584,728**

(*) Represents principal and interest accrued through November 1, 2011 under the Notes.

Restated Certificate

Exhibit 2.1(c)(ii)

Opinion of Pepper Hamilton

Exhibit 2.1(c)(v)

Fourth Amended and Restated Stockholders Agreement

Exhibit 2.1(c)(vii)

Fifth Amended and Restated Investor Rights Agreement

Exhibit 2.1(c)(viii)

Management Rights Letter

Exhibit 2.1(c)(ix)

Indemnification Agreement

Exhibit 3.0

Disclosure Schedules

Exhibit 10.8

EXECUTION COPY

COLLEGIUM PHARMACEUTICAL, INC.

Series C Convertible Preferred Stock Purchase Agreement

Dated as of August 27, 2013

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SERIES C CONVERTIBLE PREFERRED STOCK PURCHASE AGREEMENT

This Series C Convertible Preferred Stock Purchase Agreement ("Agreement") dated as of August 27, 2013 is entered into by and among Collegium Pharmaceutical, Inc., a Delaware corporation (the "Company"), the individuals and entities listed on Schedule A hereto together with any individuals and entities who become parties to this Agreement by executing and delivering a financing signature page in the form of Schedule B hereto (each a "Purchaser" and collectively, the "Purchasers"). In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

ARTICLE 1

PURCHASE, SALE AND TERMS OF SHARES

1.1 Authorization of Series C Convertible Preferred Stock; Definitions. By the filing the Amended and Restated Certificate of Incorporation attached hereto as Exhibit 1.1 (the "Restated Certificate") with the Secretary of State of the State of Delaware, the Company has authorized the issuance and sale of up to Eight Million Six Hundred Fifty-Eight Thousand and Nine (8,658,009) shares (the "Series C Preferred Stock") of a newly designated Series C Convertible Preferred Stock, par value $0.001 per share (the "Series C Preferred Stock", together with the Series A Preferred Stock, par value $0.001 per share, and the Series B Preferred Stock, par value $0.001 per share, the "Preferred Stock"). The Series C Preferred Stock shall have the rights, privileges, preferences and restrictions set forth in the Restated Certificate. Except as otherwise defined herein, capitalized terms used in this Agreement are defined in Section 4.1.

1.2 Conversion Shares. Prior to the Initial Tranche 1 Closing Date (as defined below), the Company has authorized and has reserved and covenants to continue to reserve, free of preemptive rights and other preferential rights, a sufficient number of its previously authorized but unissued shares of the Company's Common Stock, par value $0.001 per share (the "Common Stock"), to satisfy the rights of conversion of the holders of the Series C Preferred Stock. Any shares of Common Stock issuable upon conversion of the Series C Preferred Stock are herein referred to as the "Conversion Shares."

1.3 The Shares. The Series C Preferred Stock issued and sold pursuant to this Agreement are sometimes referred to herein as the "Series C Preferred Shares" and the Series C Preferred Shares and the Conversion Shares are sometimes collectively referred to herein as the "Shares."

1.4 The Closings.

(a) Initial Tranche 1 Closing. The Company agrees to issue and sell to the Purchasers and, subject to and in reliance upon the representations, warranties, covenants, terms and conditions of this Agreement, including the closing conditions set forth in Section 2.1, the Purchasers, severally but not jointly, agree to purchase that number of Series C Preferred Shares set forth opposite their respective names in Schedule A-1 attached hereto under the heading "No. of Series C Preferred Shares to be Purchased" at a purchase price of $1.386 per share ("Purchase Price"). The initial Tranche 1 closing of the sale of the Series C Preferred Shares (the "Initial Tranche 1 Closing") shall take place at the offices of Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110 (or remotely via the exchange of documents and signatures) at 11:00 a.m., Eastern time, on the date of this Agreement unless another date, place or time is agreed to in writing by the Company and the Purchasers obligated to purchase sixty-six percent (66%) of the shares of Series C Preferred Shares to be issued pursuant to this Agreement at the Initial Tranche 1 Closing (the "Initial Tranche 1 Closing Date"). At the Initial Tranche 1 Closing, the Company will issue and deliver certificates evidencing the Series C Preferred Shares to be sold at the Initial Tranche 1 Closing to each of the Purchasers against payment of the full purchase price therefor by wire transfer of immediately available U.S. funds.

(b) Additional Tranche 1 Closings. Immediately following the Initial Tranche 1 Closing, the Company shall make an offer to each holder of Common Stock (each, a "Common Stockholder"), Protégé Partners LP and Protégé Partners QP Fund, Ltd (Protégé Partners LP and Protégé Partners QP Fund, Ltd collectively with Common Stockholders, "Rights Offering Holders"), in each case, who is an "accredited investor" within the meaning of Rule 501 under the

Securities Act of 1933, as amended (the "Securities Act"), to acquire Series C Preferred Shares on the same terms and conditions as the offer, sale and issuance of the Series C Preferred Shares sold at the Initial Tranche 1 Closing (the "Rights Offering"). Each Rights Offering Holder shall have the right in the Rights Offering to purchase such number of Series C Preferred Shares equal to such holder's "pro rata portion" of Six Hundred Sixty-Five Thousand Three Hundred Thirty-Eight (665,338) of Series C Preferred Shares (the "Rights Offering Amount"). For purposes of this Section 1.4(b), each Common Stockholder's "pro rata portion" of the Rights Offering Amount shall mean that number of whole Series C Preferred Shares determined by multiplying Six Hundred Forty-Eight Thousand Eight Hundred Ninety-Six (648,896) Series C Preferred Shares by a fraction, the numerator of which is equal to the number of shares of Common Stock owned by such Common Stockholder, and the denominator of which is equal to the aggregate number of shares of Common Stock owned by all Common Stockholders. The "pro rata portion" of the Rights Offering Amount for Protégé Partners LP and Protégé Partners QP Fund, Ltd is Four Thousand Four Hundred Thirty-Nine (4,439) and Twelve Thousand Three (12,003) Series C Preferred Shares, respectively. If less than all of the Rights Offering Amount is purchased in the Rights Offering, such unsubscribed portion of the Rights Offering Amount (the "Unsubscribed Shares") shall be offered for purchase as follows: (i) first, each of Longitude Venture Partners, L.P. and its Affiliates ("Longitude") and Skyline Venture Partners V, L.P. and its Affiliates ("Skyline") will have the option to purchase all of the Unsubscribed Shares, at the same price and on the same terms as provided in the Rights Offering and allocated between Longitude and Skyline on a pro rata basis; and (ii) if either Longitude or Skyline elects to purchase less than all of the Unsubscribed Shares that it is entitled to acquire pursuant to clause (i), then the Company shall offer to each Purchaser (other than Longitude and Skyline) who purchased Shares in the Initial Tranche 1 Closing or the Rights Offering the opportunity to purchase such Purchaser's "pro rata portion" of such remaining Unsubscribed Shares determined by multiplying the number of Unsubscribed Shares by a fraction, the numerator of which is equal to the number of Series C Preferred Shares held by such Purchaser, and the denominator of which is equal to the aggregate number of Series C Preferred Shares held by all Purchasers (other than Longitude or Skyline). The sale, issuance and delivery of any Series C Preferred Shares to any purchaser pursuant to this Section 1.4(b) shall be subject to and conditioned upon each such purchaser becoming a party to this Agreement as a "Purchaser" on the terms set forth herein and executing a joinder to this Agreement and becoming a party to the Stockholders Agreement (as

defined below) and the Investor Rights Agreement (as defined below), in each case, as an "Investor," in form reasonably satisfactory to the Company and the Purchasers. After the occurrence of each such additional closing pursuant to this Section 1.4(b), the Company shall update Schedule A to reflect the occurrence thereof. Such update and the execution and delivery of each joinder shall not be deemed to constitute an amendment requiring the consents specified in Section 5.2 below (the Initial Tranche 1 Closing together with any other closing effect pursuant to this Section 1.4(b), collectively, the "Tranche 1 Closing").

(c) Tranche 2 Closing(s)

(i) Subject to the provisions of this Section 1.4(b), an initial closing of the sale and purchase of up to Five Million Seven Hundred Seventy-Two Thousand Four (5,772,004) Series C Preferred Shares (the "Tranche 2 Closing Shares") under this Agreement shall take place at the offices of Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110 (or remotely via the exchange of documents and signatures) at 11:00 a.m., Eastern time, on the second (2nd) Business Day following the distribution by the Company of a Triggering Event Notice described below (such closing hereinafter, the "Initial Tranche 2 Closing" and the date of such closing, the "Initial Tranche 2 Closing Date"). For purposes of this Section 1.4(b), a "Triggering Event" shall mean the earlier of: (A) the Board of Directors' approval by a majority vote (which majority shall include a majority of the Investor Directors (as such term is defined in the Stockholders Agreement)) of the sale and issuance of the Tranche 2 Closing Shares to the Purchasers; (B) the delivery by a Purchaser of a written notice delivered to the Company prior to 11:59 p.m., Eastern time, on November 1, 2013, requesting to purchase such Purchaser's pro rata amount of the Tranche 2 Closing Shares, which notice shall be effective if and only if the Company has less than $1,000,000 in Adjusted Working Capital (as defined below); or (C) the delivery by a Purchaser of a written notice to the Company requesting to purchase such Purchaser's pro rata amount of the Tranche 2 Closing Shares delivered after 11:59 p.m., Eastern time, on November 1, 2013. Subject to the provisions of this Section 1.4(c) and to the extent that not all of the Tranche 2 Closing Shares were sold and issued at the Initial Tranche 2 Closing, a subsequent closing of the Tranche 2 Closing Shares not sold at the Initial Tranche 2 Closing shall take place at the offices of Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110 (or remotely via the exchange of documents and signatures) at 11:00 a.m., Eastern time, on the tenth (10th) Business Day following the distribution by the Company of a Triggering Event Notice (such closing hereinafter, the "Second Tranche 2 Closing" and the date of each such closing, the "Second Tranche 2 Closing Date"). For purposes of this Agreement, "Adjusted Working Capital" shall mean the Company's cash and cash equivalents, less (A) the Company's accounts payable aged 30 days or more, (B) total accrued payroll expense and payroll taxes at the date of measurement, and (C) amounts reserved or restricted to secure outstanding letters of credit, in each case, as reflected in the statements, reports and notices delivered to Major Investors (as such term is defined in the Investors Rights Agreement (as defined below)) pursuant to Section 13(c) of the Investors Rights Agreement.

(ii) Upon the occurrence of a Triggering Event, the Company shall promptly, but no later than 11:59 p.m., Eastern time, on the third Business Day following the occurrence of the Triggering Event, deliver written notice to each Purchaser of the occurrence of a Triggering Event ("Triggering Event Notice"), which Triggering Event Notice shall offer each Purchaser the opportunity to purchase such Purchaser's "pro rata amount" of the Tranche 2

Closing Shares, which pro rata amount shall be determined by multiplying the total number of Tranche 2 Closing Shares by a fraction, where the numerator is equal to the total number of shares of Preferred Stock and Common Stock (but excluding any shares of Common Stock issued upon the exercise of stock option exercised after the date hereof) owned by such Purchaser (provided, in the case of Frazier Healthcare VI, LP ("Frazier"), the shares of Preferred Stock owned by Frazier shall include the shares of Preferred Stock owned by Boston Millennia Partners II Limited Partnership and its Affiliates) immediately prior to the Initial Tranche 2 Closing and after giving effect to the Performance Adjustment (as defined in the Restated Certificate), regardless of whether the Performance Adjustment actually occurs, and the denominator is the total number of outstanding shares of Preferred Stock (but excluding any shares of Preferred Stock issuable upon the exercise or conversion of the warrant issued to Comerica Bank) and Common Stock (but excluding any shares of Common Stock issued upon the exercise of stock option exercised after the date hereof) immediately prior to the Initial Tranche 2 Closing and after giving effect to the Performance Adjustment, regardless of whether the Performance Adjustment actually occurs, which amounts shall be set forth opposite such Purchaser's name in Schedule A-2 attached hereto under the heading "No. of Series C Preferred Shares to be Purchased", which amounts shall be calculated and updated as soon as practicably possible ("Tranche 2 Pro Rata Amount"). Each Purchaser may elect to purchase such Purchaser's Tranche 2 Pro Rata Amount by delivering payment of the Purchase Price for the Tranche 2 Closing Shares purchased by such Purchaser no later than the Second Tranche 2 Closing Date (subject to Section 1.4(c)(iii) below).

(iii) In the event that Purchasers have purchased greater than fifty percent (50%) of the Tranche 2 Closing Shares at the Initial Tranche 2 Closing and/or Second Tranche 2 Closing (or the Company has been notified by Purchasers' that greater than fifty percent (50%) of the Tranche 2 Closing Shares will be sold and issued as of the Second Tranche 2 Closing), the Company shall promptly, but no later than 11:59 p.m., Eastern time, on the Business Day following such event, notify ("Mandatory Tranche 2 Closing Notice") all Purchasers that all Purchasers shall be required to purchase their respective Tranche 2 Pro Rata Amounts (such event, a "Mandatory Tranche 2 Closing" and each of the Initial Tranche 2 Closing, the Second Tranche 2 Closing and a Mandatory Tranche 2 Closing, a "Tranche 2 Closing") by the later of (A) the (10th) Business Day following the distribution by the Company of the Mandatory

Tranche 2 Closing Notice and (B) the second (2nd) Business Day following the Second Tranche 2 Closing Date (such date, the "Mandatory Tranche 2 Closing Date" and each of the Initial Tranche 2 Closing Date, the Second Tranche 2 Closing Date and a Mandatory Tranche 2 Closing Date, a "Tranche 2 Closing Date"), and, if any Purchaser fails to purchase such Purchaser's Tranche 2 Pro Rata Amount by the Mandatory Tranche 2 Closing Date, the applicable shares of capital stock then held by Purchaser shall be subject to the Special Series C Mandatory Conversion provisions set forth in Article FOURTH, Section 5B of the Restated Certificate.

(iv) Subject to satisfaction or waiver of the conditions set forth in Sections 2.2 and 2.3, the Company will sell and issue to each of the Purchasers, and each of the Purchasers will purchase, at a Tranche 2 Closing such Purchaser's Tranche 2 Pro Rata Amount. Each Tranche 2 Closing, together with the Initial Tranche 1 Closing and any closing pursuant to Section 1.4(b), are collectively referred to as the "Closings" and the date of such Closings are collectively referred to as the "Closing Dates."

(v) If a Triggering Event has not occurred by January 31, 2014, the right of the Purchasers to purchase and the obligation of the Company to sell and issue the Tranche 2 Closing Shares will expire on such date.

1.5 Use of Proceeds. The Company shall use the proceeds only for working capital and operational purposes of the Company, and, except as expressly contemplated by this Agreement, no proceeds will be used in the payment of any debt of the Company, or in the repurchase or cancellation of the Company's securities without the consent of Purchasers holding a majority of the Shares.

1.6 Representations and Warranties by the Purchasers. Each of the Purchasers represents and warrants severally, but not jointly, to the Company that (a) such Purchaser is an "accredited investor" within the meaning of Rule 501 under the Securities Act; (b) such Purchaser is acquiring the Shares for such Purchaser's own account and that the Shares are being and will be acquired by it for the purpose of investment and not with a view to distribution or resale thereof; (c) the execution of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Purchaser, and this Agreement has been duly executed and delivered, and constitutes a valid, legal, binding and enforceable agreement of such Purchaser; (d) such Purchaser has taken no action which would give rise to any claim by any other person for any brokerage commissions, finders' fees or the like relating to this Agreement or the transactions contemplated hereby and (e) such Purchaser has sufficient knowledge and experience in finance and business that he, she or it is capable of evaluating the risks and merits of his, her or its investment in the Company and such Purchaser is able financially to bear the risks thereof. The acquisition by each Purchaser of the Shares acquired by it shall constitute a confirmation of the representations and warranties made by each such Purchaser as at the date of such acquisition. Each of the Purchasers further represents that it understands and agrees that, until registered under the Securities Act or transferred pursuant to the provisions of Rule 144 as promulgated by the Securities and Exchange Commission, all certificates evidencing any of the Series C Preferred Stock shall bear a legend, prominently stamped or printed thereon, reading substantially as follows:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT, AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE ACT AND APPLICABLE STATE SECURITIES LAWS."

ARTICLE 2

CONDITIONS TO CLOSINGS

2.1 Conditions to Purchaser's Obligations at the Initial Tranche 1 Closings. The obligation of each Purchaser to purchase shares of Series C Preferred Shares at the Initial Tranche 1 Closing is subject to the fulfillment (or waiver by the Purchasers obligated to purchase sixty-six percent (66%) of the shares of Series C Preferred Shares to be issued at the Closing), on or before the Closing, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Company set forth in ARTICLE 3 hereof shall be true and correct on the date of the Closing, except for those representations and warranties that address matters only as of a particular date (which shall be true and correct as of such date).

(b) Performance. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company at or prior to the Closing shall have been performed or complied with.

(c) Documentation at Closing. The Purchasers shall have received prior to or at the Closing all of the following documents or instruments, or evidence of completion thereof, each in form and substance satisfactory to the Purchasers and their counsel:

(i) The following documents, each of which shall have been certified by the Secretary of the Company to be true, complete and correct in every particular: (i) a copy of the Restated Certificate, certified by the Secretary of State of the State of Delaware as of a recent date; (ii) a resolutions adopted by the Board of Directors evidencing the adoption of the Restated Certificate, the approval of this Agreement, the Financing Documents (as defined below), the issuance of the Series C Preferred Shares and the other matters contemplated hereby; (iii) resolutions adopted by the stockholders of the Company (or a written consent signed by the stockholders of the Company) evidencing the adoption of the Restated Certificate; and (iv) a copy of the Bylaws of the Company;

(ii) An opinion of Pepper Hamilton LLP, counsel to the Company, in a form set forth in Exhibit 2.1(c)(ii).

(iii) A certificate of the Secretary of the Company certifying the names of the officers of the Company authorized to sign this Agreement, the certificates for the Series C Preferred Shares, and the other documents, instruments or certificates to be delivered pursuant to this Agreement by the Company or any of its officers, together with the true signatures of such officers. The Purchasers may conclusively rely on such certificate until they shall receive a further certificate of the Secretary or an Assistant Secretary of the Company canceling or amending the prior certificate and submitting the signatures of the officers named in such further certificate;

(iv) A certificate of the President of the Company stating that the representations and warranties of the Company contained in ARTICLE 3 hereof in connection with the transactions contemplated hereby are true and correct as of the Closing and that all

conditions required to be performed prior to or at the Closing have been performed as of the Closing, unless otherwise waived by the Purchasers;

(v) A Fifth Amended and Restated Stockholders Agreement among the Company and the other parties thereto in the form set forth in Exhibit 2.1(c)(v) (the "Stockholders Agreement") duly executed and delivered by the parties named therein;

(vi) A Certificate of Good Standing for the Company certified by the Secretary of the State of Delaware as of a recent date prior to the Closing date. Certificates of good standing with respect to the Company, certified by the respective state officer of the states in which the conduct of the Company's business requires it to be licensed or qualified to transact business as a foreign corporation and in good standing, in each case as of a date not more than five (5) Business Days prior to the Closing Date;

(vii) A Sixth Amended and Restated Investor Rights Agreement in the form set forth in Exhibit 2.1(c)(vii) (the "Investor Rights Agreement") duly executed and delivered by the parties named therein.

(x) Executed proprietary information/assignment of inventions agreements from all current and former Key Employees to the Company.

(d) Participation. The other Purchasers specified on Schedule A hereto shall have participated in the Closing.

(e) Board of Directors. The Board of Directors immediately following the Initial Tranche 1 Closing shall consist of six (6) members, of which the members initially shall be David Hirsch, Stephen Hoffman, Patrick Heron, Robert Jevon, Gino Santini, and Michael Heffernan.

(f) Qualifications. As of the Closing, all authorizations, approvals or permits of or filings with, any governmental authority, including state securities or "Blue Sky" offices, that are required by law in connection with the lawful sale and issuance of the Series C Preferred Stock shall have been duly obtained by the Company and shall be effective as of the Closing, except for any notice that may be required subsequent to the Closing under applicable state and/or federal securities laws (which, if required, shall be filed on a timely basis).

(g) Consents, Waivers, Etc. Prior to the Closing, the Company shall have obtained all consents or waivers, if any, necessary to execute and deliver this Agreement and issue the Series C Preferred Stock, and to carry out the transactions contemplated hereby and thereby, and all such consents and waivers shall be in full force and effect. All corporate and other action and governmental filings necessary to effectuate the terms of this Agreement, the Series C Preferred Stock and other agreements and instruments executed and delivered by the Company in connection herewith shall have been made or taken, except for any post-sale filing that may be required under federal or state securities laws. In addition to the documents set forth above, the Company shall have provided to the Purchasers any other information or copies of documents that the Purchasers may reasonably request.

2.2 Conditions to Purchaser's Obligations at a Tranche 2 Closing. The obligation of each Purchaser to purchase shares of Series C Preferred Shares at a Tranche 2 Closing is subject to the fulfillment (or waiver by the Purchasers obligated to purchase a majority of the shares of Series C Preferred Shares to be issued at the Tranche 2 Closing), on or before the Tranche 2 Closing, of each of the following conditions:

(a) Triggering Event. The Company shall have delivered a Triggering Event Notice and/or Mandatory Tranche 2 Closing Notice, as applicable, to the Purchasers.

(b) Representations and Warranties. Each of the representations and warranties of the Company set forth in ARTICLE 3 hereof, except as disclosed by the Company in the Disclosure Schedule, as it may be updated immediately prior to such Tranche 2 Closing, shall be true and correct, in all material respects, as of the Tranche 2 Closing Date, except (i) for changes contemplated or permitted by this Agreement and (ii) for those representations and warranties that address matters only as of a particular date (which shall be true and correct as of such date).

(c) Performance. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company at or prior to the Tranche 2 Closing shall have been performed or complied with in all material respects.

(d) Documentation at the Tranche 2 Closing. The Purchasers shall have received prior to or at such Tranche 2 Closing all of the following documents or instruments, or evidence of completion thereof, each in form and substance satisfactory to the Purchasers and their counsel:

(i) A certificate of the Secretary of the Company certifying the names of the officers of the Company authorized to sign the certificates for the Series C Preferred Stock, and the other documents, instruments or certificates to be delivered pursuant to this Agreement by the Company or any of its officers, together with the true signatures of such officers. The Purchasers may conclusively rely on such certificate until they shall receive a further certificate of the Secretary or an Assistant Secretary of the Company canceling or amending the prior certificate and submitting the signatures of the officers named in such further certificate;

(ii) An opinion of Pepper Hamilton LLP, counsel to the Company, in substantially the form set forth in Exhibit 2.1(c)(ii).

(iii) A certificate of the President of the Company confirming the satisfaction of the conditions set forth in Sections 2.2(b)and 2.2(c);

(iv) A Certificate of Good Standing for the Company certified by the Secretary of the State of Delaware as of a recent date prior to such Tranche 2 Closing Date. Certificates of good standing with respect to the Company, certified by the respective state officer of the states in which the conduct of the Company's business requires it to be licensed or qualified to transact business as a foreign corporation and in good standing, in each case as of a date not more than five (5) Business Days prior to the Tranche 2 Closing Date. A certificate of good standing or other document similar in substance for each of the Company's Subsidiaries

issued by the appropriate government official of all of the jurisdictions of incorporation and jurisdictions of foreign qualification or licensing of such Subsidiaries;

(e) No Material Adverse Effects. Since the date of the Initial Tranche 1 Closing, there shall not have occurred any change in the Company's business, properties, assets (including intangible assets), liabilities, operations, financial condition, results of operations, cash flow or prospects that has had a Material Adverse Effect.

(f) Qualifications. As of such Tranche 2 Closing, all authorizations, approvals or permits of or filings with, any governmental authority, including state securities or "Blue Sky" offices, that are required by law in connection with the lawful sale and issuance of the Series C Preferred Shares shall have been duly obtained by the Company and shall be effective as of the Initial Tranche 1 Closing, except for any notice that may be required subsequent to the Tranche 2 Closing under applicable state and/or federal securities laws (which, if required, shall be filed on a timely basis).

2.3 Conditions to the Company's Obligations at each Closing. The obligation of the Company to sell Series C Preferred Shares to a Purchaser at a Closing is subject to the fulfillment (or waiver by the Company), on or before such Closing, of each of the following conditions:

(a) such Purchaser shall have paid to the Company the applicable Purchase Price for the Series C Preferred Shares being purchased by such Purchaser at such Closing, by wire transfer of immediately available funds;

(b) the representations and warranties of such Purchaser contained in Section 1.6 shall be complete and accurate as of such Closing;

(c) such Purchaser shall have performed and complied with in all material respects all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before such Closing;

(d) the Company, the Purchasers and certain of the other stockholders of the Company named as parties thereto shall have executed and delivered the Stockholders Agreement; and

(e) the Company, the Purchasers and certain of the other stockholders of the Company named as parties thereto shall have executed and delivered the Investor Rights Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed by the Company in a written disclosure schedule provided by the Company to the Purchasers dated the date hereof (the "Disclosure Schedule"), the Company hereby represents and warrants to each Purchaser that the statements contained in this ARTICLE 3 are complete and accurate as of the date of this Agreement. The Disclosure Schedule shall be

arranged in sections corresponding to the numbered and lettered sections and subsections contained in this ARTICLE 3, and the disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this ARTICLE 3 only to the extent it is clear from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

3.1 Organization and Standing; Subsidiaries.

(a) The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Delaware and has all requisite corporate power and authority for the ownership and operation of its properties and for the carrying on of its business as now conducted and as now proposed to be conducted. The Company is duly qualified and in good standing as a foreign corporation authorized to do business in all jurisdictions wherein the character of the Company's property owned or leased, or the nature of the activities conducted by the Company, in such jurisdictions makes such qualification necessary, except for such jurisdictions in which the failure to be so qualified would not reasonably be expected to result, individually or in the aggregate, in any material adverse effect on the business, operations, affairs, or condition (financial or otherwise) of the Company or in its properties or assets taken as a whole (a "Material Adverse Effect").

(b) The Company does not have any Subsidiaries. The Company does not (i) own of record or beneficially, directly or indirectly, (A) any shares of capital stock or securities convertible into capital stock of any other corporation or (B) any participating interest in any partnership, joint venture or other non-corporate business enterprise, or (C) any assets comprising the business or obligations of any other corporation, partnership, joint venture or other non-corporate business enterprise or (ii) control, directly or indirectly, any other entity.

3.2 Corporate Action. The Company has all necessary corporate power and has taken all corporate action required to enter into and perform this Agreement and any other agreements and instruments contemplated hereby or executed in connection herewith, including, without limitation, the Stockholders Agreement and the Investor Rights Agreement (collectively, the "Financing Documents"). The Financing Documents are valid and binding obligations of the Company, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and general equity principles (whether considered in a proceeding in equity or at law). The issuance, sale and delivery of the Series C Preferred Stock in accordance with this Agreement, and the issuance and delivery of the Conversion Shares upon conversion of the Series C Preferred Stock, have been duly authorized by all necessary corporate action on the part of the Company. Sufficient authorized but unissued shares of Common Stock have been reserved by appropriate corporate action in connection with the prospective conversion of the Series C Preferred Stock and any other Preferred Stock as provided under the Restated Certificate. The Series C Preferred Shares, when issued, sold and delivered in accordance with the terms of this Agreement, and the Conversion Shares when issued upon conversion of the Series C Preferred Shares, will be duly and validly issued, fully paid, non-assessable and neither the Series C Preferred Shares, nor the Conversion Shares when issued upon the conversion of the Series C Preferred Shares, will be, subject to preemptive rights or other preferential rights in any present stockholders of the Company, will not be subject to any

Lien, and will not conflict with any provision of any agreement or instrument to which the Company is a party or by which it or its property is bound nor be subject to any restrictions on transfer other than restrictions imposed or created under the Financing Documents, by applicable law, or by the Purchaser.

3.3 Governmental Approvals. Subject to the accuracy of the representations of the Purchasers in Section 1.6, except for the filing of any notice subsequent to a Closing that may be required under applicable state and/or federal securities laws (which, if required, shall be filed on a timely basis), no authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary for the execution and delivery by the Company of this Agreement, for the offer, issue, sale and delivery of the Series C Preferred Shares, for the issue and delivery of the Conversion Shares upon conversion of the Series C Preferred Shares, or for the performance by the Company of its obligations under this Agreement.

3.4 Litigation. Except as set forth in Section 3.4 of the Disclosure Schedule, there is no litigation or governmental proceeding or investigation pending or, to the Company's knowledge, threatened against the Company affecting any of the Company's properties or assets, or against any officer, Key Employee or holder of more than 5% of the capital stock of the Company (other than any Purchaser) relating to such person's performance of duties for the Company or relating to such Person's stock ownership in the Company or otherwise relating to the business of the Company, nor, to the knowledge of the Company has there occurred any event or does there exist any condition on the basis of which any such litigation, proceeding or investigation might be properly instituted. Neither the Company nor, to the Company's knowledge, any officer, Key Employee or holder of more than 5% of the capital stock of the Company (other than any Purchaser) is in default with respect to any order, writ, injunction, decree, ruling or decision of any court, commission, board or other governmental agency affecting the Company or any of its assets or properties. There are no actions, suits, claims, investigations or proceedings pending or, to the knowledge of the Company, threatened (or any basis therefor) which could reasonably be expected to result in a Material Adverse Effect. The foregoing sentences include, without limiting their generality, actions pending or, to the knowledge of the Company, threatened against the Company involving the prior employment of any of the Company's officers or employees or their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers.

3.5 Certain Agreements of Officers and Key Employees.

(a) Except as listed in Section 3.5(a) of the Disclosure Schedule, the Company is not a party to nor obligated in connection with its business with respect to (i) outstanding contracts with employees, agents, consultants, advisers, sales representatives, distributors, sales agents or dealers or (ii) collective bargaining agreements or contracts with any labor union or other representative of employees or any employee benefits provided for by any such agreement. To the knowledge of the Company, no officer or Key Employee of the Company is in violation of any term of any employment contract, patent disclosure agreement, proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant relating to the right of any such officer or Key Employee

to be employed by the Company because of the nature of the business conducted or to be conducted by the Company or relating to the use of trade secrets or proprietary information of others, and, to the knowledge of the Company, the continued employment of the Company's officers and Key Employees does not subject to the Company or any Purchaser to any liability to third parties. Each current and former employee, consultant and officer of the Company, who either alone or in concert with others develops, invents, programs or designs any Intellectual Property Rights of the Company, has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms delivered to the counsel for the Purchasers (the "Confidential Information Agreements"). No current or former Key Employee has excluded works or inventions from his or her assignment of inventions pursuant to such Key Employee's Confidential Information Agreement. To the extent that any current or former employee, consultant and officer of the Company has not signed a Confidential Information Agreement, none of such employees, consultants or officers were involved with the development, inventing, programing or design of DETERx or any other Intellectual Property Rights of the Company. To the extent that any current or former employee, consultant and officer of the Company has signed a Confidential Information Agreement after the commencement of their employment or service relationship with the Company, none of such employees, consultants or officers were involved with the development, inventing, programing or design of DETERx or any other Intellectual Property Rights of the Company.

(b) To the knowledge of the Company, no officer of the Company nor any Key Employee of the Company has expressed any present intention of terminating his employment with the Company. The Company has no present intention of terminating any officer or Key Employee of the Company.

3.6 Compliance with Other Instruments. The Company is not in default under the terms and provisions of this Agreement, of its certificate of incorporation and bylaws, and of all mortgages, indentures, leases, material agreements and other instruments, if any, by which it is bound or to which it or any of its respective properties or assets are subject. The Company is not in default under any judgments, decrees or governmental orders, or material statutes, rules or regulations by which it is bound or to which any of its properties or assets are subject. Neither the execution and delivery of this Agreement or the issuance of the Shares, nor the consummation of any transaction contemplated by this Agreement, has constituted or resulted in or will constitute or result in a material default or violation of any term or provision of any of the foregoing documents, instruments, judgments, agreements, decrees, orders, statutes, rules and regulations.

3.7 Financial Information. The (i) audited balance sheet of the Company at December 31, 2011 and the related statements of operations and cash flows for the fiscal year then ended; (ii) the audited balance sheet of the Company at December 31, 2012 and the related statements of operations and cash flows for the fiscal year then ended; and (iii) the unaudited balance sheet of the Company at June 30, 2013 and the related statements of operations and cash flows for the six months then ended, attached hereto as Section 3.7 of the Disclosure Schedule (collectively, the "Financial Statements"), present fairly in all material respects the financial position of the Company as of the dates thereof and the results of operations for the period covered thereby (subject, in the case of such unaudited financial statements, to immaterial year-end audit adjustments) and have been prepared in accordance with generally accepted

accounting principles ("GAAP") consistently applied, except for the absence of footnotes not customarily included in such statements. The Company does not have, and the Company does not have reasonable grounds to know of, any liability, contingent or otherwise, over $50,000 not adequately reflected in or reserved against in the aforesaid June 30, 2013 balance sheet, other than liabilities arising in the ordinary course of business since on or after July 1, 2013.

Except as set forth in Section 3.7 of the Disclosure Schedule, since June 30, 2013, there has been no:

(a) change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused, in the aggregate, a Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;

(e) any material change to a material contract or agreement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer or Key Employee of the Company;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Company's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Company;

(k) any sale, assignment or transfer of any Intellectual Property Rights;

(l) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a Material Adverse Effect; or

(m) any arrangement or commitment by the Company to do any of the things described in this Subsection 3.7.

3.8 No Insolvency. No insolvency proceeding of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Company or any of its assets or properties, is pending or, to the knowledge of the Company, threatened. The Company has not taken any action in contemplation of, or that would constitute the basis for, the institution of any such insolvency proceedings.

3.9 Employee Benefits; ERISA. The Company has complied in all material respects with all applicable laws relating to wages, hours and collective bargaining. Except as set forth on Section 3.9 of the Disclosure Schedule, the Company has not maintained, sponsored, adopted, made contributions to or obligated itself to make contributions to or to pay any benefits or grant rights under or with respect to any "Employee Pension Benefit Plan" as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), "Employee Welfare Benefit Plan" (as defined in Section 3(1) of ERISA), "multi-employer plan" (as defined in Section 3(37) of ERISA), plan of deferred compensation, medical plan, life insurance plan, long-term disability plan, dental plan or other plan providing for the welfare of any of the Company's or any Affiliate's employees or former employees or beneficiaries thereof, personnel policy, excess benefit plan, bonus or incentive plan (including but not limited to stock options, restricted stock, stock bonus and deferred bonus plans), salary reduction agreement, change-of-control agreement, consulting agreement, worker's compensation law, unemployment compensation law, social security law or any other benefit program or contract, except as required by law. Each of such employee benefit plans and programs listed on Section 3.9 of the Disclosure Schedule complies in all material respects with (a) all applicable requirements of ERISA, and (b) all applicable requirements of the Code.

3.10 Transactions with Affiliates. Except as set forth on Section 3.10 of the Disclosure Schedule and except as contemplated hereby or consented to by the Purchasers in accordance with this Agreement, there are no loans, leases, royalty agreements or other continuing transactions between the Company and (a) any officer, employee or director of the Company, or (b) any member of the immediate family of such officer, employee, director or stockholder, or (c) any corporation or other entity controlled by such officer, employee, director or stockholder or a member of the immediate family of such officer, employee, director or stockholder.

3.11 Assumptions or Guaranties of Indebtedness of Other Persons. Except as set forth on Section 3.11 of the Disclosure Schedule, the Company has not assumed, guaranteed, endorsed or otherwise become directly or contingently liable on (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor or otherwise to assure the creditor against loss), any Indebtedness of any other Person.

3.12 Investments in Other Persons. The Company has not made any loan or advance to any Person, other than in the normal course of business and on an arm's length basis on commercially reasonable terms and as reflected in the Financial Statements, which, after giving effect to the transactions contemplated hereby, is outstanding on the date of this Agreement, nor is it committed or obligated to make any such loan or advance.

3.13 Securities Act of 1933. Assuming the representations of the Purchasers in Section 1.6 are true and correct, the offer, issuance and sale by the Company to the Purchasers of the Shares are, and will be as of each Closing, exempt from the registration and prospectus delivery requirements of the Securities Act, and have been, or will be as of each Closing, registered or qualified (or are, or will be as of each Closing, exempt from registration and qualification, subject to the completion of any post-sale Blue Sky filings, which filings the Company agrees it will complete) under the registration, permit or qualification requirements of the applicable state Blue Sky laws.

3.14 Brokers or Finders. No Person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon the Company for any commission, fee or other compensation as a finder or broker because of any act or omission by the Company or any of their respective agents.

3.15 Capitalization; Status of Capital Stock. Upon the filing of the Restated Certificate with the Secretary of State of Delaware, the Company will have a total authorized capitalization consisting of (i) Seventy-Two Million (72,000,000) shares of Common Stock, Thirteen Million Two Hundred Eighty-One Thousand Four Hundred Thirty-Three (13,281,433) of which shares are issued and outstanding on the date hereof; and (ii) Fifty-Four Million Four Hundred Eighty-One Thousand (54,481,000) shares of Preferred Stock, of which (a) Eighteen Million Four Hundred Ninety-Eight Thousand Four Hundred Nineteen (18,498,419) shares have been designated as Series A Preferred Stock, and of which Eighteen Million Four Hundred Sixty-Four Thousand Six Hundred Seventy Four (18,464,674) shares are issued and outstanding on the date hereof, (b) Twenty-Seven Million Two Hundred Twenty-Four Thousand Two Hundred Thirty Seven (27,324,237) shares have been designated as Series B Preferred Stock, and of which Twenty-Seven Million Two Hundred Twenty-Four Thousand Two Hundred Thirty Seven (27,324,237) are issued and outstanding on the date hereof, and (c) Eight Million Six Hundred Fifty-Eight Thousand Three Hundred Forty Four (8,658,344) shares have been designated as Series C Preferred Stock, none of which are issued and outstanding on the date hereof, without giving effect to the transactions contemplated hereby. A complete list of the capital stock of the Company outstanding and registered on the stock transfer books of the Company immediately after the Initial Tranche 1 Closing is set forth in Section 3.15 of the Disclosure Schedule (such list of capital stock to include a statement of outstanding shares of Common Stock on as converted basis). All of the outstanding shares of capital stock of the Company have been duly authorized, and are validly issued, fully paid and non-assessable. The Series C Preferred Shares, when issued and delivered in accordance with the terms hereof and after payment of the purchase price therefor, and the Conversion Shares, when issued and delivered upon conversion of the Series C Preferred Shares in accordance with the terms of the Restated Certificate, as amended from time to time, will be duly authorized, validly issued, fully-paid and non-assessable. Except as otherwise set forth in the Investor Rights Agreement and on Section 3.15 of the Disclosure Schedule, no preemptive, conversion or other rights, options, warrants, subscriptions or purchase

rights of any nature to acquire from the Company shares of capital stock or other securities are authorized, issued or outstanding, nor is the Company obligated in any other manner to issue shares of its capital stock or other securities except as contemplated by this Agreement. In addition to the complete list of the capital stock of the Company outstanding and registered on the stock transfer books of the Company, Section 3.15 of the Disclosure Schedule sets forth (i) with respect to restricted Common Stock, vesting schedule and repurchase price; (ii) granted stock options, including vesting schedule and exercise price; and (iii) warrants or stock purchase rights (other than the stock purchase rights set forth in the Investor Rights Agreement), if any. Except as set forth in Section 3.15 of the Disclosure Schedule, there are no restrictions on the transfer of shares of capital stock of the Company other than those imposed by the Financing Documents, by applicable law or by the Purchaser. Other than as provided in the Financing Documents, to the knowledge of the Company there are no agreements, understandings, trusts or other collaborative arrangements or understandings concerning the voting of the capital stock of the Company. The offer and sale of all capital stock and other securities of the Company issued before the Closings has not violated the Securities Act, or any state securities laws and no stockholder has a right of rescission with respect thereto.

3.16 Registration Rights. Except for the rights granted to the Purchasers pursuant to the Investor Rights Agreement, no Person has demand or other rights to cause the Company to file any registration statement under the Securities Act relating to any securities of the Company or any right to participate in any such registration statement.

3.17 Insurance. The Company carries insurance covering its properties and businesses customary for the type and scope of its properties and businesses.

3.18 Books and Records. The books of account, ledgers, order books, records and documents of the Company accurately and completely reflect all material information relating to the business of the Company, the location and collection of its assets, and the nature of all transactions giving rise to the obligations or accounts receivable of the Company.

3.19 Title to Assets; Patents.

(a) Other than any lien in respect of current taxes not yet due and payable, and (b) liens and encumbrances which do not in any case individually or in the aggregate materially detract from the value of the property subject thereto or materially impair the operations of the Company, and which have arisen in the ordinary course of business and shall be removed within a reasonable period, the Company has good and marketable title in fee to such of its fixed assets, if any, as are real property, and good and marketable title to all of its other assets and properties, free of any Liens of any kind, except for those disclosed on Section 3.19 of the Disclosure Schedule. The Company enjoys peaceful and undisturbed possession under all leases under which it is operating, and all said leases are valid and subsisting and in full force and effect.

(b) Set forth in Section 3.19 of the Disclosure Schedule is a list of all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and registered copyrights, and applications for such that are in the process of being prepared, owned by or registered in the name of the Company, or of which the Company is a licensor or licensee or in which the Company has any right. Except as set forth in

Section 3.19 of the Disclosure Schedule, there is no adverse claim to the Company's knowledge that would interfere with the Company's right to use the patents, patent rights, permits, licenses, trade secrets, trademarks, trademark rights, trade names or trade name rights or franchises, copyrights, inventions, software and intellectual property rights being used in the Company's business as now operated and as now proposed to be operated; to the Company's knowledge, the conduct of the Company's business as now operated and as now proposed to be operated does not conflict and will not conflict with valid patents, patent rights, permits, licenses, trade secrets, trademarks, trademark rights, trade names or trade name rights or franchises, copyrights, inventions, and intellectual property rights of any other Person. To the Company's knowledge no product or process presently used or proposed to be manufactured, marketed, offered, sold or used by the Company will violate any license or infringe on any Intellectual Property Rights of any other Person; and, except as set forth in Section 3.19 of the Disclosure Schedule, the Company has neither received notice that the Company's Intellectual Property Rights conflict with the rights of others, nor would the present operation or proposed operation of the Company's business conflict with the rights of others. Except as set forth in Section 3.19 of the Disclosure Schedule, no claim is pending or, to the Company's knowledge, threatened to the effect that any such Intellectual Property Rights owned or licensed by the Company, or which the Company otherwise has the right to use, is invalid or unenforceable by the Company, and the Company has no reason to believe that any patents or Intellectual Property Rights owned or used by the Company may be invalid. Except as set forth in Section 3.19 of the Disclosure Schedule, the Company has no obligation to compensate any Person for the use of any such patents or rights and the Company has not granted any Person any license or other rights to use in any manner any of the patents or rights of the Company, whether requiring the payment of royalties or not. Except as set forth on Section 3.19 of the Disclosure Schedule, the

Company has not entered into any agreement to indemnify any other Person against any charge of infringement of any patent, trademark, trade name, service mark or copyright.

3.20 Computer Programs. Set forth in Section 3.20 of the Disclosure Schedule is a list of the Computer Programs owned, licensed or otherwise used by the Company (excluding off-the-shelf software programs licensed by the Company pursuant to "shrink wrap" or "click through" licenses) in connection with the operation of its business as currently conducted or proposed to be conducted identifying with respect to each such Computer Program whether it is owned, licensed or otherwise used by the Company. The Company does not own, license or otherwise use any Computer Programs (other than off-the-shelf computer programs) that is material to the conduct of its business as currently conducted or proposed to be conducted.

3.21 Intellectual Property Rights. The Company owns or possesses or otherwise has the legally enforceable right to use, and has the right to bring actions for infringement of all Intellectual Property Rights necessary for the conduct of its business as currently conducted or, to the knowledge of the Company, as now proposed to be conducted.

3.22 Real Property Holding Corporation. Since its date of incorporation, the Company has not been, and as of the date of the Initial Tranche 1 Closing shall not be, a "United States real property holding corporation," as defined in Section 897(c)(2) of the Internal Revenue Code of 1986 (the "Code"), and in Section 1.897-2(b) of the Treasury Regulations issued thereunder. The Company has no current plans or intentions which would cause the Company to become a "United States real property holding corporation," and the Company has filed with the IRS all

statements, if any, with its United States income tax returns which are required under Section 1.897-2(h) of the Treasury Regulations.

3.23 Taxes. Except as set forth in Section 3.23 of the Disclosure Schedule, the Company has filed all tax returns, federal, state, county and local, domestic and foreign, required to be filed by it, and the Company has paid all taxes shown to be due by such returns as well as all other taxes, assessments and governmental charges which have become due or payable, including without limitation all taxes which the Company is obligated to withhold from amounts owing to employees, creditors and third parties, except to the extent being contested in good faith. The Company has established adequate reserves for all taxes accrued but not yet payable to the extent required by generally accepted accounting principles. Except as set forth in Section 3.23 of the Disclosure Schedule, all material tax elections of any type which the Company has made as of the date hereof are set forth in the financial statements referred to in Section 3.7. No deficiency assessment with respect to or, proposed adjustment of the Company's federal, state, county or local taxes, domestic and foreign, is pending or, to the knowledge of the Company, threatened. There is no tax lien (other than for current taxes not yet due and payable), whether imposed by any federal, state, county or local taxing authority, domestic or foreign, outstanding against the assets, properties or business of the Company. Neither the Company nor any of its present or former stockholders has ever filed an election pursuant to Section 1362 of the Code, that the Company be taxed as an S corporation. The spin-off of Precision Dermatology, Inc. ("Precision") from the Company that occurred on November 19, 2010 (the "Spin-Off") qualified under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986 (the "Code") for nonrecognition treatment with respect to the Company and any Company shareholders. No transactions have occurred or are contemplated that could reasonably be expected to cause the Spin-Off to fail to so qualify under Sections 355 and 368(a)(1)(D) of the Code or to cause the Company to recognize gain under Section 355(e) of the Code in respect of the distribution of Precision.

3.24 Other Agreements. Except as set forth in the Financing Documents or as set forth in Section 3.24 of the Disclosure Schedule, the Company is not a party to or otherwise bound by any written:

(a) pension, profit sharing, retirement, bonus, incentive, stock option, phantom stock, employee stock purchase or other plan or arrangement providing for deferred or other compensation to employees or any other employee benefit plan, arrangement or practice, whether formal or informal;

(b) collective bargaining agreement or any other contract with any labor union, or severance agreements, programs, policies or arrangements;

(c) contract for the employment (other than employee offer letters provided in the ordinary course of business to employees other than officers) of any officer, individual employee or other Person on a full-time, part-time, consulting or other basis or any agreement providing for the payment of any cash or other compensation or benefits upon the consummation of the transactions contemplated hereby or any agreement relating to a loan to any officers, directors or Affiliates;

(d) agreement or arrangement requiring the consent of any party thereto or containing any provision which would result in an acceleration, modification or termination of any rights or obligations of any party thereto upon, or providing any party thereto any remedy (including rescission or liquidated damages) in the event of the consummation of the transactions contemplated by this Agreement;

(e) nondisclosure, noncompete or confidentiality agreements or agreements regarding ownership and rights with regard to work produced by employees, contractors or consultants;

(f) agreement under which the Company has advanced or loaned monies to any other Person or otherwise agreed to advance, loan or invest any funds (other than advances to the Company's employees in the ordinary course of business under $10,000 with respect to each such employee);

(g) agreement or indenture relating to borrowed money or other Indebtedness, a guaranty of any obligation by the Company (for borrowed money or otherwise) or the mortgaging, pledging or otherwise granting of a Lien (including pursuant to any credit support or similar agreement) on any asset or group of assets of the Company, or any letter of credit arrangements or performance bond arrangements;

(h) guarantee of any obligation;

(i) power of attorney or other similar agreement or grant of agency;

(j) lease or agreement under which the Company is lessee of or holds or operates any property, real or personal, owned by any other party, except for any lease of real or personal property;

(k) lease or agreement under which the Company is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by the Company;

(l) contract or group of related contracts with the same party or group of affiliated parties the performance of which involves consideration in excess of $100,000;

(m) assignment, license, indemnification or agreement with respect to any intangible property (including, without limitation, any Intellectual Property Rights (other than "off the shelf" licenses for third party software made available through regular commercial distribution channels on standard terms and conditions for aggregate license and maintenance fees of less than $25,000));

(n) warranty agreement with respect to its services rendered or its products sold or leased;

(o) agreement under which it has granted any Person any registration rights (including, without limitation, demand and piggyback registration rights);

(p) sales, distribution or franchise agreement;

(q) agreement with a term of more than one year which is not terminable by the Company upon less than 90 days' notice without penalty;

(r) contract or agreement prohibiting it from freely engaging in any business or competing anywhere in the world or providing for exclusivity in any business line, geographic area or otherwise;

(s) contract or agreement containing a "most-favored nation", "most favored pricing" or similar clause in favor of any Person; or

(t) any other agreement which is material to its operations or business, whether or not in the ordinary course of business.

Each contract or agreement of the character referred to in the respective clauses of Section 3.24(a) through 3.24(t) is referred to herein as a "Material Contract."

Except as set forth on Section 3.24 of the Disclosure Schedule, the Company, and to the Company's knowledge, each other party thereto have in all material respects performed all the actions required to be performed by them to date, have received no notice of default and are not in default under any Material Contract now in effect to which the Company is a party or by which it or its property may be bound. The Company has no present expectation or intention of not fully performing all its respective material obligations under each such Material Contact, and the Company has no knowledge of any material breach or anticipated breach by the other party to any Material Contract to which the Company is a party. The Company is in compliance with all of the terms and provisions of its Certificate of Incorporation and Bylaws.

3.25 OFAC. Neither the Company, and to the Company's knowledge, no officer, employee or director of the Company, appears on the list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control. The purchase and sale of the Shares is not prohibited by Executive Order 13224, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, the Currency and Foreign Transactions Reporting Act of 1970, the United States Money Laundering Control Act of 1986, or the Trading with the Enemy Act of 1917 (TWEA).

3.26 FCPA. The Company has no officers, directors, or employees who are Foreign Officials as defined under the U.S. Foreign Corrupt Practices Act ("FCPA"). The Company has no officers, directors or employees who have Family Members (as defined under FCPA) who are Foreign Officials. The Company has not and will not, directly or indirectly, offer or pay, or authorize such offer or payment, any money or anything of value to improperly seek to influence any Foreign Official or foreign government entity decision-making or to gain a commercial or other advantage.

3.27 Qualified Small Business Stock. As of and immediately following the Initial Tranche 1 Closing: (i) the Company will be an eligible corporation as defined in Section 1202(e)(4) of the Code, (ii) the Company will not have made purchases of its own stock

described in Code Section 1202(c)(3)(B) during the one-year period preceding the Initial Tranche 1 Closing, except for purchases that are disregarded for such purposes under Treasury Regulation Section 1.1202-2 and (iii) the Company's aggregate gross assets, as defined by Code Section 1202(d)(2), at no time between its incorporation and through the Initial Tranche 1 Closing have exceeded $50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Code Section 1202(d)(3).

3.28 Disclosure. To the knowledge of the Company, neither this Agreement nor any other agreement, document, certificate or written statement furnished to the Purchasers or their special counsel by or on behalf of the Company in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact within the knowledge of the Company which has not been disclosed herein or in writing to the Purchasers and which would, in the Company's reasonable opinion, have a Material Adverse Effect. The projections attached as Section 3.28 of the Disclosure Schedule hereto are based on the Company's experience in the industry and on assumptions of fact and opinion as to future events which the Company, as of the date stated therein, believed to be reasonable, but which the Company cannot and does not assure or guarantee the attainment of in any manner.

3.29 No Special Mandatory Conversion. No Special Mandatory Conversion (as described in the Restated Certificate) shall occur or be deemed to occur under Section 5A of the Restated Certificate as a result of any Closings hereunder. No Closings under either Subsections 1.4(a) or 1.4(b) (taking into account any and all previous capital raise transactions, whether equity, debt or asset sale) hereof shall cause a Performance Adjustment under Section 5C of the Restated Certificate.

ARTICLE 4

DEFINITIONS AND ACCOUNTING TERMS

4.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

"Board of Directors" means the board of directors of the Company as constituted from time to time.

"Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in New York, New York are permitted or required by law, executive order or governmental decree to remain closed.

"Computer Programs" means (i) any and all computer programs (consisting of sets of statements or instructions to be used directly or indirectly in a computer in order to bring about a certain result), and (ii) all associated data and compilations of data, regardless of their form or embodiment. "Computer Programs" shall include, without limitation, all source code, object code and natural language code therefor, all versions thereof, all screen displays and designs thereof, all component modules, all descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and all documentation, including without limitation user manuals and training materials, relating to any of the foregoing.

"Indebtedness" means all obligations, contingent and otherwise, which should, in accordance with generally accepted accounting principles, be classified upon the obligor's balance sheet (or the notes thereto) as liabilities, but in any event including liabilities secured by any mortgage on property owned or acquired subject to such mortgage, whether or not the liability secured thereby shall have been assumed, and also including (i) all guaranties, endorsements and other contingent obligations, in respect of Indebtedness of others, whether or not the same are or should be so reflected in said balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business and (ii) the present value of any lease payments due under leases required to be capitalized in accordance with applicable Statements of Financial Accounting Standards, determined by discounting all such payments at the interest rate determined in accordance with applicable Statements of Financial Accounting Standards.

"Intellectual Property Rights" means all of the following: (i) patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (ii) trademarks, service marks, trade dress, logos, trade names, service names and corporate names and registrations and applications for registration thereof, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) trade secrets and confidential business information, whether patentable or non-patentable and whether or not reduced to practice, know-how, manufacturing and product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (vi) Computer Programs, (vii) other proprietary rights relating to any of the foregoing (including without limitation associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and (viii) copies and tangible embodiments thereof.

"Key Employee" means and includes the President, Chief Executive Officer, any other executive-level employee and any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Intellectual Property Rights of the Company.

"Lien" means, any mortgage, pledge, assessment, security interest, encumbrance, lien, lease, levy, claim or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by statute or other law.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof or any other legal entity.

"Subsidiary" or "Subsidiaries" means any corporation or trust of which the Company and/or any of its other Subsidiaries directly or indirectly owns at the time outstanding shares of every class of such corporation or trust other than directors' qualifying shares comprising at least fifty percent (50%) of the voting power of such corporation or trust.

4.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP as consistently applied, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

ARTICLE 5

MISCELLANEOUS

5.1 No Waiver; Cumulative Remedies. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

5.2 Amendments, Waivers and Consents. Except as otherwise provided in this Agreement, amendment or termination of this Agreement, and compliance with any covenant or provision set forth herein may be omitted or waived, if the Company shall obtain consent thereto in writing from the Purchaser or Purchasers holding sixty-six percent (66%) of the voting power of the Series C Preferred Shares then outstanding; provided that any such amendment, termination or waiver that occurs before the Initial Tranche 1 Closing shall require the written consent of the Company and the Purchasers obligated to purchase sixty-six percent (66%) of the Series C Preferred Shares to be issued to all Purchasers at the Initial Tranche 1 Closing. Any waiver or consent may be given subject to satisfaction of conditions stated therein and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding anything to the contrary contained herein, any amendment which (i) increases any Purchaser's obligations hereunder, or (ii) grants to any one or

more Purchasers any rights more favorable than any rights granted to all other Purchasers hereunder, must be approved by each Purchaser so as to be effective against such Purchaser.

5.3 Addresses for Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed delivered (i) three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, in each case to the intended recipient as set forth below:

if to any other holder of the Shares: at such holder's address for notice as set forth in the register maintained by the Company, or, as to each of the foregoing, at the addresses set forth on Schedule A hereto; or

if to the Company, at Collegium Pharmaceutical, Inc., 780 Dedham Street, Suite 800, Canton, MA 02021, Attn: Chief Executive Officer, with a copy to Pepper Hamilton LLP, 125 High Street, Boston, Massachusetts 02110, Attention: Robert Chow, Esq.;

Any party may give any notice, request, consent or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, telecopy, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party for whom it is intended. Any party may change the address to which notices, requests, consents or other communications hereunder are to be delivered by giving the other parties notice in the manner set forth in this Section 5.3.

5.4 Costs, Expenses and Taxes. Each party hereto shall bear its own expenses in connection with the transactions contemplated hereby; provided, however, the Company shall pay at the Initial Tranche 1 Closing (i) the reasonable fees and expenses of Latham & Watkins LLP, counsel to Longitude and Skyline, in an amount not to exceed $50,000, and (ii) the reasonable fees and expenses of Cooley LLP, counsel to Frazier Healthcare, in an amount not to exceed $25,000, in each case, incurred in connection with their representation of their respective Purchaser clients in connection with the transactions contemplated hereby. The Company shall pay any and all stamp and other taxes payable or determined to be payable in connection with the execution and delivery of this Agreement, the issuance of the Preferred Shares and other instruments and documents to be delivered hereunder or thereunder, and agrees to save the Purchasers harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes.

5.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company and the Purchasers and their respective heirs, successors and valid assigns, except that the Company shall not have the right to delegate any of its respective obligations hereunder or to assign its respective rights hereunder or any interest herein without the prior written consent of the holders of at least a majority in interest of the Shares.

5.6 Prior Agreements. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements concerning the purchase and sale of the Shares, including without limitation, the Summary of Terms & Conditions for Series C Preferred Stock Financing entered into with any of the Purchasers at any time before the date of this Agreement.

5.7 Severability. The provisions of this Agreement and the terms of the Series C Preferred Stock are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of a provision contained in this Agreement or the Preferred Stock shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement or the terms of the Series C Preferred

Stock; but this Agreement and the terms of the Series C Preferred Stock shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

5.8 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be construed and enforced in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

5.9 Headings. Article, Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together, including facsimiles thereof, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

5.11 Certain Covenants of the Company.

(a) Adjusted Working Capital. The Company shall promptly notify the Purchasers at such time as the Company's Adjusted Working Capital is less than $1,500,000. Following the notification referenced in the foregoing sentence, the Company shall, until the earlier of the issuance of the Tranche 2 Closing Shares and January 31, 2014, deliver to the Major Investors a statement of Adjusted Working Capital on a bi-weekly basis.

(b) Further Assurances. From and after the date of this Agreement, upon the request of any Purchaser or the Company, the Company and the Purchasers shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement and the Shares.

5.12 Indemnification. The Company shall, with respect to the representations, warranties and agreements made by it herein, indemnify, pay, defend and hold the Purchasers and each of the Purchasers' officers, directors, employees and agents and their respective Affiliates (the "Indemnitees") harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitees shall be designated a party thereto, which may be (i) imposed on such Indemnitee, (ii) incurred by such Indemnitee, or (iii) asserted against such Indemnitee by a third party, in each case, based upon, arising out of or otherwise in respect of any breach by the Company of any representation or warranty of the Company contained in this Agreement.

5.13 Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, regardless of any investigation made by any Purchaser or on its behalf.

5.14 Delivery by Facsimile or PDF. This Agreement and any agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or portable document format (pdf) sent by electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or emailed pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or emailed pdf as a defense to the formation of a contract and each such party forever waives any such defense.

5.15 Acknowledgement. Each party to this Agreement acknowledges that Cooley LLP ("Cooley"), special counsel to the Company with regard to patent prosecution and other intellectual property matters, has in the past performed and is or may now or in the future represent one or more Purchasers or their affiliates in matters unrelated to the transactions contemplated by this Agreement (the "Financing"), including representation of such Purchasers or their affiliates in matters of a similar nature to the Financing. The applicable rules of professional conduct require that Cooley inform the parties hereunder of this representation and obtain their consent. Cooley has served as outside general counsel only to Frazier Healthcare VI, LP and has negotiated the terms of the Financing solely on behalf of Frazier Healthcare VI, LP and not on behalf of either the Company or any other Purchasers. The Company and each Purchaser hereby (a) acknowledge that they have had an opportunity to ask for and have obtained information relevant to such representation, including disclosure of the reasonably foreseeable adverse consequences of such representation; (b) acknowledge that with respect to the Financing, Cooley has represented solely Frazier Healthcare VI, LP, and not any other Purchaser or any stockholder, director or employee of the Company or any other Purchaser; and (c) gives its informed consent to Cooley's representation of Frazier Healthcare VI, LP in the Financing.

[*Remainder of this Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an instrument under seal as of the date first above written.

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

PURCHASERS:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

[Signature Page to Series C Preferred Stock Purchase Agreement]

PURCHASERS (Cont.):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ Kerensa Kenny
Kerensa Kenny, Authorized Signatory

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

[Signature Page to Series C Convertible Preferred Stock Purchase Agreement]

PURCHASERS (Cont.):

/s/ Matthew Strobeck
Matthew Strobeck

/s/ E. Hunterson Henrie
E. Hunterson Henrie

/s/ Rawle Michelson
Rawle Michelson

[Signature Page to Series C Convertible Preferred Stock Purchase Agreement]

SCHEDULE A-1

Tranche 1 Closing Purchasers

Name of Purchaser *		Aggregate Purchase Price **	No. of Series C Preferred Shares Purchased **
Longitude Venture Partners, L.P. *** Fax:	$	869,331.08	627,223
Longitude Capital Associates, L.P. *** Fax:	$	17,424.79	12,572
Skyline Venture Partners V, L.P. *** Fax: ***	$	725,526.65	523,468
Frazier Healthcare VI, LP *** Fax: ***	$	1,435,431.69	1,035,665
Matthew Strobeck ***	$	23,628.53	17,048
E. Hunterson Henrie c/o Ferghana Partners ***	$	3,252.94	2,347
Rawle Michelson c/o Ferghana Partners ***	$	3,252.94	2,347
Totals:	**$**	**3,077,848.62**	**2,220,670**

* To be updated to include Purchasers who participate in the Rights Offering.

** Share amounts and aggregate purchase price to be adjusted for Purchasers who purchase Unsubscribed Shares.

SCHEDULE A-2

Tranche 2 Closing Purchasers

Name of Purchaser *		Aggregate Purchase Price	No. of Series C Preferred Shares to be Purchased **
Longitude Venture Partners, L.P. *** Fax:	$	2,337,529.19	1,686,529
Longitude Capital Associates, L.P. *** Fax:	$	46,853.73	33,805
Skyline Venture Partners V, L.P. *** Fax: ***	$	1,950,860.14	1,407,547
Frazier Healthcare VI, LP *** Fax: ***	$	2,314,509.12	1,669,920
Matthew Strobeck ***	$	37,850.27	27,309
E. Hunterson Henrie c/o Ferghana Partners ***	$	5,211.36	3,760
Rawle Michelson c/o Ferghana Partners ***	$	5,211.36	3,760
Totals:	**$**	**6,698,025.17**	**4,832,630**

* To be updated to include Purchasers who participate in the Rights Offering.

** Tranche 2 Pro Rata Amounts and aggregate purchase price to be adjusted for Purchasers who purchase Unsubscribed Shares.

SCHEDULE B

Financing Signature Page

By execution and delivery of this signature page, the undersigned hereby agrees to become a Purchaser, as defined in that certain Series C Convertible Preferred Stock Purchase Agreement (the "Purchase Agreement") by and among Collegium Pharmaceutical, Inc., a Delaware corporation (the "Company"), and the Purchasers (each as defined in the Purchase Agreement), dated as of the Initial Tranche 1 Closing Date (as defined in the Purchase Agreement), acknowledges having read the representations in the Purchase Agreement section entitled "Representations by the Purchasers," and hereby represents that the statements contained therein are complete and accurate with respect to the undersigned as a Purchaser. The undersigned further hereby agrees to be bound by the terms and conditions of (i) the Purchase Agreement as a "Purchaser" thereunder, (ii) the Stockholders Agreement (as defined in the Purchase Agreement) as an "Investor" thereunder and (ii) the Investor Rights Agreement (as defined in the Purchase Agreement) as an "Investor" thereunder, and authorizes this signature page to be attached to the Purchase Agreement, the Stockholders Agreement, and the Investor Rights Agreement, or counterparts thereof.

Executed, in counterpart, as of the date set forth below.

PURCHASER:

By: _____
Name of Purchaser

By: _____
Title: _____

Date: _____

Number of Shares Purchased: _____

Contact Person: _____
Telephone No.: _____
Telecopy No.: _____
Email Address: _____

Exhibit 1.1

Restated Certificate

Exhibit 2.1(c)(ii)

Opinion of Pepper Hamilton

Exhibit 2.1(c)(v)

Fifth Amended and Restated Stockholders Agreement

Exhibit 2.1(c)(vii)

Sixth Amended and Restated Investor Rights Agreement

Exhibit 10.9

AMENDMENT NO. 1
TO
SERIES C CONVERTIBLE PREFERRED STOCK PURCHASE AGREEMENT

This Amendment No. 1 (this "***Amendment***") dated as of September 24, 2013 amends that certain Series C Convertible Preferred Stock Purchase Agreement dated as of August 27, 2013 (the "***Purchase Agreement***") by and among Collegium Pharmaceutical, Inc., a Delaware corporation (the "***Company***"), and the persons and entities listed on Schedule A attached thereto (the "***Purchasers***"). All capitalized terms used but not defined in this Amendment shall have the meanings assigned to such terms in the Purchase Agreement.

WHEREAS, the Company issued and sold an aggregate of 2,220,670 shares of the Company's Series C Convertible Preferred Stock (the "***Series C Preferred***") to Purchasers at the Initial Tranche 1 Closing on August 27, 2013;

WHEREAS, the Company desires to issue and sell up to an aggregate of 665,334 shares of Series C Preferred to certain investors at the Additional Tranche 1 Closing and the Company and the Purchasers wish to confirm each Purchaser's pro rata amount of the Tranche 2 Closing Shares;

WHEREAS, Section 5.2 of the Purchase Agreement provides that any term thereof may be amended, modified or waived by the written consent of the Company and Purchasers holding at least sixty-six percent (66%) of the voting power of the Series C Preferred Shares then outstanding and the undersigned Purchasers hold at least sixty-six percent (66%) of the voting power of the Series C Preferred Shares currently outstanding; and

WHEREAS, the Company and the undersigned Purchasers desire to amend the Purchase Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment.

1.1 Section 1.4(c)(ii) is amended and restated in its entirety to read as follows:

"(ii) Upon the occurrence of a Triggering Event, the Company shall promptly, but no later than 11:59 p.m., Eastern time, on the third Business Day following the occurrence of the Triggering Event, deliver written notice to each Purchaser of the occurrence of a Triggering Event ("Triggering Event Notice"), which Triggering Event Notice shall offer each Purchaser the opportunity to purchase such Purchaser's "pro rata amount" of the Tranche 2 Closing Shares, which shall be the amount set forth opposite such Purchaser's name on Schedule A-2 attached hereto ("Tranche 2 Pro Rata Amount"). Each Purchaser may elect to purchase such Purchaser's Tranche 2 Pro Rata Amount by delivering payment of the Purchase Price for the Tranche 2 Closing Shares purchased by such Purchaser no later than the Second Tranche 2 Closing Date (subject to Section 1.4(c)(iii) below)."

1.2 Schedule A-1 and Schedule A-2 of the Purchase Agreement are hereby amended and restated to read in their entirety as Schedule A-1 and Schedule A-2 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, all other terms and conditions of the Purchase Agreement are hereby ratified and confirmed.

3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together, including facsimiles thereof, shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No.1 to Series C Convertible Preferred Stock Purchase Agreement to be executed as an instrument under seal as of the date first above written.

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

PURCHASERS:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright

Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

[Signature Page to Amendment No.1 to Series C Convertible Preferred Stock Purchase Agreement]

PURCHASERS (Cont.):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ Kerensa Kenny
Name: Kerensa Kenny
Title: Authorized Signatory

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

[Signature Page to Amendment No.1 to Series C Convertible Preferred Stock Purchase Agreement]

SCHEDULE A-1

Tranche 1 Closing Purchasers

Name of Purchaser	Aggregate Purchase Price	No. of Series C Preferred Shares Purchased
I. The Initial Tranche 1 Closing		
Longitude Venture Partners, L.P. ***	$ 869,331.08	627,223
Longitude Capital Associates, L.P. ***	$ 17,424.79	12,572
Skyline Venture Partners V, L.P. *** Fax: ***	$ 725,526.65	523,468
Frazier Healthcare VI, LP *** Fax: ***	$ 1,435,431.69	1,035,665
Matthew Strobeck ***	$ 23,628.53	17,048
E. Hunterson Henrie c/o Ferghana Partners ***	$ 3,252.94	2,347
Rawle Michelson c/o Ferghana Partners ***	$ 3,252.94	2,347
Totals:	**$ 3,077,848.62**	**2,220,670**

Schedule A-1 (cont.):

II. Additional Tranche 1 Closing			
Phillip Satow ***	$	1,354.12	977
Michael Satow ***	$	677.75	489
Julie Satow ***	$	677.75	489
JDS Associates LLC ***	$	677.75	489
Steven Tannenbaum ***	$	338.18	244
Theodore L. Iorio ***	$	1,692.31	1,221
Longitude Venture Partners, L.P. ***	$	494,297.50	356,636
Longitude Capital Associates, L.P. ***	$	9,907.13	7,148
Skyline Venture Partners V, L.P. *** Fax: ***	$	412,530.43	297,641
Totals:	**$**	**922,152.92**	**665,334**

SCHEDULE A-2

Tranche 2 Closing Purchasers

Name of Purchaser		**Aggregate Purchase Price**	**Tranche 2 Pro Rata Amount**
Longitude Venture Partners, L.P. *** Fax:	$	3,017,385.76	2,177,046
Longitude Capital Associates, L.P. *** Fax:	$	60,479.50	43,636
Skyline Venture Partners V, L.P. *** Fax: ***	$	2,518,252.51	1,816,921
Frazier Healthcare VI, LP *** Fax: ***	$	2,314,509.12	1,669,920
Matthew Strobeck ***	$	64,238.33	46,348
E. Hunterson Henrie c/o Ferghana Partners ***	$	8,842.68	6,380
Rawle Michelson c/o Ferghana Partners ***	$	8,842.68	6,380
Phillip Satow ***	$	1,861.40	1,343
Michael Satow ***	$	931.39	672
Julie Satow ***	$	931.39	672
JDS Associates LLC ***	$	931.39	672
Steven Tannenbaum ***	$	464.31	335
Theodore L. Iorio ***	$	2,327.09	1,679
Totals:	**$**	**7,999,997.55**	**5,772,004**

CONVERTIBLE NOTE PURCHASE AGREEMENT

THIS CONVERTIBLE NOTE PURCHASE AGREEMENT (this "Agreement") is dated as of November 14, 2014 by and among Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), and the persons or entities listed as purchasers and set forth on the signature page hereof (the "Purchasers").

ARTICLE I
PURCHASE, SALE AND TERMS OF NOTES

Section 1.1. The Notes. The Company has authorized the issuance and sale of convertible promissory notes in the aggregate principal amount of Five Million Dollars ($5,000,000) to the Purchasers in the principal amounts set forth opposite their respective names in the Schedule of Purchasers attached hereto as Exhibit A as such exhibit may be updated from time to time. The convertible promissory notes shall be substantially in the form attached hereto as Exhibit B and are herein referred to individually as a "Note" and collectively as the "Notes".

Section 1.2. Purchase and Sale of Notes. The Company agrees to issue and sell to the Purchasers, and, subject to and in reliance upon the representations, warranties, covenants, terms and conditions of this Agreement, the Purchasers, severally and not jointly, agree to purchase from the Company at the Closing (as hereinafter defined) the Notes as set forth opposite such Purchaser's name on Exhibit A as such exhibit may be updated from time to time.

Section 1.3. Initial Closing. The first purchase and sale of the Notes shall take place at an initial closing (the "Initial Closing") at the offices of the Company at 10:00 a.m. on the date hereof, or on such other date and at such time as may be mutually agreed upon by the Company and the Purchasers, in which the Company will sell, and each of the Purchasers listed on Exhibit A under the heading "Initial Closing" will purchase Notes in the amounts set forth opposite such Purchaser's name. At the Initial Closing, the Company will issue and deliver the applicable Notes to the Purchasers as set forth on Exhibit A hereto, against payment of the purchase price thereof by wire transfer of immediately available funds to an account designated by the Company.

Section 1.4. Subsequent Closing. The purchase and sale of Notes in the aggregate principal amount of $754,828.55 (the "Subsequent Closing Amount") shall take place at a subsequent closing (the "Subsequent Closing" together with the Initial Closing, hereinafter, a "Closing") at the offices of the Company at 10:00 a.m. on a date that is 14 days after the date of the Initial Closing, or on such other date and at such time as may be mutually agreed upon by the Company and the Purchasers, at which closing Boston Millennia Partners II Limited Partnership and its Affiliates (as defined below) may purchase the entire Subsequent Closing Amount. In the event Boston Millennia Partners II Limited Partnership and its Affiliates purchase less than the entire Subsequent Closing Amount (the "Unsubscribed Amount"), each Purchaser that participated in the Initial Closing shall purchase its pro rata percentage (such percentage as set forth on Exhibit A) of the Unsubscribed Amount, if any. Exhibit A shall be updated immediately prior to the Subsequent Closing to reflect the Purchasers and amounts of Notes purchased by such Purchasers in the Subsequent Closing. At the Subsequent Closing, the Company will issue and deliver the applicable Notes to the Purchasers, against payment of the

purchase price thereof by wire transfer of immediately available funds to an account designated by the Company. "Affiliate" shall mean any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including, without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

Section 1.5. Further Assurances. The Company and each Purchaser hereby agrees to execute, or cause to be executed, any further agreements, approvals, written consents or documents, without further consideration, which may reasonably be required by the Company to effect the actions contemplated by this Agreement.

Section 1.6. Securities Covered by Investor Rights Agreement. The Company and the Purchasers hereby acknowledge and agree that the Seventh Amended and Restated Investor Rights Agreement dated July 23, 2014 by and among the Company and the stockholders of the Company party thereto ("Investor Rights Agreement") and the Sixth Amended and Restated Stockholders Agreement dated July 23, 2014 by and among the Company and the stockholders of the Company party thereto ("Stockholder Agreement") are hereby amended to provide that any shares of the Company's Preferred Stock issued upon conversion of any of the Notes issued hereunder shall be deemed "Preferred Stock" for purposes of the Investor Rights Agreement and any shares of Preferred Stock or Common Stock issued upon conversion of any of the Notes hereunder shall be deemed "Shares" for purpose of the Stockholder Agreement. Except as expressly amended hereby, all other terms of the Investor Rights Agreement and the Stockholder Agreement shall remain unmodified and in full force and effect.

ARTICLE II
CONDITIONS TO PURCHASERS' OBLIGATIONS

The respective and several obligations of each Purchaser to purchase and pay for the Notes to be purchased by it at the applicable Closing are subject to the following conditions:

Section 2.1. Representations and Warranties. The representations and warranties of the Company set forth in Article IV hereof shall be true and correct on the date of the applicable Closing.

Section 2.2. Closing Documentation. At the Closing, the Company shall duly execute and deliver against receipt of each Purchaser's payment a Note in such Purchaser's name.

ARTICLE III
CONDITIONS TO COMPANY'S OBLIGATIONS

The obligations of the Company to sell and issue the Notes to each Purchaser at the Closing are subject to the following conditions:

Section 3.1. Representations and Warranties. The representations and warranties of the applicable Purchaser set forth in Article V hereof shall be true and correct on the date of the Closing.

Section 3.2. Documentation at the Closing. Each Purchaser shall have duly executed, on or prior to the applicable Closing, a counterpart signature page to that certain Subordination Agreement between the Purchasers, the Company and Silicon Valley Bank, in substantially the form attached hereto as Exhibit C.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

The Company represents and warrants to each of the Purchasers as of the applicable Closing as follows:

Section 4.1. Organization. Qualifications and Corporate Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of Virginia and is duly licensed or qualified to transact business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except where the failure to be so licensed or qualified would not have a material adverse effect on the business or assets of the Company ("Material Adverse Effect"). The Company has the corporate power and authority to own and hold its properties and to carry on its business as now conducted, to execute, deliver and perform this Agreement and to issue, sell and deliver the Notes.

Section 4.2. Authorization of Agreement. All corporate action required to be taken by the Board of Directors and stockholders in order to authorize the Company to enter into this Agreement, that certain Subordination Agreement with Silicon Valley Bank and to issue the Notes (collectively, the "Transaction Agreements") has been taken or will be taken prior to the Closing. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing**,** has been taken or will be taken prior to the Closing. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

Section 4.3. Compliance with Law and Other Instruments. The Company is not in default under the terms and provisions of this Agreement, of its articles of incorporation and bylaws, and of all mortgages, indentures, leases, agreements and other instruments, if any, by which it is bound or to which it or any of its respective properties or assets are subject. The Company is not in default under any judgments, decrees, governmental orders, statutes, rules or regulations by which it is bound or to which any of its properties or assets are subject. Neither

the execution and delivery of this Agreement or the issuance of the Notes, nor the consummation of any transaction contemplated by this Agreement, has constituted or resulted in or will constitute or result in a material default or violation of any term or provision of any of the foregoing documents, instruments, judgments, agreements, decrees, orders, statutes, rules and regulations.

Section 4.4. No Brokers or Finders. The Company has not incurred or agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Agreement, the Notes or any of the transactions contemplated hereby or thereby.

Section 4.5. Offering Exemption. Assuming the accuracy of the representations of the Purchasers set forth in Article V below, the offer, sale and issuance of the Notes and the securities issuable upon conversion and exercise thereof in conformity with the terms of this Agreement are exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and are exempt from the qualification and registration requirements of all applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Notes or the securities issuable upon conversion and exercise thereof to any person or entity so as to bring the offer or sale of the Notes or the securities issuable upon conversion and exercise thereof by the Company within the registration provisions of the Securities Act or any state securities laws. None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

Section 4.6. Use of Proceeds. The proceeds from issuance and sale of the Notes shall be used for general working capital purposes.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser severally represents and warrants to the Company that: (a) it has full power and authority to enter into and perform this Agreement in accordance with its terms, and it was not organized for the specific purpose of acquiring the Notes, (b) it has sufficient knowledge and experience in investing in companies similar to the Company in terms of the Company's stage of development so as to be able to evaluate the risks and merits of its investment in the Company and it is able financially to bear the risks thereof, (c) it has made an investigation of the Company and its business as it has deemed necessary, has had an opportunity to discuss and review the Company's business, management and financial affairs with the Company's management as it has deemed necessary and all questions it has posed to

management have been answered to its satisfaction (the foregoing, however, does not limit or modify the representations and warranties of the Company in Article IV of this Agreement or the right of the Purchasers to rely on such representations and warranties), (d) the Notes being purchased by it are being acquired

for its own account for the purpose of investment and not with a view to or for sale in connection with any distribution thereof, (e) it understands that (i) the Notes have not been registered under the Securities Act, by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act pursuant to Rule 506 promulgated under the Securities Act, (ii) the Notes must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration, (iii) the Notes will bear a legend to such effect and (iv) the Company will make a notation on its transfer books to such effect; (f) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of it, enforceable in accordance with the terms of the Agreement subject to the Enforceability Exceptions; and (g) it is an "accredited investor" as that term is defined in Rule 501 promulgated under the Securities Act. No Purchaser nor, to the extent it has them, any of its shareholders, members, managers, general or limited partners, directors, affiliates or executive officers are subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). Neither the purchase of the Notes by, nor the issuance of securities upon conversion of the Notes to, the Purchaser will subject the Company to any Disqualification Event.

ARTICLE VI
MISCELLANEOUS

Section 6.1. Authorization of Conversion Securities. The Company shall use best efforts, prior to conversion of any Notes, to amend its articles of incorporation as and to the extent necessary, if at all, to authorize sufficient shares of Qualified Financing Securities (as defined in the Notes) and/or common stock, as the case may be, for the conversion of the Notes, and authorize sufficient shares of Common Stock for the conversion of such Qualified Financing Securities. Thereafter, the Company shall reserve an adequate number of shares of Qualified Financing Securities for conversion of the Notes and an adequate number of shares of Common Stock for the conversion of such Qualified Financing Securities.

Section 6.2. No Waiver; Cumulative Remedies. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 6.3. Amendments, Waivers and Consents. The terms and provisions of this Agreement and/or the Notes may be modified or amended only by a written instrument duly executed by the Company and Purchasers holding at least 60% of the aggregate amount of outstanding principal under the Notes, which expressly refers to this Agreement and the Notes and modifies or amends this Agreement and all Notes in the same manner.

Section 6.4. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon

personal delivery to the party to be notified, (b) when sent, if sent by confirmed facsimile or electronic mail during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or Exhibit A, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section. If notice is given to the Company, a copy shall also be sent to Robert Chow, Esq., Pepper Hamilton LLP, 125 High Street, 19th Floor, High Street Tower, Boston, MA 02110, facsimile: (617) 204-5150.

Section 6.5. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company and the Purchasers and their respective heirs, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 6.6. Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

Section 6.7. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Section 6.8. Governing Law. This Agreement shall be governed by and construed in accordance with the Commonwealth of Virginia, without regard to its principles of conflicts of laws.

Section 6.9. Counterparts. This Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.10. Expenses. Each party hereto shall be responsible for its own expenses related to the negotiation of this Agreement and the transactions contemplated hereby.

Section 6.11. Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Convertible Note Purchase Agreement on the day, month and year first above written.

The Company:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: CEO

The Purchasers:

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

The Purchasers (Cont.):

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ John G. Freund
John G. Freund, Managing Director

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

Exhibit A

SCHEDULE OF PURCHASERS

I. Initial Closing

Name of Purchaser	Amount of Notes Purchased	Pro Rata Percentage
Longitude Venture Partners, L.P. *** Fax:	$ 1,790,608.63	42.18%
Longitude Capital Associates, L.P. *** Fax:	$ 35,890.29	0.85%
Skyline Venture Partners V, L.P. *** Fax: ***	$ 1,494,408.06	35.20%
Frazier Healthcare VI, LP	$ 924,264.47	21.77%

***
Fax: ***

Totals:	$	4,245,171.45	100.00%

II. Subsequent Closing

[To Come]

Exhibit B

FORM OF CONVERTIBLE PROMISSORY NOTE

Exhibit B has been omitted as such document has been separately filed as an exhibit to the Form S-1. The Company agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.

Exhibit C

SUBORDINATION AGREEMENT

Exhibit C has been omitted as such document has been separately filed as an exhibit to the Form S-1. The Company agrees to furnish supplementally a copy of this exhibit to the Securities and Exchange Commission upon request.

COLLEGIUM PHARMACEUTICAL, INC.

JOINDER TO CONVERTIBLE NOTE PURCHASE AGREEMENT

THIS JOINDER TO CONVERTIBLE NOTE PURCHASE AGREEMENT ("Joinder") is executed and delivered as of December 2, 2014 by each of the undersigned pursuant to which each of the undersigned agrees (a) to become a party to that certain Convertible Note Purchase Agreement dated as of November 14, 2014 (the "Purchase Agreement"), by and among Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), and the other purchasers of the Company's convertible promissory notes (the "Notes") party thereto and (b) to purchase that Notes in the principal amounts set forth in the table below at a Subsequent Closing to be held on or before the date hereof. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement.

1. Each of undersigned acknowledges and agrees having read the representations and warranties set forth in Article V of the Purchase Agreement entitled "Representations and Warranties of the Purchasers" and hereby represents that the statements contained therein are true, complete and accurate as of the date hereof with respect to the undersigned as a Purchaser.

Purchaser		Principal Amount of Note Purchased
Boston Millennia Partners II Limited Partnership	$	626,750.08
Boston Millennia Partners II-A Limited Partnership	$	30,022.87
Boston Millennia Partners GmbH & Co. KG	$	89,249.79
Strategic Advisors Fund Limited Partnership	$	5,635.52
Boston Millennia Associates II Partnership	$	3,170.29
Total:	**$**	**754,828.55**

2. Exhibit A to the Purchase Agreement is as Exhibit A attached hereto.

3. Subject to the foregoing, the Purchase Agreement is hereby expressly ratified and confirmed and remains in full force and effect.

4. This Joinder may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to Convertible Note Purchase Agreement on the day, month and year first above written.

PURCHASERS:

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon

General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltunge GmbH

By: /s/ Martin J. Hernon
Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

THE COMPANY:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and CEO

[*Signature Page to Joinder to Convertible Note Purchase Agreement*]

Exhibit A

SCHEDULE OF PURCHASERS

I. Initial Closing

Name of Purchaser	Amount of Notes Purchased	Pro Rata Percentage
Longitude Venture Partners, L.P. *** Fax:	$ 1,790,608.63	42.18%
Longitude Capital Associates, L.P. *** Fax:	$ 35,890.29	0.85%
Skyline Venture Partners V, L.P. *** Fax: ***	$ 1,494,408.06	35.20%
Frazier Healthcare VI, LP *** Fax: ***	$ 924,264.47	21.77%
Totals:	$ 4,245,171.45	100.00%

II. Subsequent Closing

Name of Purchaser	Amount of Notes Purchased
Boston Millennia Partners II Limited Partnership	$ 626,750.08
Boston Millennia Partners II-A Limited Partnership	$ 30,022.87
Boston Millennia Partners GmbH & Co. KG	$ 89,249.79
Strategic Advisors Fund Limited Partnership	$ 5,635.52
Boston Millennia Associates II Partnership	$ 3,170.29
Total:	$ 754,828.55

Exhibit 10.11

SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is made as of November 14, 2014, by and between each of the undersigned creditors named on the signature pages hereto (each a "Creditor" and, collectively, the "Creditors"), **COLLEGIUM PHARMACEUTICAL, INC.**, a Virginia corporation ("Borrower"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at *** ("Bank").

Recitals

A. Borrower has requested and/or obtained certain loans or other credit accommodations from Bank which are or may be from time to time secured by assets and property of Borrower.

B. Each Creditor has extended loans or other credit accommodations to Borrower, and/or may extend loans or other credit accommodations to Borrower from time to time.

C. To induce Bank to extend credit to Borrower and, at any time or from time to time, at Bank's option, to make such further loans, extensions of credit, or other accommodations to or for the account of Borrower, or to purchase or extend credit upon any instrument or writing in respect of which Borrower may be liable in any capacity, or to grant such renewals or extension of any such loan, extension of credit, purchase, or other accommodation as Bank may deem advisable, each Creditor is willing to subordinate: (i) all of Borrower's indebtedness and obligations to the Creditors (including, without limitation, principal, premium (if any), interest, fees, charges, expenses, costs, professional fees and expenses, and reimbursement obligations), in connection with the Convertible Promissory Notes issued pursuant to that certain Convertible Promissory Note Purchase Agreement, dated November 14, 2014, by and among the Borrower and the Creditors (the "Subordinated Debt") to all of Borrower's indebtedness and obligations to Bank; and (ii) all of the Creditors' security interests, if any, to all of Bank's security interests in Borrower's property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Each Creditor subordinates to Bank any security interest or lien that such Creditor may have in any property of Borrower. Notwithstanding the respective dates of attachment or perfection of the security interests of each Creditor and the security interests of Bank, all now existing and hereafter arising security interests of Bank in any property of Borrower and all proceeds thereof (the "Collateral"), including, without limitation, the "Collateral", as defined in a certain Loan and Security Agreement between Borrower and Bank dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement between Borrower and Bank dated as of January 31, 2014, as amended by that certain Assumption and Second Amendment to Loan and Security Agreement between Borrower and Bank dated as of August 12, 2014, as amended by that certain Third Amendment to Loan and Security Agreement between Borrower and Bank dated as of September 25, 2014, and as further amended by that certain Fourth Amendment to Loan and Security Agreement between Borrower and Bank dated as of October 31, 2014 (as may be amended, modified, restated, replaced or supplemented from time to time, the "Loan Agreement"), shall at all times be senior to the security interests of the Creditors. Each Creditor hereby (a) acknowledges and consents to (i) Borrower granting to Bank a security interest in the Collateral, (ii) Bank filing any and all financing statements and other documents as deemed necessary by Bank in order to perfect Bank's security interest in the Collateral, and (iii) the entering into of the Loan Agreement and all documents in connection therewith by Borrower, (b) acknowledges and agrees that the Senior Debt, the entering into of the Loan Agreement and all documents in connection therewith by Borrower, and the security interest granted by Borrower to Bank in the Collateral shall be permitted under the provisions of the Subordinated Debt documents (notwithstanding any provision of the Subordinated Debt documents to the contrary), (c) acknowledges, agrees and covenants that such Creditor shall not contest, challenge or dispute the validity, attachment, perfection, priority or enforceability of Bank's security interest in the Collateral, or the validity, priority or enforceability of the Senior Debt, and (d) acknowledges and agrees that the provisions of this Agreement will apply fully and unconditionally even in the event that Bank's security interest in the Collateral (or any portion thereof) shall be unperfected.

2. All Subordinated Debt is subordinated in right of payment to all obligations of Borrower to Bank now existing or hereafter arising, including, without limitation, the Obligations (as defined in the Loan Agreement),

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together with all costs of collecting such obligations (including reasonable attorneys' fees), including, without limitation, all obligations under any agreement in connection with the provision by Bank to Borrower of products and/or credit services facilities, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services, all interest accruing after the commencement by or against Borrower of any bankruptcy, reorganization or similar proceeding (such obligations, collectively, the "Senior Debt"), but excluding any obligations in connection with warrants or equity instruments.

3. Subject to Sections 5 and 7, the Creditors will not demand or receive from Borrower (and Borrower will not pay to any of the Creditors) all or any part of the Subordinated Debt, by way of payment, prepayment, setoff, lawsuit or otherwise, nor will the Creditors exercise any remedy with respect to any property of Borrower, nor will the Creditors accelerate the Subordinated Debt, or commence, or cause to commence, prosecute or participate in any administrative, legal or equitable action against Borrower, until such time as (a) the Senior Debt has been fully paid in cash, (b) Bank has no commitment or obligation to lend any further funds to Borrower, and (c) all financing agreements between Bank and Borrower are terminated. Nothing in the foregoing paragraph shall prohibit the Creditors from converting all or any part of the Subordinated Debt into equity securities of Borrower, provided that, if such securities have any call, put or other conversion features that would require Borrower to declare or pay dividends, make distributions, or otherwise pay any money or deliver any other securities or consideration to the holder, the Creditors hereby agree that Borrower may not declare, pay or make such dividends, distributions or other payments to the Creditors, and the Creditors shall not accept any such dividends, distributions or other payments except as may be permitted in the Loan Agreement.

4. Each Creditor shall promptly deliver to Bank in the form received (except for endorsement or assignment by Creditor where required by Bank) for application to the Senior Debt any payment, distribution, security or proceeds received by such Creditor with respect to the Subordinated Debt other than in accordance with this Agreement.

5. In the event of Borrower's insolvency, reorganization or any case or proceeding under any bankruptcy or insolvency law or laws relating to the relief of debtors, including, without limitation, any voluntary or involuntary bankruptcy, insolvency, receivership or other similar statutory or common law proceeding or arrangement involving Borrower, the readjustment of its liabilities, any assignment for the benefit of its creditors or any marshalling of its assets or liabilities (each, an "Insolvency Proceeding"), (a) this Agreement shall remain in full force and effect in accordance with Section 510(a) of the United States Bankruptcy Code, (b) the Collateral shall include, without limitation, all Collateral arising during or after any such Insolvency Proceeding, and (c) Bank's claims

against Borrower and the estate of Borrower shall be paid in full before any payment is made to the Creditors. For the avoidance of doubt, this Section 5 only applies to Creditor in its capacity as holder of Subordinated Debt and not in any other capacity, including as an equity holder in Borrower.

6. Creditor shall give Bank prompt written notice of the occurrence of any default or event of default under any document, instrument or agreement evidencing or relating to the Subordinated Debt, and shall, simultaneously with giving any notice of default to Borrower, provide Bank with a copy of any notice of default given to Borrower. Creditor acknowledges and agrees that any default or event of default under the Subordinated Debt documents shall be deemed to be a default and an event of default under the Senior Debt documents.

7. Until the Senior Debt (other than inchoate indemnity obligations) has been fully paid in cash and Bank's agreements to lend any funds to Borrower have been terminated, each of the Creditors irrevocably appoints Bank as such Creditor's attorney-in-fact, and grants to Bank a power of attorney with full power of substitution, in the name of such Creditor or in the name of Bank, for the use and benefit of Bank, without notice to such Creditor, to perform at Bank's option the following acts in any Insolvency Proceeding involving Borrower:

a) To file the appropriate claim or claims in respect of the Subordinated Debt on behalf of such Creditor if such Creditor does not do so prior to 30 days before the expiration of the time to file claims in such Insolvency Proceeding and if Bank elects, in its sole discretion, to file such claim or claims; and

b) To accept or reject any plan of reorganization or arrangement on behalf of such Creditor and to otherwise vote such Creditor's claims in respect of any Subordinated Debt in any manner that Bank deems appropriate for the enforcement of its rights hereunder.

In addition to and without limiting the foregoing: (x) until the Senior Debt has been fully paid in cash and Bank's agreements to lend any funds to Borrower have been terminated, the Creditors shall not commence or join in any involuntary bankruptcy petition or similar judicial proceeding against Borrower, and (y) if an Insolvency Proceeding occurs: (i) the Creditors shall not assert, without the prior written consent of Bank, any claim, motion, objection or argument in respect of the Collateral in connection with any Insolvency Proceeding which could otherwise be asserted or raised in connection with such Insolvency Proceeding, including, without limitation, any claim, motion, objection or argument seeking adequate protection or relief from the automatic stay in respect of the Collateral, (ii) Bank may consent to the use of cash collateral on such terms and conditions and in such amounts as it shall in good faith determine without seeking or obtaining the consent of the Creditor as (if applicable) holder of an interest in the Collateral, (iii) if use of cash collateral by Borrower is consented to by Bank, the Creditors shall not oppose such use of cash collateral on the basis that the Creditors' interest in the Collateral (if any) is impaired by such use or inadequately protected by such use, or on any other ground, and (iv) the Creditors shall not object to, or oppose, any sale or other disposition of any assets comprising all or part of the Collateral, free and clear of security interests, liens and claims of any party, including any of the Creditors, under Section 363 of the United States Bankruptcy Code, on the basis that the interest of the Creditors in the Collateral (if any) is impaired by such sale or inadequately protected as a result of such sale, or on any other ground (and, if requested by Bank, the Creditors shall affirmatively and promptly consent to such sale or disposition of such assets), if Bank has consented to, or supports, such sale or disposition of such assets. Notwithstanding the provisions of this Section 7, Creditor may (a) subject to Section 7(a), file proofs of claim against Borrower and vote such claims in any such proceeding, or (b) take any action against Borrower (but not any Collateral) if necessary to prevent the running of the applicable statute of limitation or similar restriction on any claims under the Subordinated Debt. For the avoidance of doubt, this Section 7 only applies to Creditor in its capacity as holder of Subordinated Debt and not in any other capacity, including as equity holder in Borrower.

8. Borrower represents and warrants that it has provided Bank with true and correct copies of all of the documents evidencing or relating to the Subordinated Debt. Borrower shall immediately affix a legend to the instruments evidencing the Subordinated Debt stating that the instruments are subject to the terms of this Agreement, and Creditor agrees to the affixation of such legend.

9. No amendment of the documents evidencing or relating to the Subordinated Debt shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinated Debt or the subordination of the security interest or lien that the Creditors may have in any property of Borrower. By way of example, such instruments shall not be amended to (a) increase the rate of interest with respect to the Subordinated Debt, or (b) accelerate the payment of the principal or interest or any other portion of the Subordinated Debt. Bank shall have the sole and exclusive right to restrict or permit, or approve or disapprove, the sale, transfer or other disposition of property of Borrower except in accordance with the terms of the Senior Debt. Upon written notice from Bank to the Creditors of Bank's agreement to release its lien on all or any portion of the Collateral in connection with the sale, transfer or other disposition thereof by Bank (or by Borrower with consent of Bank), the Creditors shall be deemed to have also, automatically and simultaneously, released its lien on the Collateral, and the Creditors shall upon written request by Bank, immediately take such action as shall be necessary or appropriate to evidence and confirm such release. All proceeds resulting from any such sale, transfer or other disposition shall be applied first to the Senior Debt until payment in full thereof (other than inchoate indemnity obligations), with the balance, if any, to the Subordinated Debt, or to any other entitled party. If the Creditors fails to release its lien as required hereunder, the Creditors hereby appoint Bank as attorney in fact for each of the Creditors with full power of substitution to release the Creditors' liens as provided hereunder. Such power of attorney being coupled with an interest shall be irrevocable.

10. All necessary action on the part of each Creditor, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Creditors hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of Creditor, enforceable against each Creditor in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by each Creditor will not (a) result in any material violation or default of

any term of any of such Creditor's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (b) violate any material applicable law, rule or regulation.

11. If, at any time after payment in full of the Senior Debt any payments of the Senior Debt (other than inchoate indemnity obligations) must be disgorged by Bank for any reason (including, without limitation, any Insolvency Proceeding), this Agreement and the relative rights and priorities set forth herein shall be reinstated as to all such disgorged payments as though such payments had not been made and the Creditors shall immediately pay over to Bank all payments received with respect to the Subordinated Debt to the extent that such payments would have been prohibited hereunder. Subject to the terms of the Loan Agreement, at any time and from time to time, without notice to the Creditors, Bank may take such actions with respect to the Senior Debt as Bank, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Debt and any collateral securing the Senior Debt, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or

otherwise affect Bank's rights hereunder. Each of the Creditors waives the benefits, if any, of any statutory or common law rule that may permit a subordinating creditor to assert any defenses of a surety or guarantor, or that may give the subordinating creditor the right to require a senior creditor to marshal assets, and such Creditor agrees that it shall not assert any such defenses or rights.

12. This Agreement shall bind any successors or assignees of the Creditors and shall benefit any successors or assigns of Bank, provided, however, each of the Creditors agrees that: (a) it shall give Bank prior written notice of such assignment, and (b) such successor or assignee, as applicable, shall execute a written agreement whereby such successor or assignee expressly agrees to assume and be bound by all terms and conditions of this Agreement with respect to such Creditor. This Agreement shall remain effective until terminated in writing by Bank. This Agreement is solely for the benefit of the Creditor and Bank and not for the benefit of Borrower or any other party. The Creditors further agree that if Borrower is in the process of refinancing any portion of the Senior Debt with a new lender, and if Bank makes a request of the Creditors, the Creditors shall agree to enter into a new subordination agreement with the new lender on substantially the terms and conditions of this Agreement.

13. The Creditors hereby agree to execute such documents and/or take such further action as Bank may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when reasonably requested by Bank.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflicts of laws principles. The Creditors and Bank submit to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement; provided, however, that if for any reason Bank cannot avail itself of the Courts of The Commonwealth of Massachusetts, Creditor accepts jurisdiction of the Courts and venue in Santa Clara County, California. THE CREDITORS AND BANK WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

16. This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. Each Creditor is not relying on any representations by Bank or Borrower in entering into this Agreement, and such Creditor has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by the Creditors and Bank.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

"Bank"

SILICON VALLEY BANK

By: /s/ Kate Walsh

Name: Kate Walsh

Title: Vice President

"Creditors"

LONGITUDE VENTURE PARTNERS, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

LONGITUDE CAPITAL ASSOCIATES, L.P.
a Delaware Limited Partnership

By: Longitude Capital Partners, LLC
Its General Partner

By: /s/ Patrick Enright
Name: Patrick Enright
Title: Managing Member

"Creditors" (continued)

SKYLINE VENTURE PARTNERS V, L.P.

By: Skyline Venture Management V, LLC
Its: General Partner

By: /s/ John G. Freund
John G. Freund, Managing Director

FRAZIER HEALTHCARE VI, LP
By FHM VI, LP, its general partner
By FHM VI, LLC, its general partner

By: /s/ Patrick Heron
Name: Patrick Heron
Title: Manager

The undersigned approves of the terms of this Agreement.

"Borrower"

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan

Name: Michael Heffernan

Title: CEO

Exhibit 10.12

SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") is made as of December 2, 2014, by and between each of the undersigned creditors named on the signature pages hereto (each a "Creditor" and, collectively, the "Creditors"), **COLLEGIUM PHARMACEUTICAL, INC.**, a Virginia corporation ("Borrower"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at *** ("Bank").

Recitals

A. Borrower has requested and/or obtained certain loans or other credit accommodations from Bank which are or may be from time to time secured by assets and property of Borrower.

B. Each Creditor has extended loans or other credit accommodations to Borrower, and/or may extend loans or other credit accommodations to Borrower from time to time.

C. To induce Bank to extend credit to Borrower and, at any time or from time to time, at Bank's option, to make such further loans, extensions of credit, or other accommodations to or for the account of Borrower, or to purchase or extend credit upon any instrument or writing in respect of which Borrower may be liable in any capacity, or to grant such renewals or extension of any such loan, extension of credit, purchase, or other accommodation as Bank may deem advisable, each Creditor is willing to subordinate: (i) all of Borrower's indebtedness and obligations to the Creditors (including, without limitation, principal, premium (if any), interest, fees, charges, expenses, costs, professional fees and expenses, and reimbursement obligations), in connection with the Convertible Promissory Notes issued pursuant to that certain Convertible Promissory Note Purchase Agreement, dated November 14, 2014, by and among the Borrower and the Creditors and the other creditors party thereto (the "Subordinated Debt") to all of Borrower's indebtedness and obligations to Bank; and (ii) all of the Creditors' security interests, if any, to all of Bank's security interests in Borrower's property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Each Creditor subordinates to Bank any security interest or lien that such Creditor may have in any property of Borrower. Notwithstanding the respective dates of attachment or perfection of the security interests of each Creditor and the security interests of Bank, all now existing and hereafter arising security interests of Bank in any property of Borrower and all proceeds thereof (the "Collateral"), including, without limitation, the "Collateral", as defined in a certain Loan and Security Agreement between Borrower and Bank dated as of August 28, 2012, as amended by that certain First Amendment to Loan and Security Agreement between Borrower and Bank dated as of January 31, 2014, as amended by that certain Assumption and Second Amendment to Loan and Security Agreement between Borrower and Bank dated as of August 12, 2014, as amended by that certain Third Amendment to Loan and Security Agreement between Borrower and Bank dated as of September 25, 2014, and as further amended by that certain Fourth Amendment to Loan and Security Agreement between Borrower and Bank dated as of October 31, 2014 (as may be amended, modified, restated, replaced or supplemented from time to time, the "Loan Agreement"), shall at all times be senior to the security interests of the Creditors. Each Creditor hereby (a) acknowledges and consents to (i) Borrower granting to Bank a security interest in the Collateral, (ii) Bank filing any and all financing statements and other documents as deemed necessary by Bank in order to perfect Bank's security interest in the Collateral, and (iii) the entering into of the Loan Agreement and all documents in connection therewith by Borrower, (b) acknowledges and agrees that the Senior Debt, the entering into of the Loan Agreement and all documents in connection therewith by Borrower, and the security interest granted by Borrower to Bank in the Collateral shall be permitted under the provisions of the Subordinated Debt documents (notwithstanding any provision of the Subordinated Debt documents to the contrary), (c) acknowledges, agrees and covenants that such Creditor shall not contest, challenge or dispute the validity, attachment, perfection, priority or enforceability of Bank's security interest in the Collateral, or the validity, priority or enforceability of the Senior Debt, and (d) acknowledges and agrees that the provisions of this Agreement will apply fully and unconditionally even in the event that Bank's security interest in the Collateral (or any portion thereof) shall be unperfected.

2. All Subordinated Debt is subordinated in right of payment to all obligations of Borrower to Bank now existing or hereafter arising, including, without limitation, the Obligations (as defined in the Loan Agreement),

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together with all costs of collecting such obligations (including reasonable attorneys' fees), including, without limitation, all obligations under any agreement in connection with the provision by Bank to Borrower of products and/or credit services facilities, including, without limitation, any letters of credit, cash management services (including, without limitation, merchant services, direct deposit of payroll, business credit cards, and check cashing services), interest rate swap arrangements, and foreign exchange services, all interest accruing after the commencement by or against Borrower of any bankruptcy, reorganization or similar proceeding (such obligations, collectively, the "Senior Debt"), but excluding any obligations in connection with warrants or equity instruments.

3. Subject to Sections 5 and 7, the Creditors will not demand or receive from Borrower (and Borrower will not pay to any of the Creditors) all or any part of the Subordinated Debt, by way of payment, prepayment, setoff, lawsuit or otherwise, nor will the Creditors exercise any remedy with respect to any property of Borrower, nor will the Creditors accelerate the Subordinated Debt, or commence, or cause to commence, prosecute or participate in any administrative, legal or equitable action against Borrower, until such time as (a) the Senior Debt has been fully paid in cash, (b) Bank has no commitment or obligation to lend any further funds to Borrower, and (c) all financing agreements between Bank and Borrower are terminated. Nothing in the foregoing paragraph shall prohibit the Creditors from converting all or any part of the Subordinated Debt into equity securities of Borrower, provided that, if such securities have any call, put or other conversion features that would require Borrower to declare or pay dividends, make distributions, or otherwise pay any money or deliver any other securities or consideration to the holder, the Creditors hereby agree that Borrower may not declare, pay or make such dividends, distributions or other payments to the Creditors, and the Creditors shall not accept any such dividends, distributions or other payments except as may be permitted in the Loan Agreement.

4. Each Creditor shall promptly deliver to Bank in the form received (except for endorsement or assignment by Creditor where required by Bank) for application to the Senior Debt any payment, distribution, security or proceeds received by such Creditor with respect to the Subordinated Debt other than in accordance with this Agreement.

5. In the event of Borrower's insolvency, reorganization or any case or proceeding under any bankruptcy or insolvency law or laws relating to the relief of debtors, including, without limitation, any voluntary or involuntary bankruptcy, insolvency, receivership or other similar statutory or common law proceeding or arrangement involving Borrower, the readjustment of its liabilities, any assignment for the benefit of its creditors or any marshalling of its assets or liabilities (each, an "Insolvency Proceeding"), (a) this Agreement shall remain in full force and effect in accordance with Section 510(a) of the United States Bankruptcy Code, (b) the Collateral shall include, without limitation, all Collateral arising during or after any such Insolvency Proceeding, and (c) Bank's claims

against Borrower and the estate of Borrower shall be paid in full before any payment is made to the Creditors. For the avoidance of doubt, this Section 5 only applies to Creditor in its capacity as holder of Subordinated Debt and not in any other capacity, including as an equity holder in Borrower.

6. Creditor shall give Bank prompt written notice of the occurrence of any default or event of default under any document, instrument or agreement evidencing or relating to the Subordinated Debt, and shall, simultaneously with giving any notice of default to Borrower, provide Bank with a copy of any notice of default given to Borrower. Creditor acknowledges and agrees that any default or event of default under the Subordinated Debt documents shall be deemed to be a default and an event of default under the Senior Debt documents.

7. Until the Senior Debt (other than inchoate indemnity obligations) has been fully paid in cash and Bank's agreements to lend any funds to Borrower have been terminated, each of the Creditors irrevocably appoints Bank as such Creditor's attorney-in-fact, and grants to Bank a power of attorney with full power of substitution, in the name of such Creditor or in the name of Bank, for the use and benefit of Bank, without notice to such Creditor, to perform at Bank's option the following acts in any Insolvency Proceeding involving Borrower:

a) To file the appropriate claim or claims in respect of the Subordinated Debt on behalf of such Creditor if such Creditor does not do so prior to 30 days before the expiration of the time to file claims in such Insolvency Proceeding and if Bank elects, in its sole discretion, to file such claim or claims; and

b) To accept or reject any plan of reorganization or arrangement on behalf of such Creditor and to otherwise vote such Creditor's claims in respect of any Subordinated Debt in any manner that Bank deems appropriate for the enforcement of its rights hereunder.

In addition to and without limiting the foregoing: (x) until the Senior Debt has been fully paid in cash and Bank's agreements to lend any funds to Borrower have been terminated, the Creditors shall not commence or join in any involuntary bankruptcy petition or similar judicial proceeding against Borrower, and (y) if an Insolvency Proceeding occurs: (i) the Creditors shall not assert, without the prior written consent of Bank, any claim, motion, objection or argument in respect of the Collateral in connection with any Insolvency Proceeding which could otherwise be asserted or raised in connection with such Insolvency Proceeding, including, without limitation, any claim, motion, objection or argument seeking adequate protection or relief from the automatic stay in respect of the Collateral, (ii) Bank may consent to the use of cash collateral on such terms and conditions and in such amounts as it shall in good faith determine without seeking or obtaining the consent of the Creditor as (if applicable) holder of an interest in the Collateral, (iii) if use of cash collateral by Borrower is consented to by Bank, the Creditors shall not oppose such use of cash collateral on the basis that the Creditors' interest in the Collateral (if any) is impaired by such use or inadequately protected by such use, or on any other ground, and (iv) the Creditors shall not object to, or oppose, any sale or other disposition of any assets comprising all or part of the Collateral, free and clear of security interests, liens and claims of any party, including any of the Creditors, under Section 363 of the United States Bankruptcy Code, on the basis that the interest of the Creditors in the Collateral (if any) is impaired by such sale or inadequately protected as a result of such sale, or on any other ground (and, if requested by Bank, the Creditors shall affirmatively and promptly consent to such sale or disposition of such assets), if Bank has consented to, or supports, such sale or disposition of such assets. Notwithstanding the provisions of this Section 7, Creditor may (a) subject to Section 7(a), file proofs of claim against Borrower and vote such claims in any such proceeding, or (b) take any action against Borrower (but not any Collateral) if necessary to prevent the running of the applicable statute of limitation or similar restriction on any claims under the Subordinated Debt. For the avoidance of doubt, this Section 7 only applies to Creditor in its capacity as holder of Subordinated Debt and not in any other capacity, including as equity holder in Borrower.

8. Borrower represents and warrants that it has provided Bank with true and correct copies of all of the documents evidencing or relating to the Subordinated Debt. Borrower shall immediately affix a legend to the instruments evidencing the Subordinated Debt stating that the instruments are subject to the terms of this Agreement, and Creditor agrees to the affixation of such legend.

9. No amendment of the documents evidencing or relating to the Subordinated Debt shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinated Debt or the subordination of the security interest or lien that the Creditors may have in any property of Borrower. By way of example, such instruments shall not be amended to (a) increase the rate of interest with respect to the Subordinated Debt, or (b) accelerate the payment of the principal or interest or any other portion of the Subordinated Debt. Bank shall have the sole and exclusive right to restrict or permit, or approve or disapprove, the sale, transfer or other disposition of property of Borrower except in accordance with the terms of the Senior Debt. Upon written notice from Bank to the Creditors of Bank's agreement to release its lien on all or any portion of the Collateral in connection with the sale, transfer or other disposition thereof by Bank (or by Borrower with consent of Bank), the Creditors shall be deemed to have also, automatically and simultaneously, released its lien on the Collateral, and the Creditors shall upon written request by Bank, immediately take such action as shall be necessary or appropriate to evidence and confirm such release. All proceeds resulting from any such sale, transfer or other disposition shall be applied first to the Senior Debt until payment in full thereof (other than inchoate indemnity obligations), with the balance, if any, to the Subordinated Debt, or to any other entitled party. If the Creditors fails to release its lien as required hereunder, the Creditors hereby appoint Bank as attorney in fact for each of the Creditors with full power of substitution to release the Creditors' liens as provided hereunder. Such power of attorney being coupled with an interest shall be irrevocable.

10. All necessary action on the part of each Creditor, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Creditors hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of Creditor, enforceable against each Creditor in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by each Creditor will not (a) result in any material violation or default of

any term of any of such Creditor's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (b) violate any material applicable law, rule or regulation.

11. If, at any time after payment in full of the Senior Debt any payments of the Senior Debt (other than inchoate indemnity obligations) must be disgorged by Bank for any reason (including, without limitation, any Insolvency Proceeding), this Agreement and the relative rights and priorities set forth herein shall be reinstated as to all such disgorged payments as though such payments had not been made and the Creditors shall immediately pay over to Bank all payments received with respect to the Subordinated Debt to the extent that such payments would have been prohibited hereunder. Subject to the terms of the Loan Agreement, at any time and from time to time, without notice to the Creditors, Bank may take such actions with respect to the Senior Debt as Bank, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Debt and any collateral securing the Senior Debt, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or

otherwise affect Bank's rights hereunder. Each of the Creditors waives the benefits, if any, of any statutory or common law rule that may permit a subordinating creditor to assert any defenses of a surety or guarantor, or that may give the subordinating creditor the right to require a senior creditor to marshal assets, and such Creditor agrees that it shall not assert any such defenses or rights.

12. This Agreement shall bind any successors or assignees of the Creditors and shall benefit any successors or assigns of Bank, provided, however, each of the Creditors agrees that: (a) it shall give Bank prior written notice of such assignment, and (b) such successor or assignee, as applicable, shall execute a written agreement whereby such successor or assignee expressly agrees to assume and be bound by all terms and conditions of this Agreement with respect to such Creditor. This Agreement shall remain effective until terminated in writing by Bank. This Agreement is solely for the benefit of the Creditor and Bank and not for the benefit of Borrower or any other party. The Creditors further agree that if Borrower is in the process of refinancing any portion of the Senior Debt with a new lender, and if Bank makes a request of the Creditors, the Creditors shall agree to enter into a new subordination agreement with the new lender on substantially the terms and conditions of this Agreement.

13. The Creditors hereby agree to execute such documents and/or take such further action as Bank may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when reasonably requested by Bank.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflicts of laws principles. The Creditors and Bank submit to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement; provided, however, that if for any reason Bank cannot avail itself of the Courts of The Commonwealth of Massachusetts, Creditor accepts jurisdiction of the Courts and venue in Santa Clara County, California. THE CREDITORS AND BANK WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

16. This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. Each Creditor is not relying on any representations by Bank or Borrower in entering into this Agreement, and such Creditor has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by the Creditors and Bank.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

"Bank"

SILICON VALLEY BANK

By: /s/ Kate Walsh

Name: Kate Walsh

Title: Vice President

"Creditors" (continued)

BOSTON MILLENNIA PARTNERS II LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS II-A LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

BOSTON MILLENNIA PARTNERS GMBH & CO. KG
By: Boston Millennia Verwaltunge GmbH

By: /s/ Martin J. Hernon
Managing Director

BOSTON MILLENNIA ASSOCIATES II PARTNERSHIP

By: /s/ Martin J. Hernon
General Partner

STRATEGIC ADVISORS FUND LIMITED PARTNERSHIP
By: Glen Partners II Limited Partnership

By: /s/ Martin J. Hernon
General Partner

The undersigned approves of the terms of this Agreement.

"Borrower"

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan

Name: Michael Heffernan

Title: CEO

Exhibit 10.13

June 13, 2012

Michael Heffernan
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Re: Employment Agreement

Dear Mike:

The letter agreement ("Agreement") amends, restates and corrects the terms of your employment as President and Chief Executive Officer of Collegium Pharmaceutical, Inc (hereafter, "Collegium" or "Company"). This Agreement supersedes, cancels and terminates that certain employment agreement dated February 8, 2012 between yourself and the Company (the "Prior Agreement").

1. Title/At-Will Employment

As President and Chief Executive Officer ("CEO") you shall oversee the business, affairs and operations of Collegium and shall assume and perform responsibilities commensurate with the offices of President and CEO together with such other duties as may be reasonably assigned or delegated to you from time to time by the Board of Directors of Collegium (the "Board"). In this capacity you shall report directly to the Board or such committee thereof as directed by the Board.

This Agreement is not a guaranty of employment or a contract of employment and both you and Collegium are free to conclude this "at will" employment relationship at any time, with or without cause, for any reason or no reason.

2. Compensation:

(a) Salary. Your base salary rate will be $29,166.67 per month, annualized at $350,000. Salary shall be paid in accordance with Collegium's standard payroll schedule and shall be subject to applicable withholding and other legal deductions. Such salary shall be subject to increase but not decrease thereafter as determined by the Board.

(b) Bonus. Subject to the Company closing of the Company's 2012 Series B Convertible Preferred Stock financing (the "Financing Closing"), the Company will pay you, no later than February 29, 2012, a lump sum bonus of $120,000 for 2011. Thereafter, you shall be eligible to receive an annual incentive bonus up to 40% of your base annualized salary, which shall be payable to you when annual bonuses are payable to other senior executives of the Company. The criteria for determining bonus eligibility shall be submitted by you to the Board for approval as part of the annual business planning process, and bonus determinations shall be made by the compensation committee of the Board in its sole discretion. Any bonus shall be subject to applicable withholding and other legal deductions.

(c) Restricted Stock Award. Subject to the Company obtaining a 409A appraisal of its Common Stock following the Financing Closing, your making of an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and your payment of all applicable withholding taxes, the Company will grant to you in consideration for future services a restricted stock award equal to that numbers shares of the Company's Common Stock (me "Shares"), which represents 2.75% of the Company's fully-diluted capitalization immediately following the Financing Closing. All of the Shares shall be initially be unvested and subject to forfeiture pursuant to the Company's option to repurchase the Shares from you for no consideration upon written notice to you (the "Company Repurchase Right") in the event your employment is terminated for any reason, subject to vesting provisions set forth below and the vesting acceleration provisions set forth in Section 5 of this

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Agreement Subject to your continued employment by the Company, the Shares shall vest, the Company's Repurchase Right shall lapse, over a period three (3) years, with the Shares vesting in equal monthly installments; provided, however, upon the closing of a Sale Event (as defined below), all of the then unvested Shares shall become fully vested and the Company Repurchase Right shall lapse in its entirety. The Shares shall be subject to the terms and conditions of the Company's 2012 Stock Incentive Plan and a restricted stock agreement.

3. Benefits: Vacation:

During your employment, you will be eligible to participate in all benefit plans and programs made available by Collegium from time to time to employees generally, subject to plan terms and policies. Collegium periodically reviews its benefits, policies, benefits providers and practices and may terminate, alter or change them at its discretion from time to time. In addition, you will be eligible for twenty (20) days of vacation per calendar year, without carryover of any any unused vacation days from one calendar year to the next.

4. Reimbursement of Expenses:

Collegium shall reimburse you for all travel, entertainment and other expenses incurred or paid by you in connection with, or related to, the performance of your duties, responsibilities or services under this Agreement, in accordance with policies or procedures adopted by the Company from time to time.

5. Termination and Termination Benefits:

(a) *Termination without Cause or for Good Reason Prior to a Sale Event*. If prior to a Sale Event (as defined below) either (i) your employment with the Company or the successor of such Sale Event is terminated without Cause (as defined below) (other than in connection with a winding up of the Company not related to Sale Event) or (ii) you resign for Good Reason (as defined below) (other man in connection with a winding up of the Company not related to Sale Event), then, provided that you execute, deliver and do not revoke a written release, in a form reasonably acceptable to the Company, of any and all claims against the Company and its directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of your employment by the Company, or termination thereof within 30 days of termination of your employment, you shall be eligible for the following severance benefits:

(A) Separation Payments. The Company shall (i) continue to pay you your base salary in effect at the time of termination of your employment with the Company for a period of twelve (12) months ("Severance Period") and (ii) plus a lump sum bonus payment equal to 40% of your then

current base salary. Such payments will be subject to applicable state and federal tax withholdings and paid in accordance with the Company's normal payroll practices;

(B) Continuation of Health Insurance Benefits. The Company also will provide you, at the Company's expense and pursuant to the federal "COBRA" law, 29 U.S.C. § 1161 et seq., the same medical, dental and vision coverage for the duration of the Severance Period; and

(C) Acceleration of Vesting. All unvested restricted stock and stock options awarded to you by the Company prior to your termination will become immediately vested and exercisable.

The benefits described in Section 5(a) will be paid or provided (or begin to be paid or provided) as soon as administratively practicable after the release described above becomes irrevocable, provided that if the 30 day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

(b) *Termination without Cause or for Good Reason On or After a Sale Event*. If on or after a Sale Event either (i) your employment with the Company or the successor of such Sale Event is terminated without Cause (other than in connection with a winding up of the Company not related to a Sale Event) or (ii) you resign for Good Reason (other than in connection with a winding up of the Company not related to Sale Event) within thirteen (13) months following the closing of the Sale Event, then, provided that you execute, deliver and do not revoke a written release, in a form reasonably acceptable to tile Company, of any and all claims against the Company, the successor to the Company in a Sale Event and their respective directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of your employment by the Company, or termination thereof within 30 days of termination of your employment, you shall be eligible for the following severance benefits:

(A) Separation Payment. The Company shall continue to pay you your base salary in effect at the time of termination of your employment with the Company for the Severance Period. Such Separation Payments will be subject to applicable state and federal tax withholdings and paid in accordance with the Company's normal payroll practices; and

(B) Continuation of Health Insurance Benefits. The Company also will provide you, at the Company's expense and pursuant to the federal "COBRA" law, 29 U.S.C. § 1161 et seq., the same medical, dental and vision coverage for the duration of the Severance Period.

The benefits described in Section 5(b) will be paid or provided (or begin to be paid or provided) as soon as administratively practicable after the release described above becomes irrevocable, provided that if the 30 day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

(c) *Termination due to Death or Disability*. If your employment is terminated due to your death or disability (within the meaning of Section 22(e)(3) of the Code), then all unvested restricted stock and stock options awarded to you by the Company prior to your death or disability will become immediately vested and, in the case of options, exercisable by your estate.

(d) *Termination for Cause or without Good Reason*. The Company or its successor may immediately terminate your employment for Cause, or you may terminate your employment without Good Reason, whether prior to, on or after a Sale Event, without further liability on the part of Collegium or its successor. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation and benefits payable to you under this Agreement shall terminate on the date of termination of your employment under this Agreement.

(e) *Definitions*. The following capitalized terms as used in this Agreement shall have the meaning set forth below:

"Cause" for termination shall be deemed to exist upon your: (a) commission or conviction of any felony or any crime involving dishonesty; (b) commission of any fraud against the Company; (c) intentional and material damage to any material property of the Company; or (d) your knowing breach of any material provision of any invention and non-disclosure agreement or noncompetition and non-solicitation agreement with the Company. Before "Cause" under clause (c) or (d) has been deemed to have occurred, the Board must give you written notice detailing why the Board has determined mat Cause has occurred. You shall then, where the grounds for Cause are reasonably subject to cure within such time, have 30 days after your receipt of written notice to cure the item cited in the written notice so that "Cause" will have not formally occurred with respect to the event in question until such period, where applicable, shall have expired.

"Good Reason" shall mean the occurrence of any of the following, without your express written consent: (a) a material diminution of your duties or authority with the Company, reporting relationships or the assignment of duties and responsibilities inconsistent with your status at the Company; (b) a reduction in base salary, bonus potential or material reduction in benefits; or (c) the relocation of your primary place of employment to a location that is (i) more than 40 miles from the location of your permanent primary place of employment and (ii) more than 40 miles from the location of your residence; (d) your removal from the Board for any reason other than death, resignation or in connection with termination of your employment. The Company shall then have 30 days after its receipt of written notice to cure the item cited in the written notice so that "Good Reason" will have not formally occurred with respect to the event in question until such period shall have expired.

"Sale Event" shall mean either: (i) a transaction or Series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a "Stock Sale"): or (ii) a transaction mat qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

6. Full Time and Effort:

You shall devote your full business time, best efforts and business judgment, skill and knowledge to the advancement of Collegium's interests and the discharge of your duties under this Agreement. While you render services to Collegium, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of Collegium after the approval of the Board; provided, however, you will be permitted without having to obtain the written consent of Collegium to serve as an outside director on the Board of Directors for up to three companies (not including Collegium). You also agree to abide by all of Collegium's written policies and procedures in effect from time to time that have been provided to you. Nothing in this agreement shall prevent you from engaging in religious, charitable or other community or non-profit activities that do not interfere with your ability to fulfill your duties and

responsibilities to Collegium. You also may participate in for profit board activities provided you disclose such activities to the Board and you obtain approval from the Board which approval shall not be unreasonably withheld.

7. Non-Competition

In consideration for the benefits provided to you hereunder, you hereby reaffirm your obligations under the Non-Competition, Confidentiality and Inventions Agreement dated on or about October 15, 2003 between yourself and the Company.

8. Section 409A

Notwithstanding anything to the contrary in this Agreement, no portion of the benefits or payments to be made under Section 5 hereof will be payable until you have a "separation from service" from the Company within the meaning of Section 409A of the Code. In addition, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to you upon or following his "separation from service", then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments mat are otherwise due within six months following your "separation from service" (taking into account the preceding sentence of this paragraph) will be deferred without interest and paid to you in a lump sum immediately following that six month period. This paragraph should not be construed to prevent the application of Treas. Reg. § 1.409A-l(b)(9)(iii) (or any successor provision) to amounts payable hereunder. For purposes of the application of Section 409A of the Code, each payment in a series of payments will be deemed a separate payment.

Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to you does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to you during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to you in any other calendar year, (ii) the reimbursements for expenses for which you are entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

9. Miscellaneous

This Agreement shall be governed by the laws of the State of Rhode Island without giving effect to principles of choice or conflicts of law. The parties consent to the jurisdiction of the state courts of the State of Rhode Island and the United States Court for the State of Rhode Island. No waiver under this Agreement shall be effective unless made in writing signed by the waiving patty. The foregoing terms supersede any prior discussions, oral or written, which we have had relating to your employment and the other matters discussed in this letter. By signing below you agree that in accepting this offer of employment you have not relied on any other representations or agreements, express or implied, with respect to the terms of your employment that are not specified in this Agreement.

Sincerely,

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President

I accept the foregoing offer of employment:

/s/ Michael Heffernan
Michael Heffernan

Date: 6/13/12

COLLEGIUM Pharmaceutical

September 10, 2013

Michael Heffernan
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Re: Employment Agreement Amendment

Dear Mike:

Reference is made to that certain letter agreement dated June 13, 2012 between you and Collegium Pharmaceutical, Inc. (the "Company") regarding the terms of your employment with the Company (the "Agreement"). Effective on the date hereof, this letter agreement (the "Amendment") amends certain terms and conditions set forth in the Agreement as follows:

Section 5 of the Agreement is amended by retitling Section 5(e) as "Section 5(f)" and adding a new Section 5(e) to read as follows:

> "If within sixty (60) days prior to a Sale of the Company (as defined in the Company's Transaction Bonus Plan dated September 5, 2013 (the "Bonus Plan")) either (i) your employment with the Company is terminated without Cause (as defined below) or (ii) you resign for Good Reason (as defined below), then, your interest in the Bonus Plan shall not be forfeited and you shall be eligible to receive a Transaction Bonus under the Bonus Plan, subject to the terms and conditions thereof other than with respect to any employment requirement thereof. In addition, during any period of time in which the Company has entered into a letter of intent or similar agreement with a third party and is contractually bound pursuant to such letter of intent or similar agreement with the third party by an exclusivity agreement to effect or negotiate a transaction that results in a Sale of the Company, the Company shall not amend or modify the Bonus Plan in any manner that would negatively affect your interest therein without your prior written consent"

The Agreement, as hereby amended, is ratified and confirmed in all respects.

This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[*Signature Page Follows*]

If you are in agreement with the terms of this Amendment, please execute this Amendment at the signature line below and return an executed copy to my attention.

Very truly yours,

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and Chief Executive Officer

Date: September 10, 2013

Intending to be legally bound,
accepted and agreed to by:

/s/ Michael Heffernan
Michael Heffernan

Date: September 10, 2013

COLLEGIUM PHARMACEUTICAL, INC.

Restricted Stock Award Agreement
Under 2012 Stock Incentive Plan

THIS RESTRICTED STOCK AWARD AGREEMENT (this "Agreement") is made as of June 13, 2012 (the "Grant Date") by and between Collegium Pharmaceutical, Inc., a Delaware corporation (the "Company"), and Michael Heffernan (the "Participant").

WHEREAS, the Company maintains the 2012 Stock Incentive (the "Plan") for the benefit of its employees, directors, consultants, and other individuals who provide services to the Company and its Affiliates and the Plan permits the granting of Restricted Stock; and

WHEREAS, in consideration for the Participant's continued and future services to the Company and to further align the Participant's financial interests with those of the Company's stockholders, the Company's Board of Directors (the "Board") has approved this award of restricted Common Stock to Participant subject to the restrictions and on the terms and conditions contained in the Plan and this Agreement.

NOW, THEREFORE, in consideration of these premises and the agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. **Award of Restricted Shares**. The Company hereby awards the Participant One Million Seven Hundred Seven Thousand Three Hundred Twenty Two (1,707,322) shares of restricted Common Stock, subject to the restrictions and on the terms and conditions set forth in this Agreement (the "Restricted Shares"). The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms used herein will have the same meaning as defined in the Plan.

2. **Forfeiture; Vesting of Restricted Shares.**

(a) No Transfer of Unvested Restricted Shares. The Restricted Shares are subject to forfeiture to the Company until they become vested in accordance with this Section 2. While subject to forfeiture, the Restricted Shares may not be sold, pledged, assigned, otherwise encumbered or transferred in any manner, whether voluntarily or involuntarily by the operation of law.

(b) Unvested Shares Subject to Forfeiture. Subject to the other subsections of this Section 2, upon any cessation of the Participant's service with the Company (whether initiated by the Company, Participant or otherwise): (i) any Restricted Shares which have not vested pursuant to this Section 2 will immediately and automatically, without any action on the part of the Company or payment of any consideration to Participant, be forfeited, and (ii) the Participant will have no further rights with respect to such forfeited Restricted Shares.

(c) Vesting of Restricted Shares. Subject to Participant's continuous service with the Company through such date, the Restricted Shares will become vested (free from forfeiture pursuant to Section 2(b)) as to one thirty sixth ($1/36^{th}$) of the Restricted Shares shall vest at the end of each monthly period after February 10, 2012, with all of the Restricted Shares

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becoming vested on February 10, 2015. All For purposes of this Agreement, service with an Affiliate of the Company will be deemed to constitute service with the Company, for so long as such entity remains an Affiliate of the Company.

(d) Acceleration of Vesting Upon a Sale Event. Upon the occurrence of a Sale Event (as defined below), all of the unvested Restricted Shares will become vested and free from forfeiture pursuant to Section 2(b) immediately prior to the closing of such Sale Event.

(e) Acceleration of Vesting Upon Termination Without Cause or For Good Reason Prior to a Sale Event. If prior to a Sale Event either (i) Participant's employment with the Company is terminated without Cause (as defined below) (other than in connection with a winding up of the Company not related to Sale Event) or (ii) Participant resigns for Good Reason (as defined below) (other than in connection with a winding up of the Company not related to Sale Event), then, provided that Participant executes, delivers and does not revoke a written release, in a form reasonably acceptable to the Company, of any and all claims against the Company and its directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of Participant's employment by the Company, or termination thereof within 30 days of termination of Participant's employment, then all of the unvested Restricted Shares will become immediately vested and free from forfeiture pursuant to Section 2(b).

(f) Acceleration Upon Death or Disability. If Participant's employment with the Company is terminated due to his death or disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code")), then all Restricted Shares will become immediately vested and free from forfeiture pursuant to Section 2(b).

(g) Certain Definitions. The following capitalized terms as used in this Agreement shall have the meaning set forth below:

"Cause" for termination shall be deemed to exist upon Participant's: (a) commission or conviction of any felony or any crime involving dishonesty; (b) commission of any fraud against the Company; (c) intentional and material damage to any material property of the Company; or (d) Participant's knowing breach of any material provision of any invention and non-disclosure agreement or non-competition and non-solicitation agreement with the Company. Before "Cause" under clause (c) or (d) has been deemed to have occurred, the Board must give Participant written notice detailing why the Board has determined that Cause has occurred. Participant shall then, where the grounds for Cause are reasonably subject to cure within such time, have 30 days after Participant's receipt of written notice to cure the item cited in the written notice so that "Cause" will have not formally occurred with respect to the event in question until such period, where applicable, shall have expired.

"Good Reason" shall mean the occurrence of any of the following, without Participant's express written consent: (a) a material diminution of Participant's duties or authority with the Company, reporting relationships or the assignment of duties and responsibilities inconsistent with Participant's status at the Company; (b) a reduction in base salary, bonus potential or material reduction in benefits; or (c) the relocation of Participant's primary place of employment to a location that is (i) more than 40 miles from the location of

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Participant's permanent primary place of employment and (ii) more than 40 miles from the location of Participant's residence; (d) Participant's removal from the Board for any reason other than death, resignation or in connection with termination of Participant's employment. The Company shall then have 30 days after its receipt of written notice to cure the item cited in the written notice so that "Good Reason" will have not formally occurred with respect to the event in question until such period shall have expired.

"Sale Event" shall mean either: (i) a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a "Stock Sale"); or (ii) a transaction that qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

3. **Issuance of Shares.**

(a) The Company will cause the Restricted Shares to be issued in the Participant's name either by book-entry registration or issuance of a stock certificate or certificates. While the Restricted Shares remain forfeitable, the Company will cause an appropriate stop-transfer order to be issued and to remain in effect with respect to the Restricted Shares. As soon as practicable following the time that any Restricted Share becomes vested (and provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such share), the Company will cause that stop-transfer order to be removed. The Company may also condition delivery of certificates for Restricted Shares upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

(b) If any certificate is issued in respect of Restricted Shares, that certificate will include appropriate legends and will held in escrow by the Company's secretary or his or her designee. In addition, the Participant shall be required to execute and deliver to the Company a stock power with respect to those Restricted Shares in substantially the form attached hereto as Exhibit A. At such time as those Restricted Shares become vested, the Company will cause a new certificate to be issued without that portion of the legend referencing the previously applicable forfeiture conditions and will cause that new certificate to be delivered to the Participant (again, provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such Shares).

4. **Substitute Property.** If, while any of the Restricted Shares remain subject to forfeiture, there occurs a merger, reclassification, recapitalization, stock split, stock dividend or other similar event or transaction resulting in new, substituted or additional securities being issued or delivered to the Participant by reason of the Participant's ownership of the Restricted Shares, such securities will constitute "Restricted Shares" for all purposes of this Agreement and any certificate issued to evidence such securities will immediately be deposited with the secretary of the Company (or his or her designee) and subject to the escrow described in Section 3, above.

5. **Rights of Participant During Restricted Period.** The Participant will have the right to vote the Restricted Shares and to receive dividends and distributions with respect to the

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Restricted Shares; *provided, however*, that any cash dividends or distributions paid in respect of the Restricted Shares while those shares remain subject to forfeiture will be placed in escrow with the secretary of the Company (or his or her designee) and will be delivered to the Participant (without interest) only if and when the Restricted Shares giving rise to such dividends or distributions become vested.

6. **Right of First Refusal**. Participant acknowledges the vested Restricted Shares are subject to, among other things, the restrictions on transfer, rights of first refusal and co-sale rights set forth in that certain Fourth Amended and Restated Stockholders' Agreement dated as of February 10, 2012, as may be amended and/or restated from time to time (the "Stockholders Agreement") by and among the Company, Participant and the other stockholders of the Company party thereto.

7. **Market Standoff Agreement**. The Participant agrees, in connection with the initial underwritten public offering of the Company's securities pursuant to a registration statement under the Securities Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Participant (other than those shares included in the offering) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the Financial Industry Regulatory Authority, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering

8. **Securities Laws**. The Board may from time to time impose any conditions on the Restricted Shares as it deems necessary or advisable to ensure that the Restricted Shares are issued and sold in compliance with the requirements of any stock exchange or quotation system upon which the shares are then listed or quoted, the Securities Act of 1933 and all other applicable laws.

9. **Tax Consequences**.

(a) The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant or vesting of the Restricted Shares. The Participant has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

(b) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the award of the Shares.

(c) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the purchase of the Shares by the Participant or the lapse of the Purchase Option. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement.

(d) If the Participant makes an election under Section 83(b) of the Code with respect to the grant of the Restricted Shares, the Participant agrees to notify the Company in writing on the day of such election. The amount includible in the Participant's income as a result of that election will be subject to tax withholding. The Participant will be required to remit to the Company in cash, or make other arrangements reasonably satisfactory to the Company for the satisfaction of, such tax withholding amount; failure to do so within three business days of making the Section 83(b) election will result in forfeiture of all the Restricted Shares. PARTICIPANT ACKNOWLEDGES THAT IT IS SOLELY THE PARTICIPANT'S RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

10. **The Plan**. This Restricted Stock Award is subject to, and the Participant agrees to be bound by, all of the terms and conditions of the Plan, a copy of which has been provided to the Participant. Pursuant to the Plan, the Board is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. All questions of interpretation and application of the Plan shall be determined by the Board and any such determination shall be final, binding and conclusive. As provided in the Plan, upon the occurrence of a Reorganization Event (as defined in the Plan), the repurchase and other rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Restricted Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Restricted Shares under this Agreement. If, in connection with a Reorganization Event, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Restricted Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow..

11. **Consent to Electronic Delivery**. The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Agreement, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

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12. **Entire Agreement**. This Agreement represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature.

13. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

14. **Governing Law**. This Agreement will be construed in accordance with the laws of the State of Delaware, without regard to the application of the principles of conflicts of laws.

15. **Amendment**. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

16. **Changes in Capitalization**. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, the number of shares subject to forfeiture and other rights of the Company hereunder and such other relevant terms this Agreement that are affected by such stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event shall be equitably adjusted by the Company (in the manner determined by the Board).

17. **Execution**. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Restricted Stock Award Agreement as of the date first set forth above.

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Hefferan
Name: Michael Heffernan
Title: President and Chief Executive Officer

PARTICIPANT: Michael Heffernan

Signature: /s/ Michael Heffernan

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto ( ) shares of Common Stock, $.001 par value per share, of Collegium Pharmaceutical, Inc. (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number herewith, and do hereby irrevocably constitute and appoint attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

By: _____
Michael Heffernan

Dated: _____

Exhibit 10.16

May 30, 2012

Ernest Kopecky
***

Re: Employment Agreement

Dear Ernest:

The letter agreement ("Agreement") states the terms of your employment as Vice President, Clinical Development, for Collegium Pharmaceutical, Inc., a Delaware corporation (hereafter, "Collegium" or "Company").

1. Title; At-Will Employment.

(a) As Vice President, Clinical Development, you shall be responsible for:

- Lead the development and execution of all clinical programs, including Phase I-III studies;
- Provide clinical and regulatory planning, management and strategy for products in development;
- Lead the development and implementation of scientific publications;
- Review and interpret FDA guidelines as it pertains to the Company's products; and
- Lead the clinical development of the Company's lead product through NDA submission and approval.

In addition, you will be responsible such other duties as may be reasonably assigned or delegated to you from time to time by the Company's Chief Executive Officer. In this capacity you shall report directly to the Chief Executive Officer of the Company or such other officer as directed by the Company's Board of Directors (the "Board").

(b) This Agreement is not a guaranty of employment or a contract of employment and both you and Collegium are free to conclude this "at will" employment relationship at any time, with or without cause, for any reason or no reason.

2. Compensation.

(a) Salary. Your semi-monthly salary rate will be $11,458.33 (for an annualized salary of $275,000). Your salary shall be paid in accordance with Collegium's standard payroll schedule and shall be subject to applicable withholding and other legal deductions. You will be eligible for annual salary increases at the sole discretion of the Board.

(b) Bonus. You shall be eligible to receive an annual incentive bonus up to 30% of your base annualized salary, which shall be payable to you when annual bonuses are payable to other senior executives of the Company. The goals and criteria for determining bonus eligibility shall be submitted by the Chief Executive Officer to the Compensation Committee of the Board for approval as part of the annual business planning process, and bonus determinations, including without limitation your attainment of applicable goals and criteria, shall be made by the Compensation Committee of the Board in its sole discretion. Any bonus shall be subject to applicable withholding and other legal deductions and your bonus eligibility for the first year will be prorated due to your starting in the middle of the current calendar year.

(c) Stock Option Award. Subject to approval by the Board, the Company will grant to you a stock option to purchase up to 500,000 shares (the "Shares") of the Company's Common Stock (subject to adjustment for stock splits, combinations, or other recapitalizations). The option shall be an incentive stock option. Subject to your continued employment with the Company, the option will vest (i.e., become exercisable) over a period of four years with 1/4th of the shares vesting on the first anniversary of your date of hire and 1/48th of the shares at the end of each monthly period thereafter; provided, however, upon the closing of a Sale Event (as defined below), all of the then unvested Shares shall become fully vested and exercisable. The option will also be subject to the terms of the Company's 2012 Stock Incentive Plan, as amended (the "Plan"), and the stock option agreement covering the option, which must be executed to effect the grant of any option. You may be eligible for additional stock option awards on an annual basis at the sole discretion of the Board.

3. Benefits; Vacation. During your employment, you will be eligible to participate in all benefit plans and programs made available by Collegium from time to time to employees generally, subject to plan terms and policies. Such benefits currently include:

- *Health and Dental Insurance*. Currently BCBS of Rhode Island.
- *401k Plan*. You will be eligible to participate after three (3) full calendar months of employment.
- *Group Life and LTD Insurance*. Per Company plan, currently at no cost to the employee.
- *Flexible Spending Account*. This benefit allows you to set aside pre-tax dollars from your salary for medical expenses or dependent care.

Collegium periodically reviews its benefits, policies, benefits providers and practices and may terminate, alter or change them at its discretion from time to time. In addition, you will be eligible for twenty (20) days of vacation per calendar year, without carryover of any unused vacation days from one calendar year to the next.

4. Relocation Assistance. Your acceptance of employment with the Company will require that you be available to work in the Company's offices in New England. To assist you with your relocation and/or travel to New England, the Company will pay you $60,000, subject to applicable withholding and other legal deductions ("Relocation Assistance"). One half of the Relocation Assistance ($30,000) shall be paid to you upon your hire date and the second half of the Relocation Assistance ($30,000) will be paid to you six (6) months after your hire date. The Relocation Assistance is contingent upon your remaining continuously employed by the Company for at least twelve (12) months after your hire date. You acknowledge and agree that if you voluntarily terminate your employment or your employment with the Company is terminated for Cause (as defined below) prior to twelve (12) months after your hire date, you shall repay the Company the entire amount of Relocation Assistance paid to you and the Company shall have the right to offset the amount of such Relocation Assistance against any other amounts payable to you by the Company.

5. Termination and Termination Benefits:

(a) *Termination without Cause Prior to a Sale Event*. If prior to a Sale Event (as defined below) your employment with the Company is terminated without Cause (as defined below) (other than in connection with a winding up of the Company not related to Sale Event), then, provided that you execute, deliver and do not revoke a written release, in a form reasonably acceptable to the Company, of any and all claims against the Company and its directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of your employment by the Company, or termination thereof within 30 days of termination of your employment, you shall be eligible for the following severance benefits:

(A) Separation Payments. The Company shall continue to pay you your base salary in effect at the time of termination of your employment with the Company for the Severance Period (as defined below). Such payments will be subject to applicable state and federal tax withholdings and paid in accordance with the Company's normal payroll practices; and

(B) Continuation of Health Insurance Benefits. The Company also will provide you, at the Company's expense and pursuant to the federal "COBRA" law, 29 U.S.C. § 1161 et seq., the same medical, dental and vision coverage for the duration of the Severance Period.

The benefits described in Section 5(a) will be paid or provided (or begin to be paid or provided) as soon as administratively practicable after the release described above becomes irrevocable, provided that if the 30 day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

(b) *Termination without Cause On or After a Sale Event*. If on or after a Sale Event your employment with the Company or the successor of such Sale Event is terminated without Cause (other than in connection with a winding up of the Company not related to a Sale Event) within twelve (12) months following the closing of the Sale Event, then, provided that you execute, deliver and do not revoke a written release, in a form reasonably acceptable to the Company, of any and all claims against the Company, the successor to the Company in a Sale Event and their respective directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of your employment by the Company, or termination thereof within 30 days of termination of your employment, you shall be eligible for the following severance benefits:

(A) Separation Payment. The Company shall continue to pay you your base salary in effect at the time of termination of your employment with the Company for the Severance Period. Such Separation Payments will be subject to applicable state and federal tax withholdings and paid in accordance with the Company's normal payroll practices; and

(B) Continuation of Health Insurance Benefits. The Company also will provide you, at the Company's expense and pursuant to the federal "COBRA" law, 29 U.S.C. § 1161 et seq., the same medical, dental and vision coverage for the duration of the Severance Period.

The benefits described in Section 5(b) will be paid or provided (or begin to be paid or provided) as soon as administratively practicable after the release described above becomes irrevocable, provided that if the 30 day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

(d) *Termination for Cause*. The Company or its successor may immediately terminate your employment for Cause, whether prior to, on or after a Sale Event, without further liability on the part of the Company or its successor. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation and benefits payable to you under this Agreement shall terminate on the date of termination of your employment under this Agreement.

(e) *Definitions*. The following capitalized terms as used in this Agreement shall have the meaning set forth below:

"Cause" for termination shall be deemed to exist upon your: (a) commission or conviction of any felony or any crime involving dishonesty; (b) commission of any fraud against the Company; (c) intentional and material damage to any material property of the Company; or (d) your knowing breach of any material provision of any invention and non-disclosure agreement or non-competition and non-solicitation agreement with the Company. Before "Cause" under clause (c) or (d) has been deemed to have occurred, the Board must give you

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written notice detailing why the Board has determined that Cause has occurred. You shall then, where the grounds for Cause are reasonably subject to cure within such time, have 30 days after your receipt of written notice to cure the item cited in the written notice so that "Cause" will have not formally occurred with respect to the event in question until such period, where applicable, shall have expired.

"Sale Event" shall mean either: (i) a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company; or (ii) a transaction that qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

"Severance Period" shall mean either (i) three (3) months if your employment is terminated by the Company without Cause within twelve (12) months of your date of hire by the Company or (ii) six (6) months your employment is terminated by the Company without Cause more than twelve (12) months from your date of hire by the Company.

6. Full Time and Effort. You shall devote your full business time, best efforts and business judgment, skill and knowledge to the advancement of Collegium's interests and the discharge of your duties under this Agreement. While you render services to Collegium, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of Collegium after the approval of the Board. You also agree to abide by all of Collegium's written policies and procedures in effect from time to time that have been provided to you.

7. Required Agreement. You will be required to execute a Non-Competition, Confidentiality and Inventions Agreement in the form enclosed herewith as a condition of your employment with the Company.

8. Section 409A. Notwithstanding anything to the contrary in this Agreement, no portion of the benefits or payments to be made under Section 5(a) hereof will be payable until you have a "separation from service" from the Company within the meaning of Section 409A of the Code. In addition, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to you upon or following his "separation from service", then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six months following your

"separation from service" (taking into account the preceding sentence of this paragraph) will be deferred without interest and paid to you in a lump sum immediately following that six month period. This paragraph should not be construed to prevent the application of Treas. Reg. § 1.409A-1(b)(9)(iii) (or any successor provision) to amounts payable hereunder. For purposes of the application of Section 409A of the Code, each payment in a series of payments will be deemed a separate payment. Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to you does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to you during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to you in any other calendar year, (ii) the reimbursements for expenses for which you are entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Rhode Island without giving effect to principles of choice or conflicts of law. The parties consent to the

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jurisdiction of the state courts of the State of Rhode Island and the United States Court for the State of Rhode Island. No waiver under this Agreement shall be effective unless made in writing signed by the waiving party. The foregoing terms supersede any prior discussions, oral or written, which we have had relating to your employment and the other matters discussed in this letter, including without limitation the Confidential Offer Letter dated May 15, 2012. By signing below you agree that in accepting these employment terms you have not relied on any other representations or agreements, express or implied, with respect to the terms of your employment that are not specified in this Agreement.

Sincerely,

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael T. Heffernan
Name: Michael T. Heffernan
Title: President and CEO

I accept the foregoing term of employment with Collegium Pharmaceutical:

/s/ Ernest Kopecky
Ernest Kopecky

Date: May 30, 2012

Exhibit 10.17

March 13, 2013

Doug R. Carlson
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Re: Employment Agreement

Dear Doug:

The letter agreement ("Agreement") states the terms of your employment as Vice President, Business Development, for Collegium Pharmaceutical, Inc., a Delaware corporation (hereafter, "Collegium" or "Company").

1. Title; At-Will Employment.

(a) As Vice President, Business Development, you shall be responsible for the duties normally associated with the position of Vice President, Business Development. In addition, you will be responsible such other duties as may be reasonably assigned or delegated to you from time to time by the Company's Chief Executive Officer. In this capacity you shall report directly to the Chief Executive Officer of the Company or such other officer as directed by the Company's Board of Directors (the "Board").

(b) This Agreement is not a guaranty of employment or a contract of employment and both you and Collegium are free to conclude this "at will" employment relationship at any time, with or without cause, for any reason or no reason.

2. Compensation.

(a) Salary. Your semi-monthly salary rate will be $9,375 (for an annualized salary of $225,000). Your salary shall be paid in accordance with Collegium's standard payroll schedule and shall be subject to applicable withholding and other legal deductions. You will be eligible for annual salary increases at the sole discretion of the Board.

(b) Bonus.

Annual Performance Bonus. You shall be eligible to receive an annual incentive bonus up to 25% of your base annualized salary, which shall be payable to you when annual bonuses are payable to other senior executives of the Company. The goals and criteria for determining bonus eligibility shall be submitted by the Chief Executive Officer to the Compensation Committee of the Board for approval as part of the annual business planning process, and bonus determinations, including without limitation your attainment of applicable goals and criteria, shall be made by the Compensation Committee of the Board in its sole discretion. You must be employed at the Company to receive such bonus payments. Any bonus shall be subject to applicable withholding and other legal deductions and your bonus eligibility for the first year will be prorated due to your starting in the middle of the current calendar year.

Supplemental Bonus. You will be paid a bonus of $15,000 after 3 months of employment with the Company and an additional bonus of $15,000 after 12 months of employment. You must be employed at the Company to receive the foregoing bonus payments. Any bonus shall be subject to applicable withholding and other legal deductions.

(c) Stock Option Awards.

Standard Vesting Option. Subject to approval by the Board, the Company will grant to you a stock option to purchase up to 350,000 shares of the Company's Common Stock (subject to adjustment for stock splits, combinations, or other recapitalizations). The option shall be an incentive stock option. Subject to your continued employment with the Company, the option will vest (i.e., become exercisable) over a period of four years with 1/4th of the shares vesting on the first anniversary of your date of hire and 1/48th of the shares at the end of each monthly period thereafter; provided, however, upon the closing of a Sale Event (as defined below), all of the then unvested shares shall become fully vested and exercisable. The option will also be subject to the terms of the Company's 2012 Stock Incentive Plan, as amended (the "Plan"), and the stock option agreement covering the option, which must be executed to effect the grant of any option. A "Sale Event" shall mean either: (i) a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company; or (ii) a transaction that qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

Transaction Vesting Option. Subject to approval by the Board, the Company will grant to you a stock option to purchase up to 200,000 shares of the Company's Common Stock (subject to adjustment for stock splits, combinations, or other recapitalizations). The option shall be a non-qualified stock option. Subject to your continued employment with the Company through the closing of a Transaction (as defined below) that occurs within four (4) years of your date of hire by the Company, 50% of the shares underlying the option will vest (become exercisable) if the aggregate Consideration (as defined below) received in connection with such Transaction is greater than $200 million but less than $300 million and 100% of the shares underlying the option will vest (become exercisable) if the aggregate Consideration received in connection with such Transaction is greater $300 million. This option will also be subject to the terms of the Plan and the stock option agreement covering the option, which must be executed to effect the grant of any option. For purposes of this paragraph, "Transaction" shall mean either a Sale Event or the entering into of a strategic partnership with a third party relating to the development, manufacturing, sale and/or distribution of one or more of the Company's products. For purposes of this paragraph, "Consideration" shall mean the gross cash proceeds received by the Company (or its stockholders) related to the sale of any Company securities or any milestone cash payments relating to a Transaction (but excluding (i) payments made for the purpose of reimbursing the Company's cost of development and (ii) any royalties, product sales-related license or sale-related milestone fees or other consideration tied to sale of the Company's products or the sale of products incorporating the Company's intellectual property).

3. Benefits; Vacation. During your employment, you will be eligible to participate in all benefit plans and programs made available by Collegium from time to time to employees generally, subject to plan terms and policies. Such benefits currently include:

- *Health and Dental Insurance*. Currently BCBS of Massachusetts and Delta Dental.
- *401k Plan*. You will be eligible to participate after three (3) full calendar months of employment.
- *Group Life and LTD Insurance*. Per Company plan, currently at no cost to the employee.
- *Flexible Spending Account*. This benefit allows you to set aside pre-tax dollars from your salary for medical expenses or dependent care.

Collegium periodically reviews its benefits, policies, benefits providers and practices and may terminate, alter or change them at its discretion from time to time. In addition, you will be eligible for twenty (20)

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days of vacation and/or sick time per calendar year, without carryover of any unused vacation and/or sick days from one calendar year to the next.

4. Termination and Termination Benefits:

(a) *Termination without Cause Prior to a Sale Event*. If prior to a Sale Event (as defined below) your employment with the Company is terminated without Cause (as defined below) (other than in connection with a winding up of the Company not related to Sale Event), then, provided that you execute, deliver and do not revoke a written release, in a form reasonably acceptable to the Company, of any and all claims against the Company and its directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of your employment by the Company, or termination thereof within 30 days of termination of your employment, you shall be eligible for the following severance benefits:

(A) Separation Payments. The Company shall continue to pay you your base salary in effect at the time of termination of your employment with the Company for the Severance Period (as defined below). Such payments will be subject to applicable state and federal tax withholdings and paid in accordance with the Company's normal payroll practices; and

(B) Continuation of Health Insurance Benefits. The Company also will provide you, at the Company's expense and pursuant to the federal "COBRA" law, 29 U.S.C. § 1161 et seq., the same medical, dental and vision coverage for the duration of the Severance Period.

The benefits described in Section 5(a) will be paid or provided (or begin to be paid or provided) as soon as administratively practicable after the release described above becomes irrevocable, provided that if the 30 day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

(b) *Termination without Cause On or After a Sale Event*. If on or after a Sale Event your employment with the Company or the successor of such Sale Event is terminated without Cause (other than in connection with a winding up of the Company not related to a Sale Event) within twelve (12) months following the closing of the Sale Event, then, provided that you execute, deliver and do not revoke a written release, in a form reasonably acceptable to the Company, of any and all claims against the Company, the successor to the Company in a Sale Event and their respective directors, officers, affiliates, stockholders, agents, employees, successors and assigns as to all matters arising out of your employment by the Company, or termination thereof within 30 days of termination of your employment, you shall be eligible for the following severance benefits:

(A) Separation Payment. The Company shall continue to pay you your base salary in effect at the time of termination of your employment with the Company for the Severance Period. Such Separation Payments will be subject to applicable state and federal tax withholdings and paid in accordance with the Company's normal payroll practices; and

(B) Continuation of Health Insurance Benefits. The Company also will provide you, at the Company's expense and pursuant to the federal "COBRA" law, 29 U.S.C. § 1161 et seq., the same medical, dental and vision coverage for the duration of the Severance Period.

The benefits described in Section 5(b) will be paid or provided (or begin to be paid or provided) as soon as administratively practicable after the release described above becomes irrevocable, provided that if the 30 day period described above begins in one taxable year and ends in a second taxable year such payments or benefits shall not commence until the second taxable year.

(d) *Termination for Cause*. The Company or its successor may immediately terminate your

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employment for Cause, whether prior to, on or after a Sale Event, without further liability on the part of the Company or its successor. Unless otherwise specifically provided in this Agreement or otherwise required by law, all compensation and benefits payable to you under this Agreement shall terminate on the date of termination of your employment under this Agreement.

(e) *Definitions*. The following capitalized terms as used in this Agreement shall have the meaning set forth below:

"Cause" for termination shall be deemed to exist upon your: (a) commission or conviction of any felony or any crime involving dishonesty; (b) commission of any fraud against the Company; (c) intentional and material damage to any material property of the Company; or (d) your knowing breach of any material provision of any invention and non-disclosure agreement or non-competition and non-solicitation agreement with the Company. Before "Cause" under clause (c) or (d) has been deemed to have occurred, the Board must give you written notice detailing why the Board has determined that Cause has occurred. You shall then, where the grounds for Cause are reasonably subject to cure within such time, have 30 days after your receipt of written notice to cure the item cited in the written notice so that "Cause" will have not formally occurred with respect to the event in question until such period, where applicable, shall have expired.

"Sale Event" shall mean either: (i) a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company; or (ii) a transaction that qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

"Severance Period" shall mean either (i) three (3) months if your employment is terminated by the Company without Cause within twelve (12) months of your date of hire by the Company or (ii) six (6) months your employment is terminated by the Company without Cause more than twelve (12) months from your date of hire by the Company.

5. Full Time and Effort. You shall devote your full business time, best efforts and business judgment, skill and knowledge to the advancement of Collegium's interests and the discharge of your duties under this Agreement. While you render services to Collegium, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of Collegium after the approval of the Board. You also agree to abide by all of Collegium's written policies and procedures in effect from time to time that have been provided to you.

6. Required Agreement. You will be required to execute a Non-Competition, Confidentiality and Inventions Agreement in the form enclosed herewith as a condition of your employment with the Company.

7. Section 409A. Notwithstanding anything to the contrary in this Agreement, no portion of the benefits or payments to be made under Section 4(a) hereof will be payable until you have a "separation from service" from the Company within the meaning of Section 409A of the Code. In addition, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code to payments due to you upon or following his "separation from service", then notwithstanding any other provision of this Agreement (or any otherwise applicable plan, policy, agreement or arrangement), any such payments that are otherwise due within six months following your "separation from service" (taking into account the preceding sentence of this paragraph) will be deferred without interest and paid to you in a lump sum immediately following that six month period. This paragraph should not be construed to prevent the application of Treas. Reg. § 1.409A-1(b)(9)(iii) (or any successor provision) to amounts payable

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hereunder. For purposes of the application of Section 409A of the Code, each payment in a series of payments will be deemed a separate payment. Notwithstanding anything herein to the contrary or otherwise, except to the extent any expense, reimbursement or in-kind benefit provided to you does not constitute a "deferral of compensation" within the meaning of Section 409A of the Code, and its implementing regulations and guidance, (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to you during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to you in any other calendar year, (ii) the reimbursements for expenses for which you are entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

8. Miscellaneous. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to principles of choice or conflicts of law. The parties consent to the jurisdiction of the state courts of the Commonwealth of Massachusetts and the United States Court for the Commonwealth of Massachusetts. No waiver under this Agreement shall be effective unless made in writing signed by the waiving party. The foregoing terms supersede any prior discussions, oral or written, which we have had relating to your employment and the other matters discussed in this letter, including without limitation the Confidential Offer Letter dated March 11, 2013. By signing below you agree that in accepting these employment terms you have not relied on any other representations or agreements, express or implied, with respect to the terms of your employment that are not specified in this Agreement.

Sincerely,

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael T. Heffernan
Title: President and CEO

I accept the foregoing term of employment with Collegium Pharmaceutical:

/s/ Doug R. Carlson
Doug R. Carlson

Date: March 13, 2013

COLLEGIUM PHARMACEUTICAL, INC.

Restricted Stock Award Agreement
Under 2012 Stock Incentive Plan

THIS RESTRICTED STOCK AWARD AGREEMENT (this "Agreement") is made as of July 18, 2012 (the "Grant Date") by and between Collegium Pharmaceutical, Inc., a Delaware corporation (the "Company"), and Gino Santini (the "Participant").

WHEREAS, the Company maintains the 2012 Stock Incentive (the "Plan") for the benefit of its employees, directors, consultants, and other individuals who provide services to the Company and its Affiliates and the Plan permits the granting of Restricted Stock; and

WHEREAS, in consideration for the Participant's future service to the Company as a member of the Company's Board of Directors (the "Board") and to further align the Participant's interests with those of the Company's stockholders, the Board has approved this award of restricted Common Stock to Participant subject to the restrictions and on the terms and conditions contained in the Plan and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties hereby, agree as follows:

1. **Award of Restricted Shares**. The Company hereby awards to Participant One Hundred Seventy Thousand (170,000) shares of restricted Common Stock, subject to the restrictions and on the terms and conditions set forth in this Agreement (the "Restricted Shares"). The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms used herein will have the same meaning as defined in the Plan.

2. **Forfeiture; Vesting of Restricted Shares.**

(a) No Transfer of Unvested Restricted Shares. The Restricted Shares are subject to forfeiture to the Company until they become vested in accordance with this Section 2. While subject to forfeiture, the Restricted Shares may not be sold, pledged, assigned, otherwise encumbered or transferred in any manner, whether voluntarily or involuntarily by the operation of law.

(b) Unvested Shares Subject to Forfeiture. Subject to the other subsections of this Section 2, upon any cessation of the Participant's service with the Company (whether initiated by the Company, Participant or otherwise): (i) any Restricted Shares which have not vested pursuant to this Section 2 will immediately and automatically, without any action on the part of the Company or payment of any consideration to Participant, be forfeited, and (ii) the Participant will have no further rights with respect to such forfeited Restricted Shares.

(c) Vesting of Restricted Shares. Subject to Participant's continuous service with the Company as a member of the Board through such date, the Restricted Shares will become vested (free from forfeiture pursuant to Section 2(b)) as to one third (1/3rd) of the total number of Restricted Shares on July 15, 2013 ("First Vesting Date"), and thereafter as to an

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additional one twelfth ($1/12^{th}$) of the total number the Restricted Shares at the end of each quarterly period following the First Vesting Date.

(d) Acceleration of Vesting Upon a Sale Event. Upon the occurrence of a Sale Event (as defined below), all of the unvested Restricted Shares will become vested and free from forfeiture pursuant to Section 2(b) immediately prior to the closing of such Sale Event. For purposes of this Agreement, a "Sale Event" shall mean either: (i) a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company, or (ii) a transaction that qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

3. **Issuance of Shares.**

(a) The Company will cause the Restricted Shares to be issued in the Participant's name either by book-entry registration or issuance of a stock certificate or certificates. While the Restricted Shares remain forfeitable, the Company will cause an appropriate stop-transfer order to be issued and to remain in effect with respect to the Restricted Shares. As soon as practicable following the time that any Restricted Share becomes vested (and provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such share), the Company will cause that stop-transfer order to be removed. The Company may also condition delivery of certificates for Restricted Shares upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

(b) If any certificate is issued in respect of Restricted Shares, that certificate will include appropriate legends and will held in escrow by the Company's secretary or his or her designee. In addition, the Participant shall be required to execute and deliver to the Company a stock power with respect to those Restricted Shares in substantially the form attached hereto as Exhibit A. At such time as those Restricted Shares become vested, the Company will cause a new certificate to be issued without that portion of the legend referencing the previously applicable forfeiture conditions and will cause that new certificate to be delivered to the Participant (again, provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such Restricted Shares).

4. **Substitute Property.** If, while any of the Restricted Shares remain subject to forfeiture, there occurs a merger, reclassification, recapitalization, stock split, stock dividend or other similar event or transaction resulting in new, substituted or additional securities being issued or delivered to the Participant by reason of the Participant's ownership of the Restricted Shares, such securities will constitute "Restricted Shares" for all purposes of this Agreement and any certificate issued to evidence such securities will immediately be deposited with the secretary of the Company (or his or her designee) and subject to the escrow described in Section 3, above.

5. **Rights of Participant During Restricted Period.** The Participant will have the right to vote the Restricted Shares and to receive dividends and distributions with respect to the

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Restricted Shares; *provided, however*, that any cash dividends or distributions paid in respect of the Restricted Shares, if any, while those shares remain subject to forfeiture will be placed in escrow with the secretary of the Company (or his or her designee) and will be delivered to the Participant (without interest) only if and when the Restricted Shares giving rise to such dividends or distributions become vested.

6. **Market Standoff Agreement**. The Participant agrees, in connection with the initial underwritten public offering of the Company's securities pursuant to a registration statement under the Securities Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Participant (other than those shares included in the offering) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the Financial Industry Regulatory Authority, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering

7. **Securities Laws**. The Board may from time to time impose any conditions on the Restricted Shares as it deems necessary or advisable to ensure that the Restricted Shares are issued and sold in compliance with the requirements of any stock exchange or quotation system upon which the shares are then listed or quoted, the Securities Act of 1933 and all other applicable laws.

8. **Tax Consequences**.

(a) The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant or vesting of the Restricted Shares. The Participant has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

(b) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the award of the Restricted Shares.

(c) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the purchase of the Restricted Shares by the Participant or the lapse of the Purchase Option. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement.

(d) If the Participant makes an election under Section 83(b) of the Code with respect to the grant of the Restricted Shares, the Participant agrees to notify the Company in writing on the day of such election. The amount includible in the Participant's income as a result of that election will be subject to tax withholding. The Participant will be required to remit to the Company in cash, or make other arrangements reasonably satisfactory to the Company for the satisfaction of, such tax withholding amount; failure to do so within three business days of making the Section 83(b) election will result in forfeiture of all the Restricted Shares. PARTICIPANT ACKNOWLEDGES THAT IT IS SOLELY THE PARTICIPANT'S RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

9. **The Plan**. This Restricted Stock Award is subject to, and the Participant agrees to be bound by, all of the terms and conditions of the Plan, a copy of which has been provided to the Participant. Pursuant to the Plan, the Board is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. All questions of interpretation and application of the Plan shall be determined by the Board and any such determination shall be final, binding and conclusive. As provided in the Plan, upon the occurrence of a Reorganization Event (as defined in the Plan), the repurchase and other rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Restricted Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Restricted Shares under this Agreement. If, in connection with a Reorganization Event, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Restricted Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow..

10. **Consent to Electronic Delivery**. The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Agreement, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

11. **Entire Agreement**. This Agreement, together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature.

12. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement

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and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

13. **Governing Law**. This Agreement will be construed in accordance with the laws of the State of Delaware, without regard to the application of the principles of conflicts of laws.

14. **Amendment**. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

15. **Changes in Capitalization**. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, the number of shares subject to forfeiture and other rights of the Company hereunder and such other relevant terms this Agreement that are affected by such stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event shall be equitably adjusted by the Company (in the manner determined by the Board).

16. **Execution**. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Restricted Stock Award Agreement as of the date first set forth above.

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and CEO

PARTICIPANT: Gino Santini

Signature:. **/s/ Gino Santini**

Exhibit A

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto ( ) shares of Common Stock, $.001 par value per share, of Collegium Pharmaceutical, Inc. (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number herewith, and do hereby irrevocably constitute and appoint attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

By:
Gino Santini

Dated: _____

COLLEGIUM PHARMACEUTICAL, INC.

Restricted Stock Award Agreement
Under 2012 Stock Incentive Plan

THIS RESTRICTED STOCK AWARD AGREEMENT (this "Agreement") is made as of March 5, 2014 (the "Grant Date") by and between Collegium Pharmaceutical, Inc., a Delaware corporation (the "Company"), and Gino Santini (the "Participant").

WHEREAS, the Company maintains the 2012 Stock Incentive (the "Plan") for the benefit of its employees, directors, consultants, and other individuals who provide services to the Company and its Affiliates and the Plan permits the granting of Restricted Stock; and

WHEREAS, in consideration for the Participant's future service to the Company as a member of the Company's Board of Directors (the "Board") and to further align the Participant's interests with those of the Company's stockholders, the Board has approved this award of restricted Common Stock to Participant subject to the restrictions and on the terms and conditions contained in the Plan and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties hereby, agree as follows:

1. **Award of Shares**. The Company hereby awards to Participant Seventy-Five Thousand (75,000) shares of restricted Common Stock (the "Shares"), subject to the restrictions and on the terms and conditions set forth in this Agreement. The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms used herein will have the same meaning as defined in the Plan.

2. **Forfeiture; Vesting of Restricted Shares.**

(a) No Transfer of Unvested Restricted Shares. Thirty-Seven Thousand Five Hundred (37,500) of the Shares (the "Restricted Shares") shall be subject to forfeiture to the Company until they become vested in accordance with this Section 2. While subject to forfeiture, the Restricted Shares may not be sold, pledged, assigned, otherwise encumbered or transferred in any manner, whether voluntarily or involuntarily by the operation of law.

(b) Unvested Shares Subject to Forfeiture. Subject to the other subsections of this Section 2, upon any cessation of the Participant's service with the Company (whether initiated by the Company, Participant or otherwise): (i) any Restricted Shares which have not vested pursuant to this Section 2 will immediately and automatically, without any action on the part of the Company or payment of any consideration to Participant, be forfeited, and (ii) the Participant will have no further rights with respect to such forfeited Restricted Shares.

(c) Vesting of Restricted Shares. Subject to Participant's continuous service with the Company as a member of the Board through such date, Twelve Thousand Five Hundred (12,500) Restricted Shares will become vested (free from forfeiture pursuant to Section 2(b)) on April 1, 2014 ("First Vesting Date"), and thereafter as to an additional Twelve Thousand Five

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Hundred (12,500) Restricted Shares at the end of each quarterly period following the First Vesting Date.

(d) Acceleration of Vesting Upon a Sale Event. Upon the occurrence of a Sale Event (as defined below), all of the unvested Restricted Shares will become vested and free from forfeiture pursuant to Section 2(b) immediately prior to the closing of such Sale Event. For purposes of this Agreement, a "Sale Event" shall mean either: (i) a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company, or (ii) a transaction that qualifies as a "Deemed Liquidation Event" as defined in the Company's Certificate of Incorporation then in effect.

3. **Issuance of Shares.**

(a) The Company will cause the Restricted Shares to be issued in the Participant's name either by book-entry registration or issuance of a stock certificate or certificates. While the Restricted Shares remain forfeitable, the Company will cause an appropriate stop-transfer order to be issued and to remain in effect with respect to the Restricted Shares. As soon as practicable following the time that any Restricted Share becomes vested (and provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such share), the Company will cause that stop-transfer order to be removed. The Company may also condition delivery of certificates for Restricted Shares upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

(b) If any certificate is issued in respect of Restricted Shares, that certificate will include appropriate legends and will held in escrow by the Company's secretary or his or her designee. In addition, the Participant shall be required to execute and deliver to the Company a stock power with respect to those Restricted Shares in substantially the form attached hereto as Exhibit A. At such time as those Restricted Shares become vested, the Company will cause a new certificate to be issued without that portion of the legend referencing the previously applicable forfeiture conditions and will cause that new certificate to be delivered to the Participant (again, provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such Restricted Shares).

4. **Substitute Property.** If, while any of the Restricted Shares remain subject to forfeiture, there occurs a merger, reclassification, recapitalization, stock split, stock dividend or other similar event or transaction resulting in new, substituted or additional securities being issued or delivered to the Participant by reason of the Participant's ownership of the Restricted Shares, such securities will constitute "Restricted Shares" for all purposes of this Agreement and any certificate issued to evidence such securities will immediately be deposited with the secretary of the Company (or his or her designee) and subject to the escrow described in Section 3, above.

5. **Rights of Participant During Restricted Period.** The Participant will have the right to vote the Restricted Shares and to receive dividends and distributions with respect to the

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Restricted Shares; *provided, however*, that any cash dividends or distributions paid in respect of the Restricted Shares, if any, while those shares remain subject to forfeiture will be placed in escrow with the secretary of the Company (or his or her designee) and will be delivered to the Participant (without interest) only if and when the Restricted Shares giving rise to such dividends or distributions become vested.

6. **Market Standoff Agreement**. The Participant agrees, in connection with the initial underwritten public offering of the Company's securities pursuant to a registration statement under the Securities Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Participant (other than those shares included in the offering) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the Financial Industry Regulatory Authority, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering

7. **Securities Laws**. The Board may from time to time impose any conditions on the Restricted Shares as it deems necessary or advisable to ensure that the Restricted Shares are issued and sold in compliance with the requirements of any stock exchange or quotation system upon which the shares are then listed or quoted, the Securities Act of 1933 and all other applicable laws.

8. **Tax Consequences**.

(a) The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant or vesting of the Restricted Shares. The Participant has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

(b) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the award of the Restricted Shares.

(c) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the purchase of the Restricted Shares by the Participant or the lapse of the Purchase Option. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement.

(d) If the Participant makes an election under Section 83(b) of the Code with respect to the grant of the Restricted Shares, the Participant agrees to notify the Company in writing on the day of such election. The amount includible in the Participant's income as a result of that election will be subject to tax withholding. The Participant will be required to remit to the Company in cash, or make other arrangements reasonably satisfactory to the Company for the satisfaction of, such tax withholding amount; failure to do so within three business days of making the Section 83(b) election will result in forfeiture of all the Restricted Shares. PARTICIPANT ACKNOWLEDGES THAT IT IS SOLELY THE PARTICIPANT'S RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

9. **The Plan**. This Restricted Stock Award is subject to, and the Participant agrees to be bound by, all of the terms and conditions of the Plan, a copy of which has been provided to the Participant. Pursuant to the Plan, the Board is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. All questions of interpretation and application of the Plan shall be determined by the Board and any such determination shall be final, binding and conclusive. As provided in the Plan, upon the occurrence of a Reorganization Event (as defined in the Plan), the repurchase and other rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Restricted Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Restricted Shares under this Agreement. If, in connection with a Reorganization Event, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Restricted Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow.

10. **Consent to Electronic Delivery**. The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Agreement, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

11. **Entire Agreement**. This Agreement, together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature.

12. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement

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and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

13. **Governing Law**. This Agreement will be construed in accordance with the laws of the State of Delaware, without regard to the application of the principles of conflicts of laws.

14. **Amendment**. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

15. **Changes in Capitalization**. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, the number of shares subject to forfeiture and other rights of the Company hereunder and such other relevant terms this Agreement that are affected by such stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event shall be equitably adjusted by the Company (in the manner determined by the Board).

16. **Execution**. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Restricted Stock Award Agreement as of the date first set forth above.

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President and CEO

PARTICIPANT: Gino Santini

Signature: /s/ Gino Santini

Exhibit A

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto ( ) shares of Common Stock, $.001 par value per share, of Collegium Pharmaceutical, Inc. (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number herewith, and do hereby irrevocably constitute and appoint attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

By: _____
Gino Santini

Dated: _____

COLLEGIUM PHARMACEUTICAL, INC.

2014 STOCK INCENTIVE PLAN

1. Purpose

The purpose of this 2014 Stock Incentive Plan (the "Plan") of Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), is to advance the interests of the Company's shareholders by enhancing the Company's ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to better align the interests of such persons with those of the Company's shareholders. Except where the context otherwise requires, the term "Company" shall include any of the Company's present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code") and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the "Board").

2. Eligibility

All of the Company's employees, officers, directors, consultants and advisors are eligible to be granted options, restricted stock, restricted stock units ("RSUs") and other stock-based awards (each, an "Award") under the Plan. Each person who receives an Award under the Plan is deemed a "Participant".

3. Administration and Delegation

(a) Administration by Board of Directors. The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may construe and interpret the terms of the Plan and any Award agreements entered into under the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board's sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under the Plan made in good faith.

(b) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a "Committee"). All references in the Plan to the "Board" shall mean the Board or a Committee of the Board to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

4. Stock Available for Awards

(a) Number of Shares. Subject to adjustment under Section 8, Awards may be made under the Plan for up to 3,627,336 shares of common stock, $0.001 par value per share, of the Company (the "Common Stock"). If any Award under the Plan expires or is terminated, surrendered or canceled without having been fully exercised, is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right), or results in any Common Stock not being issued, the unused Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Further, shares of Common Stock tendered to the Company by a Participant to exercise an Award shall be added to the number of shares of Common Stock available for the grant of Awards under the Plan. However, in the case of Incentive Stock Options (as hereinafter defined), the foregoing provisions shall be subject to any limitations under the Code. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares. At no time while there is any Option (as defined below) outstanding and held by a Participant who was a resident of the State of California on the date of grant of such Option, shall the total number of shares of Common Stock issuable upon exercise of all outstanding options and the total number of shares provided for under any stock bonus or similar plan or agreement of the Company exceed the applicable percentage as calculated in accordance with the conditions and exclusions of Section 260.140.45 of the California Code of Regulations (the "California Regulations"), based on the shares of the Company which are outstanding at the time the calculation is made.

(b) Substitute Awards. In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Awards in substitution for any options or other stock or stock-based awards granted by such entity or an affiliate thereof. Substitute Awards may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan. Substitute Awards shall not count against the overall share limit set forth in Section 4(a), except as may be required by reason of Section 422 and related provisions of the Code.

5. Stock Options

(a) General. The Board may grant options to purchase Common Stock (each, an "Option") and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable. An Option that is not intended to be an Incentive Stock Option (as hereinafter defined) shall be designated a "Nonstatutory Stock Option".

(b) Incentive Stock Options. An Option that the Board intends to be an "incentive stock option" as defined in Section 422 of the Code (an "Incentive Stock Option") shall only be granted to employees of the Company, any of the Company's present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Code, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code, and shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. The Company shall have no liability to a Participant, or any other party, if an Option (or

any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or for any action taken by the Board, including without limitation the conversion of an Incentive Stock Option to a Nonstatutory Stock Option.

(c) Exercise Price. The Board shall establish the exercise price of each Option and specify the exercise price in the applicable option agreement. The exercise price shall be not less than 100% of the Fair Market Value (as defined below) on the date the Option is granted.

(d) Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement.

(e) Exercise of Option. Options may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Board together with payment in full as specified in Section 5(f) for the number of shares for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company as soon as practicable following exercise.

(f) Payment Upon Exercise. Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) when the Common Stock is registered under the Exchange Act, except as may otherwise be provided in the applicable option agreement, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) when the Common Stock is registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and to the extent provided for in the applicable option agreement or approved by the Board, in its sole discretion, by delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant valued at their fair market value as determined by (or in a manner approved by) the Board ("Fair Market Value"), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Board in its discretion and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) to the extent permitted by applicable law and provided for in the applicable option agreement or approved by the Board, in its sole discretion, by (i) delivery of a promissory note of the Participant to the Company on terms determined by the Board, or (ii) payment of such other lawful consideration as the Board may determine; or

(5) by any combination of the above permitted forms of payment.

6. Restricted Stock; Restricted Stock Units

(a) General. The Board may grant Awards entitling recipients to acquire shares of Common Stock ("Restricted Stock"), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. Instead of granting Awards for Restricted Stock, the Board may grant Awards entitling the recipient to receive shares of Common Stock or cash to be delivered at the time such Award vests ("Restricted Stock Units") (Restricted Stock and Restricted Stock Units are each referred to herein as a "Restricted Stock Award").

(b) Terms and Conditions for All Restricted Stock Awards. The Board shall determine the terms and conditions of a Restricted Stock Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price.

(c) Additional Provisions Relating to Restricted Stock.

(1) Dividends. Participants holding shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such shares, unless otherwise provided by the Board. Unless otherwise provided, by the Board, if any dividends or distributions are paid in shares, or consist of a dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the shares, cash or other property will be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Stock with respect to which they were paid.

(2) Stock Certificates. The Company may require that any stock certificates issued in respect of shares of Restricted Stock shall be deposited in escrow by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant's death (the "Designated Beneficiary"). In the absence of an effective designation by a Participant, "Designated Beneficiary" shall mean the Participant's estate.

7. Other Stock-Based Awards

Other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property, may be granted hereunder to Participants ("Other Stock-Based Awards"), including without limitation stock appreciation rights ("SARs") and Awards entitling recipients to receive shares of Common Stock to be delivered in the future. Such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock-Based Awards may be paid in shares of Common Stock or cash, as the Board shall determine. Subject

to the provisions of the Plan, the Board shall determine the terms and conditions of each Other Stock-Based Award, including any purchase price applicable thereto.

8. Adjustments for Changes in Common Stock and Certain Other Events

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under this Plan, (ii) the number and class of securities and exercise price per share of each outstanding Option, (iii) the number of shares subject to and the repurchase price per share subject to each outstanding Restricted Stock Award, and (iv) the terms of each other outstanding Award shall be equitably adjusted by the Company (or substituted Awards may be made, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to an outstanding Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(b) Reorganization Events.

(1) Definition. A "Reorganization Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any exchange of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange transaction, (c) any liquidation or dissolution of the Company, or (d) sale of all or substantially all of the Company's assets.

(2) Consequences of a Reorganization Event on Awards Other than Restricted Stock Awards. In connection with a Reorganization Event, the Board may take any one or more of the following actions as to all or any (or any portion of) outstanding Awards other than Restricted Stock Awards on such terms as the Board determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that the Participant's unexercised Awards will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become exercisable, realizable, or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), make or provide for a cash payment to a Participant equal to the excess, if any, of (A) the Acquisition Price times the number of shares of Common Stock subject to the Participant's Awards (to the

extent the exercise price does not exceed the Acquisition Price) over (B) the aggregate exercise price of all such outstanding Awards and any applicable tax withholdings, in exchange for the termination of such Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof and any applicable tax withholdings) and (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 8(b), the Board shall not be obligated by the Plan to treat all Awards, all Awards held by a Participant, or all Awards of the same type, identically. If the consideration to be paid in exchange for Restricted Stock Awards pursuant to a Reorganization Event includes any securities and due receipt thereof by any Participant would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Participant of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), the Company may cause to be paid to any such Participant in lieu thereof, against surrender of the Restricted Stock Award which would have otherwise been sold by such Participant, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Participant would otherwise receive as of the date of the issuance of such securities in exchange for the Restricted Stock Award.

For purposes of clause (i) above, an Option shall be considered assumed if, following consummation of the Reorganization Event, the Option confers the right to purchase, for each share of Common Stock subject to the Option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of Options to consist solely of common stock of the acquiring or succeeding corporation (or an affiliate thereof) equivalent in value (as determined by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(3) Consequences of a Reorganization Event on Restricted Stock Awards. Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company under each outstanding Restricted Stock Award shall inure to the benefit of the Company's successor and shall, unless the Board determines otherwise, apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such Restricted Stock Award. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the

Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

9. General Provisions Applicable to Awards

(a) Transferability of Awards. Except as the Board may otherwise determine or provide in an Award, Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, other than in the case of an Incentive Stock Option, pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

(b) Documentation. Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) Board Discretion. Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

(d) Termination of Status. The Board shall determine the effect on an Award of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award.

(e) Withholding. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver stock certificates or otherwise recognize ownership of Common Stock under an Award. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise or release from forfeiture of an Award or, if the Company so requires, at the same time as is payment of the exercise price unless the Company determines otherwise. If provided for in an Award or approved by the Board in its sole discretion, a Participant may satisfy such tax obligations in whole or in part by delivery of shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares surrendered to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(f) Amendment of Award.

(1) The Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type, changing the date of exercise or realization, and converting an Incentive Stock Option to a Nonstatutory Stock Option. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant's rights under the Plan or (ii) the change is permitted under Section 8 hereof.

(2) The Board may, without shareholder approval, amend any outstanding Award granted under the Plan to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Award. The Board may also, without shareholder approval, cancel any outstanding award (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled award.

(g) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(h) Acceleration. The Board may at any time provide that any Award shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

10. Miscellaneous

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award.

(b) No Rights As Shareholder. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a shareholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder of such shares.

(c) Effective Date and Term of Plan. The Plan shall become effective on the date on which it is adopted by the Board. No Awards shall be granted under the Plan after the expiration

of 10 years from the earlier of (i) the date on which the Plan was adopted by the Board or (ii) the date the Plan was approved by the Company's shareholders, but Awards previously granted may extend beyond that date.

(d) Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time; provided that if at any time the approval of the Company's shareholders is required as to any modification or amendment under Section 422 of the Code or any successor provision with respect to Incentive Stock Options, the Board may not effect such modification or amendment without such approval. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 10(d) shall apply to, and be binding on the holders of, all Awards outstanding under the Plan at the time the amendment is adopted, provided the Board determines that such amendment does not materially and adversely affect the rights of Participants under the Plan.

(e) Authorization of Sub-Plans. The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable blue sky, securities or tax laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to this Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each

supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(f) Compliance with Code Section 409A. No Award shall provide for deferral of compensation that does not comply with Section 409A of the Code, unless the Board, at the time of grant, specifically provides that the Award is not intended to comply with Section 409A of the Code. The Company shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant or for any action taken by the Board.

(g) Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

COLLEGIUM PHARMACEUTICAL, INC.

Incentive Stock Option Agreement
Granted Under 2014 Stock Incentive Plan
(Reincorporation Replacement Option for Options
Originally Granted under 2002 Stock Option Plan)

1. Grant of Option.

This agreement evidences the grant by Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on **July 23, 2014** (the "Grant Date") to , an employee of the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2014 Stock Incentive Plan (the "Plan"), a total of shares (the "Shares") of common stock, $0.001 par value per share, of the Company ("Common Stock") at **$** per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on (the "Final Exercise Date").

The option evidenced by this agreement is awarded pursuant to Section 3.3 of the Agreement and Plan of Merger ("Merger Agreement") dated as of July 10, 2014 between the Company and Collegium Pharmaceutical, Inc., a Delaware corporation that merged with and into the Company ("Collegium Delaware"), in replacement of the incentive stock option (the "Original Option") granted to the Participant on under Collegium Delaware's Amended and Restated 2002 Stock Option Plan for the purchase of up to shares of Collegium Delaware common stock. A copy of the Original Option is attached hereto as Exhibit A. Participant acknowledges and agrees that this option terminates, cancels and supersedes the Original Option.

It is intended that the option evidenced by this agreement shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option will become exercisable ("vest") in accordance with the same vesting schedule as the Original Option.

(b) The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

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3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing pursuant a notice of exercise in substantially the form attached hereto as Exhibit B, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment. If the Participant is party to an employment or severance agreement with the Company that contains a definition of "cause" for termination of employment, "Cause" shall have the meaning ascribed to such term in such agreement.

4. Company Right of First Refusal.

(a) Notice of Proposed Transfer. If the Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Shares acquired upon exercise of this option, then the Participant shall first give

written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 4 shall remain subject to the right of first refusal set forth in this Section 4 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 4.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 4:

(1) any transfer of Shares to or for the benefit of any spouse, child or grandchild of the Participant, or to a trust for their benefit;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to the right of first refusal set forth in this Section 4.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 4 to one or more persons or entities.

(g) Termination. The provisions of this Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 75% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 4, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

> "The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company."

5. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any other securities of the Company or (b) enter into any swap or other agreement that transfers, in

whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days after the date of the final prospectus relating to the offering (plus up to an additional

34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the "lock-up" period.

6. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

(b) Disqualifying Disposition. If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Transfer Restrictions.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) The Participant agrees that he or she will not transfer any Shares issued pursuant to the exercise of this option unless the transferee, as a condition to such transfer, delivers to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of Section 4 and Section 5; provided that such a written confirmation shall not be required with respect to (1) Section 4 after such provision has terminated in accordance with Section 4(g) or (2) Section 5 after the completion of the lock-up period in connection with the Company's initial underwritten public offering.

8. Provisions of the Plan. This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this option.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name: Michael Heffernan
Title: President and CEO

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2014 Stock Incentive Plan.

By: _____

Address:

Exhibit A

ORIGINAL OPTION

Exhibit B

NOTICE OF STOCK OPTION EXERCISE

Date: (1)

Collegium Pharmaceutical, Inc.
780 Dedham Street, Suite 800
Canton, MA 02021
Attention: President

Dear Sir or Madam:

I am the holder of Incentive Stock Option granted to me under the 2014 Stock Incentive Plan for Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on July 23, 2014 for the purchase of up to shares of Common Stock of the Company at a purchase price of per share in replacement of the option originally granted on under the Amended and Restated 2002 Stock Option Plan of Collegium Pharmaceutical, Inc., a Delaware corporation ("Collegium Delaware") prior to its merger with and into the Company.

I hereby exercise my option to purchase (2) shares of Common Stock (the "Shares"), for which I have enclosed (3) in the amount of (4). Please register my stock certificate as follows:

Name(s): (5)

Address:
Social

(1) Enter the date of exercise.
(2) Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
(3) Enter "cash", "personal check" or if permitted by the option or Plan, "stock certificates No. XXXX and XXXX".
(4) Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
(5) Enter name(s) to appear on stock certificate: (a) Your name only; or (b) Your name and other name (i.e., John Doe and Jane Doe, Joint Tenants With Right of Survivorship). Note: There may be income and/or gift tax consequences of registering shares in a Child's name.

Security #:

I represent, warrant and covenant as follows:

9. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "Securities Act"), or any rule or regulation under the Securities Act.

10. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.

11. I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

12. I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.

13. I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

Very truly yours,

COLLEGIUM PHARMACEUTICAL, INC.

Non-Statutory Stock Option Agreement
Granted Under 2014 Stock Incentive Plan
(Reincorporation Replacement Option for Options
Originally Granted under 2002 Stock Option Plan)

1. Grant of Option.

This agreement evidences the grant by Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on **July 23, 2014** (the "Grant Date") to a service provider to the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2014 Stock Incentive Plan (the "Plan"), a total of shares (the "Shares") of common stock, $0.001 par value per share, of the Company ("Common Stock") at per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on (the "Final Exercise Date").

The option evidenced by this agreement is awarded pursuant to Section 3.3 of the Agreement and Plan of Merger ("Merger Agreement") dated as of July 10, 2014 between the Company and Collegium Pharmaceutical, Inc., a Delaware corporation that merged with and into the Company ("Collegium Delaware"), in replacement of the incentive stock option (the "Original Option") granted to the Participant on under Collegium Delaware's Amended and Restated 2002 Stock Option Plan for the purchase of up to shares of Collegium Delaware common stock. A copy of the Original Option is attached hereto as Exhibit A. Participant acknowledges and agrees that this option terminates, cancels and supersedes the Original Option.

It is intended that the option evidenced by this agreement shall is not intended to be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option will become exercisable ("vest") in accordance with the same vesting schedule as the Original Option.

(b) The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

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3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing pursuant a notice of exercise in substantially the form attached hereto as Exhibit B, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any consulting or employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's service to the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of service to the Company. If the Participant is party to a severance agreement with the Company that contains a definition of "cause" for termination of service to the Company, "Cause" shall have the meaning ascribed to such term in such agreement.

4. Company Right of First Refusal.

(a) Notice of Proposed Transfer. If the Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Shares acquired upon exercise of this option, then the Participant shall first give

written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 4 shall remain subject to the right of first refusal set forth in this Section 4 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 4.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 4:

(1) any transfer of Shares to or for the benefit of any spouse, child or grandchild of the Participant, or to a trust for their benefit;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to the right of first refusal set forth in this Section 4.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 4 to one or more persons or entities.

(g) Termination. The provisions of this Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 75% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 4, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

> "The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company."

5. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any other securities of the Company or (b) enter into any swap or other agreement that transfers, in

whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days after the date of the final prospectus relating to the offering (plus up to an additional

34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the "lock-up" period.

6. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

(b) Disqualifying Disposition. If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Transfer Restrictions.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) The Participant agrees that he or she will not transfer any Shares issued pursuant to the exercise of this option unless the transferee, as a condition to such transfer, delivers to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of Section 4 and Section 5; provided that such a written confirmation shall not be required with respect to (1) Section 4 after such provision has terminated in accordance with Section 4(g) or (2) Section 5 after the completion of the lock-up period in connection with the Company's initial underwritten public offering.

8. Provisions of the Plan. This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this option.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name: Michael Heffernan
Title: President and CEO

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2014 Stock Incentive Plan.

d

By: _____

Address:

Exhibit A

ORIGINAL OPTION

Exhibit B

NOTICE OF STOCK OPTION EXERCISE

Date: (1)

Collegium Pharmaceutical, Inc.
780 Dedham Street, Suite 800
Canton, MA 02021
Attention: President

Dear Sir or Madam:

I am the holder of Incentive Stock Option granted to me under the 2014 Stock Incentive Plan for Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on July 23, 2014 for the purchase of up to shares of Common Stock of the Company at a purchase price of **$** per share in replacement of the option originally granted on under the Amended and Restated 2002 Stock Option Plan of Collegium Pharmaceutical, Inc., a Delaware corporation ("Collegium Delaware") prior to its merger with and into the Company.

I hereby exercise my option to purchase (2) shares of Common Stock (the "Shares"), for which I have enclosed (3) in the amount of (4). Please register my stock certificate as follows:

Name(s): _____(5)

Address:
Social

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(1) Enter the date of exercise.
(2) Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
(3) Enter "cash", "personal check" or if permitted by the option or Plan, "stock certificates No. XXXX and XXXX".
(4) Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
(5) Enter name(s) to appear on stock certificate: (a) Your name only; or (b) Your name and other name (i.e., John Doe and Jane Doe, Joint Tenants With Right of Survivorship). Note: There may be income and/or gift tax consequences of registering shares in a Child's name.

Security #:

I represent, warrant and covenant as follows:

9. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "Securities Act"), or any rule or regulation under the Securities Act.

10. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.

11. I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

12. I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.

13. I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

Very truly yours,

_____

COLLEGIUM PHARMACEUTICAL, INC.

Incentive Stock Option Agreement
Granted Under 2014 Stock Incentive Plan
(Reincorporation Replacement Option for Options
Originally Granted under 2012 Stock Incentive Plan)

1. Grant of Option.

This agreement evidences the grant by Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on **July 23, 2014** (the "Grant Date") to , an employee of the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2014 Stock Incentive Plan (the "Plan"), a total of shares (the "Shares") of common stock, $0.001 par value per share, of the Company ("Common Stock") at per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on (the "Final Exercise Date").

The option evidenced by this agreement is awarded pursuant to Section 3.3 of the Agreement and Plan of Merger ("Merger Agreement") dated as of July 10, 2014 between the Company and Collegium Pharmaceutical, Inc., a Delaware corporation that merged with and into the Company ("Collegium Delaware"), in replacement of the incentive stock option (the "Original Option") granted to the Participant on under Collegium Delaware's 2012 Stock Incentive Plan for the purchase of up to shares of Collegium Delaware common stock. A copy of the Original Option is attached hereto as Exhibit A. Participant acknowledges and agrees that this option terminates, cancels and supersedes the Original Option.

It is intended that the option evidenced by this agreement shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option will become exercisable ("vest") in accordance with the same vesting schedule as the Original Option.

(b) The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing pursuant a notice of exercise in substantially the form attached hereto as Exhibit B, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment. If the Participant is party to an employment or severance agreement with the Company that contains a definition of "cause" for termination of employment, "Cause" shall have the meaning ascribed to such term in such agreement.

4. Company Right of First Refusal.

(a) Notice of Proposed Transfer. If the Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Shares acquired upon exercise of this option, then the Participant shall first give

written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 4 shall remain subject to the right of first refusal set forth in this Section 4 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 4.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 4:

(1) any transfer of Shares to or for the benefit of any spouse, child or grandchild of the Participant, or to a trust for their benefit;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to the right of first refusal set forth in this Section 4.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 4 to one or more persons or entities.

(g) Termination. The provisions of this Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 75% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 4, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

> "The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company."

5. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any other securities of the Company or (b) enter into any swap or other agreement that transfers, in

whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days after the date of the final prospectus relating to the offering (plus up to an additional

34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the "lock-up" period.

6. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

(b) Disqualifying Disposition. If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Transfer Restrictions.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) The Participant agrees that he or she will not transfer any Shares issued pursuant to the exercise of this option unless the transferee, as a condition to such transfer, delivers to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of Section 4 and Section 5; provided that such a written confirmation shall not be required with respect to (1) Section 4 after such provision has terminated in accordance with Section 4(g) or (2) Section 5 after the completion of the lock-up period in connection with the Company's initial underwritten public offering.

8. Provisions of the Plan. This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this option.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name: Michael Heffernan
Title: President and CEO

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2014 Stock Incentive Plan.

By: _____

Address:

Exhibit A

ORIGINAL OPTION

Exhibit B

NOTICE OF STOCK OPTION EXERCISE

Date: (1)

Collegium Pharmaceutical, Inc.
780 Dedham Street, Suite 800
Canton, MA 02021
Attention: President

Dear Sir or Madam:

I am the holder of Incentive Stock Option granted to me under the 2014 Stock Incentive Plan for Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on July 23, 2014 for the purchase of up to shares of Common Stock of the Company at a purchase price of $ per share in replacement of the option originally granted on under the 2012 Stock Incentive Plan of Collegium Pharmaceutical, Inc., a Delaware corporation ("Collegium Delaware") prior to its merger with and into the Company.

I hereby exercise my option to purchase (2) shares of Common Stock (the "Shares"), for which I have enclosed (3) in the amount of (4). Please register my stock certificate as follows:

Name(s): _____(5)

Address:

Social

---

(1) Enter the date of exercise.
(2) Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
(3) Enter "cash", "personal check" or if permitted by the option or Plan, "stock certificates No. XXXX and XXXX".
(4) Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
(5) Enter name(s) to appear on stock certificate: (a) Your name only; or (b) Your name and other name (i.e., John Doe and Jane Doe, Joint Tenants With Right of Survivorship). Note: There may be income and/or gift tax consequences of registering shares in a Child's name.

Security #:

I represent, warrant and covenant as follows:

9. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "Securities Act"), or any rule or regulation under the Securities Act.

10. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.

11. I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

12. I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.

13. I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

Very truly yours,

_____

COLLEGIUM PHARMACEUTICAL, INC.

Non-Statutory Stock Option Agreement
Granted Under 2014 Stock Incentive Plan
(Reincorporation Replacement Option for Options
Originally Granted under 2012 Stock Incentive Plan)

1. Grant of Option.

This agreement evidences the grant by Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on **July 23, 2014** (the "Grant Date") to , a service provider to the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2014 Stock Incentive Plan (the "Plan"), a total of shares (the "Shares") of common stock, $0.001 par value per share, of the Company ("Common Stock") at **$** per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on (the "Final Exercise Date").

The option evidenced by this agreement is awarded pursuant to Section 3.3 of the Agreement and Plan of Merger ("Merger Agreement") dated as of July 10, 2014 between the Company and Collegium Pharmaceutical, Inc., a Delaware corporation that merged with and into the Company ("Collegium Delaware"), in replacement of the incentive stock option (the "Original Option") granted to the Participant on under Collegium Delaware's 2012 Stock Incentive Plan for the purchase of up to shares of Collegium Delaware common stock. A copy of the Original Option is attached hereto as Exhibit A. Participant acknowledges and agrees that this option terminates, cancels and supersedes the Original Option.

It is intended that the option evidenced by this agreement is not intended to be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

(a) This option will become exercisable ("vest") in accordance with the same vesting schedule as the Original Option.

(b) The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing pursuant a notice of exercise in substantially the form attached hereto as Exhibit B, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any consulting or employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's service to the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of service to the Company. If the Participant is party to a severance agreement with the Company that contains a definition of "cause" for termination of service to the Company, "Cause" shall have the meaning ascribed to such term in such agreement.

4. Company Right of First Refusal.

(a) Notice of Proposed Transfer. If the Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Shares acquired upon exercise of this option, then the Participant shall first give

written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 4 shall remain subject to the right of first refusal set forth in this Section 4 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 4.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 4:

(1) any transfer of Shares to or for the benefit of any spouse, child or grandchild of the Participant, or to a trust for their benefit;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to the right of first refusal set forth in this Section 4.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 4 to one or more persons or entities.

(g) Termination. The provisions of this Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 75% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 4, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

> "The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company."

5. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any other securities of the Company or (b) enter into any swap or other agreement that transfers, in

whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days after the date of the final prospectus relating to the offering (plus up to an additional

34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the "lock-up" period.

6. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

(b) Disqualifying Disposition. If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Transfer Restrictions.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) The Participant agrees that he or she will not transfer any Shares issued pursuant to the exercise of this option unless the transferee, as a condition to such transfer, delivers to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of Section 4 and Section 5; provided that such a written confirmation shall not be required with respect to (1) Section 4 after such provision has terminated in accordance with Section 4(g) or (2) Section 5 after the completion of the lock-up period in connection with the Company's initial underwritten public offering.

8. Provisions of the Plan. This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this option.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____
Name: Michael Heffernan
Title: President and CEO

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2014 Stock Incentive Plan.

By: _____

Address:

Exhibit A

ORIGINAL OPTION

Exhibit B

NOTICE OF STOCK OPTION EXERCISE

Date: (1)

Collegium Pharmaceutical, Inc.
780 Dedham Street, Suite 800
Canton, MA 02021
Attention: President

Dear Sir or Madam:

I am the holder of Incentive Stock Option granted to me under the 2014 Stock Incentive Plan for Collegium Pharmaceutical, Inc., a Virginia corporation (the "Company"), on July 23, 2014 for the purchase of up to shares of Common Stock of the Company at a purchase price of **$** per share in replacement of the option originally granted on under the 2012 Stock Incentive Plan of Collegium Pharmaceutical, Inc., a Delaware corporation ("Collegium Delaware") prior to its merger with and into the Company.

I hereby exercise my option to purchase (2) shares of Common Stock (the "Shares"), for which I have enclosed (3) in the amount of (4). Please register my stock certificate as follows:

Name(s): _____(5)

Address:

Social

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(1) Enter the date of exercise.
(2) Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
(3) Enter "cash", "personal check" or if permitted by the option or Plan, "stock certificates No. XXXX and XXXX".
(4) Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
(5) Enter name(s) to appear on stock certificate: (a) Your name only; or (b) Your name and other name (i.e., John Doe and Jane Doe, Joint Tenants With Right of Survivorship). Note: There may be income and/or gift tax consequences of registering shares in a Child's name.

Security #:

I represent, warrant and covenant as follows:

9. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "Securities Act"), or any rule or regulation under the Securities Act.

10. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.

11. I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.

12. I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.

13. I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

Very truly yours,

COLLEGIUM PHARMACEUTICAL, INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("*Agreement*") is effective as of , 2014 by and between Collegium Pharmaceutical, Inc., a Virginia corporation (the "*Company*"), and ("*Indemnitee*").

A. The Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve the Company and its related entities.

B. In order to induce Indemnitee to continue to provide services to the Company, the Company wishes to provide for the indemnification of, and the advancement of expenses to, Indemnitee to the maximum extent permitted by law.

C. The Company and Indemnitee recognize the continued difficulty in obtaining liability insurance for the Company's directors, officers, employees, agents and fiduciaries, the significant increases in the cost of such insurance and the general reductions in the coverage of such insurance.

D. The Company and Indemnitee further recognize the substantial increase in corporate litigation in general, subjecting directors, officers, employees, agents and fiduciaries to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited.

E. In view of the considerations set forth above, the Company desires that Indemnitee shall be indemnified and advanced expenses by the Company as set forth herein.

F. The Company recognizes the Indemnitee is a representative of the Appointing Stockholder (as defined in Section 2(f) hereof) and has certain rights to indemnification and/or insurance provided by the Appointing Stockholder, which Indemnitee and the Appointing Stockholder intend to be secondary to the primary obligation of the Company to indemnify Indemnitee as provided herein, with the Company's acknowledgement and agreement to the foregoing being a material condition to Indemnitee's willingness to serve on the Board of Directors.

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions.

(a) "*Board of Directors*" shall mean the Board of Directors of the Company.

(b) "*Change in Control*" shall mean, and shall be deemed to have occurred if, on or after the date of this Agreement, (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company acting in such capacity or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same

proportions as their ownership of stock of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then outstanding Voting Securities (as defined below), (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors and any new director whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of related transactions) all or substantially all of the Company's assets.

(c) "*Charter Documents*" shall mean the Articles of Incorporation and Bylaws, each as amended from time to time, of the Company.

(d) "*Claim*" shall mean with respect to a Covered Event (as defined below): any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, investigative or other.

(e) References to the "*Company*" shall include, in addition to Collegium Pharmaceutical, Inc., any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which Collegium Pharmaceutical, Inc. (or any of its wholly owned subsidiaries) is a party, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, agents or fiduciaries, so that if Indemnitee is or was a director, officer, employee, agent or fiduciary of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

(f) "*Covered Event*" shall mean any event or occurrence related to the fact that Indemnitee is or was a director, officer, employee, agent and/or fiduciary of the Company, or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, agent and/or fiduciary of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action or inaction on the part of Indemnitee while serving in such capacity.

(g) "*Expense Advance*" shall mean a payment to Indemnitee pursuant to Section 3 of Expenses in advance of the settlement of, or final judgement in, any action, suit, proceeding or alternative dispute resolution mechanism, hearing, inquiry or investigation, which constitutes a Claim.

(h) "*Expenses*" shall mean any and all expenses (including attorneys' fees and all other costs, expenses and obligations incurred in connection with investigating, defending, being a party to or witness in or participating in (including on appeal), or preparing to defend, to be a party to or witness in or to participate in, any action, suit, proceeding, alternative dispute resolution mechanism, hearing, inquiry or investigation), judgments, fines, penalties and amounts paid in settlement (if such settlement is approved in advance by the Company, which approval shall not be unreasonably withheld, conditioned or delayed), actually and reasonably incurred, of any Claim and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement.

(i) "*Independent Legal Counsel*" shall mean an attorney or firm of attorneys, selected in accordance with the provisions of Section 2(d) hereof, who shall not have otherwise performed services for the Company or Indemnitee within the last three years (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).

(j) References to "*other enterprises*" shall include employee benefit plans; references to "*fines*" shall include any excise taxes assessed on Indemnitee with respect to an employee benefit plan; and references to "*serving at the request of the Company*" shall include any service as a director, officer, employee, agent or fiduciary of the Company which imposes duties on, or involves services by, such director, officer, employee, agent or fiduciary with respect to an employee benefit plan, its participants or its beneficiaries; and if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, Indemnitee shall be deemed to have acted in a manner "*not opposed to the best interests of the Company*" as referred to in this Agreement.

(k) "*Reviewing Party*" shall mean, subject to the provisions of Section 2(d), any person or body appointed by the Board of Directors in accordance with applicable law to review the Company's obligations hereunder and under applicable law, which may include a member or members of the Board of Directors, Independent Legal Counsel or any other person or body not a party to the particular Claim for which Indemnitee is seeking indemnification.

(l) "*Section*" refers to a section of this Agreement unless otherwise indicated.

(m) "*Voting Securities*" shall mean any securities of the Company that vote generally in the election of directors.

2. Indemnification.

(a) Indemnification of Expenses. Subject to the provisions of Section 2(b) below, the Company shall indemnify Indemnitee for Expenses to the fullest extent permitted by law if

Indemnitee was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any Claim (whether by reason of or arising in part out of a Covered Event), including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses.

(b) Review of Indemnification Obligations. Notwithstanding the foregoing, in the event any Reviewing Party shall have determined (in a written opinion, in any case in which Independent Legal Counsel is the Reviewing Party) that Indemnitee is not entitled to be indemnified hereunder under applicable law, (i) the Company shall have no further obligation under Section 2(a) to make any payments to Indemnitee not made prior to such determination by such Reviewing Party, and (ii) the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all Expenses theretofore paid in indemnifying Indemnitee; *provided, however*, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee is entitled to be indemnified hereunder under applicable law, any determination made by any Reviewing Party that Indemnitee is not entitled to be indemnified hereunder under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expenses theretofore paid in indemnifying Indemnitee until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's obligation to reimburse the Company for any Expenses shall be unsecured and no interest shall be charged thereon.

(c) Indemnitee Rights on Unfavorable Determination; Binding Effect. If any Reviewing Party determines that Indemnitee substantively is not entitled to be indemnified hereunder in whole or in part under applicable law, Indemnitee shall have the right to commence litigation seeking an initial determination by the court or challenging any such determination by such Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and, subject to the provisions of Section 16, the Company hereby consents to service of process and to appear in any such proceeding. Absent such litigation, any determination by any Reviewing Party shall be conclusive and binding on the Company and Indemnitee.

(d) Selection of Reviewing Party; Change in Control. If there has not been a Change in Control, any Reviewing Party shall be selected by the Board of Directors, and if there has been such a Change in Control (other than a Change in Control which has been approved by a majority of the Board of Directors who were directors immediately prior to such Change in Control), any Reviewing Party with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnification of Expenses under this Agreement or any other agreement or under the Charter Documents, or under any other applicable law, if desired by Indemnitee, shall be Independent Legal Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld, conditioned or delayed). Such counsel, among other things, shall render its written opinion to the Company and Indemnitee as to whether and to what extent Indemnitee would be entitled to be indemnified hereunder under applicable law and the Company agrees to abide by such opinion. The Company agrees to pay the reasonable fees of the Independent Legal Counsel referred to above and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto. Notwithstanding any other provision of this Agreement, the Company shall not be required to pay Expenses of more than one Independent Legal

Counsel in connection with all matters concerning a single Indemnitee, and such Independent Legal Counsel shall be the Independent Legal Counsel for any or all other Indemnitees unless (i) the Company otherwise determines or (ii) any Indemnitee shall provide a written statement setting forth in reasonable detail a

reasonable objection to such Independent Legal Counsel representing other Indemnitees.

(e) Mandatory Payment of Expenses. Notwithstanding any other provision of this Agreement other than Section 11 hereof, to the extent that Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any Claim, Indemnitee shall be indemnified against all Expenses incurred by Indemnitee in connection therewith.

(f) Indemnification of Related Parties. To the extent that Indemnitee is serving on the Board of Directors at the direction of any stockholder of the Company who, pursuant to the Charter Documents or contractual arrangement, shall have the right to elect or appoint Indemnitee to the Board of Directors (collectively with all of such stockholder's affiliated general partner or managing member entities, investment funds and related persons, an "*Appointing Stockholder*"), the Company shall, subject to the terms of Section 10 herein, indemnify and hold harmless such Appointing Stockholder from any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, arising by reason of the fact that Appointing Stockholder has the ability to appoint or elect Indemnitee to the Board of Directors; *provided, however*, that (i) any such indemnification shall be subject to the same limitations set forth herein and (ii) no such indemnification shall be available to any Appointing Stockholder in the event that Indemnitee shall not be entitled to indemnification in the same or any related action or proceeding. The terms of this Agreement as they relate to procedures for indemnification of Indemnitee shall apply to any such indemnification of Appointing Stockholder.

3. Expense Advances.

(a) Obligation to Make Expense Advances. The Company shall make Expense Advances to Indemnitee upon receipt of a written undertaking by or on behalf of the Indemnitee to repay such amounts if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified therefor by the Company.

(b) Form of Undertaking. Any written undertaking by the Indemnitee to repay any Expense Advances hereunder shall be unsecured and no interest shall be charged thereon.

4. Procedures for Indemnification and Expense Advances.

(a) Timing of Payments. All payments of Expenses (including without limitation Expense Advances) by the Company to the Indemnitee pursuant to this Agreement shall be made to the fullest extent permitted by law as soon as practicable after written demand by Indemnitee therefor is presented to the Company, but in no event later than forty-five (45) days after such written demand by Indemnitee is presented to the Company, except in the case of Expense Advances, which shall be made no later than twenty (20) days after such written demand by Indemnitee is presented to the Company.

(b) Notice/Cooperation by Indemnitee. Indemnitee shall, as a condition precedent to Indemnitee's right to be indemnified or Indemnitee's right to receive Expense Advances under this Agreement, give the Company notice in writing as soon as practicable of any Claim made against Indemnitee for which indemnification will or could be sought under this Agreement. Notice to the Company shall be directed to the President or Chief Executive Officer of the Company at the address shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to Indemnitee). In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

(c) No Presumptions; Burden of Proof. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by this Agreement or applicable law. In addition, neither the failure of any Reviewing Party to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by any Reviewing Party that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under this Agreement or applicable law, shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief. In connection with any determination by any Reviewing Party or otherwise as to whether the Indemnitee is entitled to be indemnified hereunder, the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

(d) Notice to Insurers. If, at the time of the receipt by the Company of a notice of a Claim pursuant to Section 4(b) hereof, the Company has liability insurance in effect which may cover such Claim, the Company shall give prompt notice of the commencement of such Claim to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Claim in accordance with the terms of such policies.

(e) Selection of Counsel. In the event the Company shall be obligated hereunder to provide indemnification for, or make any Expense Advances with respect to, the Expenses of any Claim, the Company, if appropriate, shall be entitled to assume the defense of such Claim with

counsel approved by Indemnitee (which approval shall not be unreasonably withheld, conditioned or delayed) upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently employed by or on behalf of Indemnitee with respect to the same Claim; *provided, however*, that (i) Indemnitee shall have the right to employ Indemnitee's separate counsel in any such Claim at Indemnitee's expense and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Company, (B) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company shall not continue to retain such counsel to defend such Claim, then the fees and expenses of Indemnitee's separate counsel shall be Expenses for which Indemnitee may receive indemnification or Expense Advances hereunder.

5. Additional Indemnification Rights; Nonexclusivity.

(a) Scope. The Company hereby agrees to indemnify the Indemnitee to the fullest extent permitted by law, notwithstanding that such indemnification is not specifically authorized by the other provisions of this Agreement, the Charter Documents or by statute. In the event of any change after the date of this Agreement in any applicable law, statute or rule which expands the right of a Virginia corporation to indemnify a member of its board of directors or an

officer, employee, agent or fiduciary, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits afforded by such change. In the event of any change in any applicable law, statute or rule which narrows the right of a Virginia corporation to indemnify a member of its board of directors or an officer, employee, agent or fiduciary, such change, to the extent not otherwise required by such law, statute or rule to be applied to this Agreement, shall have no effect on this Agreement or the parties' rights and obligations hereunder, except as set forth in Section 11(a) hereof.

(b) Nonexclusivity. The indemnification and the payment of Expense Advances provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Charter Documents, any other agreement, any vote of stockholders or disinterested directors, the Virginia Stock Corporation Act, or otherwise. The indemnification and the payment of Expense Advances provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving in an indemnified capacity even though subsequent thereto Indemnitee may have ceased to serve in such capacity.

6. No Duplication of Payments. Except as otherwise set forth in Section 10 below, the Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, provision of the Charter Documents or otherwise) of the amounts otherwise payable hereunder.

7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses to which Indemnitee is entitled;

provided, however, that the foregoing shall not affect the rights of Indemnitee or the Appointing Stockholder set forth in Section 10 below.

8. Mutual Acknowledgment. Both the Company and Indemnitee acknowledge that in certain instances, federal law or applicable public policy may prohibit the Company from indemnifying its directors, officers, employees, agents or fiduciaries under this Agreement or otherwise. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

9. Liability Insurance. To the extent the Company maintains liability insurance applicable to directors, officers, employees, agents or fiduciaries, Indemnitee shall be covered by such policies in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary.

10. Primacy of Indemnification. The parties hereby acknowledge that Indemnitee is serving on the Board of Directors at the direction of the Appointing Stockholder and that Indemnitee has certain rights to indemnification, expense advancement and/or insurance from the Appointing Stockholder. The parties further acknowledge that, where two or more indemnitors have agreed to indemnify the same person for the same activity and the same risk, some courts have held that all of the indemnitors are equally liable for any indemnifiable amounts, and thus any indemnitor that pays more than its share of such amounts may seek contribution from the remaining indemnitors. With this Section 10, the parties to this Agreement intend to establish a hierarchy of indemnification obligations as between the Company and the Appointing Stockholder. To that end, the parties hereby agree that (i) with respect to Indemnitee's service as a director, officer, employee, agent and/or fiduciary of the Company, the Company's obligations under this Agreement shall be the primary source of indemnification and advancement, while the Appointing Stockholder's indemnification and advancement obligations shall be secondary to those of the Company under this Agreement, (ii) the Company shall be required to make all Expense Advances and the Company shall be liable for all of Indemnitee's Expenses to the extent required by this Agreement and the Charter Documents, without regard to any rights Indemnitee may have against the Appointing Stockholder, (iii) the Company irrevocably waives, relinquishes and releases any and all claims against the Appointing Stockholder for contribution, subrogation or any other recovery of any kind in connection with the Company's obligations under this Agreement, (iv) no advancement or payment of any kind by the Appointing Stockholder on behalf of the Indemnitee shall affect the foregoing, and (v) to the extent that the Appointing Stockholder advances or pays any amounts that the Company is obligated to advance or indemnify under this Agreement, the Appointing Stockholder, as an express third-party beneficiary of this Agreement, shall have a right of contribution and/or subrogation against the Company for any such amounts. The Company acknowledges and agrees that the foregoing terms are material conditions to the Indemnitee's decision to enter into this Agreement.

11. Exceptions. Notwithstanding any other provision of this Agreement, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Excluded Action or Omissions. To indemnify Indemnitee for Expenses resulting from acts, omissions or transactions for which Indemnitee is prohibited from receiving indemnification under this Agreement or applicable law; *provided, however*, that notwithstanding any limitation set forth in this Section 11(a) regarding the Company's obligation to provide indemnification, Indemnitee shall be entitled under Section 3 to receive Expense Advances hereunder with respect to any such Claim unless and until a court having jurisdiction over the Claim shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee has engaged in acts, omissions or transactions for which Indemnitee is prohibited from receiving indemnification under this Agreement or applicable law.

(b) Claims Initiated by Indemnitee. To indemnify or make Expense Advances to Indemnitee with respect to Claims initiated or brought voluntarily by Indemnitee and not by way of defense, counterclaim or cross claim, except (i) with respect to actions or proceedings brought to establish or enforce a right to indemnification under this Agreement or any other agreement or insurance policy or under the Charter Documents relating to Claims for Covered Events, (ii) in specific cases if the Board of Directors has approved the initiation or bringing of such Claim, (iii) as otherwise required under the Virginia Stock Corporation Act; and (iv) with respect to actions or proceedings under any insurance policies maintained by the Company to enforce any of the terms thereof), regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification or insurance recovery, as the case may be.

(c) Lack of Good Faith. To indemnify Indemnitee for any Expenses incurred by the Indemnitee with respect to any action instituted (i) by Indemnitee to enforce or interpret this Agreement, if a court having jurisdiction over such action determines as provided in Section 14 that each of the material assertions made by the Indemnitee as a basis for such action was not made in good faith or was frivolous, or (ii) by or in the name of the Company to enforce or interpret this Agreement, if a court having jurisdiction over such action determines as provided in Section 14 that each of the material defenses asserted by Indemnitee in such action was made in bad faith or was frivolous.

(d) Claims Under Section 16(b). To indemnify Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended, or any similar successor statute; *provided, however*, that notwithstanding any limitation set forth in this Section 11(d) regarding the Company's obligation to provide indemnification, Indemnitee shall be entitled under Section 3 to receive Expense Advances hereunder with respect to any such Claim unless and until a court having jurisdiction over the Claim shall have made a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee has violated said statute.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

13. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect, and whether by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a director, officer, employee, agent or fiduciary (as applicable) of the Company or another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise at the Company's request.

14. Expenses Incurred in Action Relating to Enforcement or Interpretation. In the event that any action is instituted by Indemnitee under this Agreement or under any liability insurance policies maintained by the Company to enforce or interpret any of the terms hereof or thereof, Indemnitee shall be entitled to be indemnified for all Expenses incurred by Indemnitee with respect to such action (including, without limitation, attorneys' fees), regardless of whether Indemnitee is ultimately successful in such action, unless as a part of such action a court having jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material assertions made by Indemnitee as a basis for such action was not made in good faith or was frivolous; *provided, however*, that until such final judicial determination is made, Indemnitee shall be entitled under Section 3 to receive payment of Expense Advances hereunder with respect to such action. In the event of an action instituted by or in the name of the Company under this Agreement to enforce or interpret any of the terms of this Agreement, Indemnitee shall be entitled to be indemnified for all Expenses incurred by Indemnitee in defense of such action (including, without limitation, costs and expenses incurred with respect to Indemnitee's counterclaims and cross-claims made in such action), unless as a part of such action a court having jurisdiction over such action makes a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that each of the material defenses asserted by Indemnitee in such action was made in bad faith or was frivolous; *provided, however*, that until such final judicial determination is made, Indemnitee shall be entitled under Section 3 to receive payment of Expense Advances hereunder with respect to such action.

15. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and signed for by the party addressed, on the date of such delivery, or (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked. Addresses for notice to either party are as shown on the signature page of this Agreement or as subsequently modified by written notice.

16. Consent to Jurisdiction. The Company and Indemnitee each hereby irrevocably consent to the jurisdiction of the courts of the Commonwealth of Virginia for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

17. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Agreement (including without limitation each portion of this Agreement containing any provision held to be invalid, void or otherwise unenforceable, that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

18. Choice of Law. This Agreement, and all rights, remedies, liabilities, powers and duties of the parties to this Agreement, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to principles of conflicts of laws.

19. Subrogation. Except as otherwise set forth in Section 10 above, in the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Appointing Stockholder), who shall execute all documents required and shall do all acts necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

20. Amendment and Termination. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by both the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

21. Integration and Entire Agreement. This Agreement sets forth the entire understanding between the parties hereto and supersedes and merges all previous written and oral negotiations, commitments, understandings and agreements relating to the subject matter hereof between the parties hereto.

22. No Construction as Employment Agreement. Nothing contained in this Agreement shall be construed as giving Indemnitee any right to be retained in the employ of the Company or any of its subsidiaries or affiliated entities.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first above written.

COLLEGIUM PHARMACEUTICAL, INC.

By: _____

Name: _____

Title: _____

Address:

Agreed to and accepted by:

INDEMNITEE:

_____

Address:

SCHEDULE OF MATERIAL DIFFERENCES TO EXHIBIT 10.21

Name
Robert Jevon
Gino Santini
John Freund
David Hirsch
Patrick Heron
Michael Heffernan
Garen Bohlin

Exhibit 10.22

Collegium Pharmaceutical, Inc.
780 Dedham Street, Suite 800
Canton, MA 02021

July , 2014

Re: Management Rights

Ladies and Gentlemen:

This letter will confirm our agreement that due to our ownership of shares of Preferred Stock of Collegium Pharmaceutical, Inc., a Virginia corporation (the "**Company**"), (the "**Investor**") shall be entitled to the following contractual management rights, in addition to any rights to non-public financial information, inspection rights, and other rights specifically provided to all investors in the Company:

1. If Investor is not represented on the Company's Board of Directors, Investor shall be entitled to consult with and advise management of the Company on significant business issues, including management's proposed annual operating plans, and management will meet with Investor regularly during each year at the Company's facilities at mutually agreeable times for such consultation and advice and to review progress in achieving said plans.

2. Investor may examine the books and records of the Company and inspect its facilities and may request information at reasonable times and intervals concerning the general status of the Company's financial condition and operations, provided that access to highly confidential proprietary information and facilities need not be provided.

3. If Investor is not represented on the Company's Board of Directors, the Company shall, concurrently with delivery to the Board of Directors, give a representative of Investor copies of all notices, minutes, consents and other material that the Company provides to its directors, except that the representative may be excluded from access to any material or meeting or portion thereof if the Board of Directors determines in good faith, upon advice of counsel, that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information, or for other similar reasons. Upon reasonable notice and at a scheduled meeting of the Board of Directors or such other time, if any, as the Board of Directors may determine in its sole discretion, such representative may address the Board of Directors with respect to Investor's concerns regarding significant business issues facing the Company.

Investor agrees that any confidential information provided to or learned by it in connection with its rights under this letter shall be subject to the confidentiality provisions set forth in that certain Investor Rights Agreement of even date herewith by and among the Company, the Investor and other investors.

The rights described herein shall terminate and be of no further force or effect upon (a) such time as no shares of the Company's stock are held by the Investor or its affiliates; (b) the consummation of the sale of the Company's securities pursuant to a registration statement filed

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by the Company under the Securities Act of 1933, as amended, in connection with the firm commitment underwritten offering of its securities to the general public; or (c) the consummation of a merger or consolidation of the Company that is effected (i) for independent business reasons unrelated to extinguishing such rights; and (ii) for purposes other than (A) the reincorporation of the Company in a different state; or (B) the formation of a holding company that will be owned exclusively by the Company's stockholders and will hold all of the outstanding shares of capital stock of the Company's successor. The confidentiality obligations referenced herein will survive any such termination. This letter replaces and supersedes that certain management rights letter entered into by and between the Investor and Collegium Pharmaceutical, Inc., a Delaware corporation, which merged with and into the Company on the date hereof.

Very truly yours,

[INVESTOR]

By: _____
Name: _____
Title: _____

Agreed and Accepted:

Collegium Pharmaceutical, Inc.

By: _____
Name: _____
Title: _____

SCHEDULE OF MATERIAL DIFFERENCES TO EXHIBIT 10.22

Name
Boston Millennia Partners II Limited Partnership
Boston Millennia Partners II-A Limited Partnership
Boston Millennia Partners GMBH & Co. KG

Boston Millennia Associates II Partnership
Strategic Advisors Fund Limited Partnership
Frazier Healthcare VI, L.P.
Skyline Venture Partners V, L.P.
Longitude Venture Partners, L.P.
Longitude Capital Associates, L.P.

COLLEGIUM PHARMACEUTICAL, INC.
CONFIDENTIALITY AND INVENTIONS AGREEMENT

In consideration of my employment ("Employment") by Collegium Pharmaceutical, Inc. or its subsidiaries (together, the "Company"), I agree as follows:

1. Nondisclosure and Nonuse of Confidential Information. Except as required by the nature of my duties or with the prior written approval of an authorized officer of the Company, I will never, during my Employment or thereafter, use or disclose any confidential information of the Company or any of its customers. By way of illustration, but not limitation, "confidential information" may include discoveries, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. I will comply with the Company's policies and procedures for the protection of confidential information.

2. Use and Return of Documents. I will not disclose any documents, records, tapes and other media that contain confidential information and will not copy any such material or remove it from the Company's premises, except as required by the nature of my duties or as approved by an authorized officer of the Company. Upon termination of my Employment, I will return to the Company all copies of documents, records, tapes and other media that contain confidential information.

3. Assignments of Rights. I will promptly disclose to the Company all inventions, discoveries, methods, processes, works, and concepts (whether or not patentable or copyrightable or constituting trade secrets) conceived, created, developed or reduced to practice by me (whether alone or with others, and whether or not during normal business hours or on or off the Company premises) in the course of my Employment ("Property"). I assign to the Company my full right, title and interest to all Property and all related patents, patent applications, copyrights and copyright applications. I agree to execute such documents and take such action reasonably requested by the Company in connection with the Property. I will not charge the Company for my time spent in complying with this obligation. All copyrightable works that I create shall be considered "works made for hire."

4. Non-Recruitment. During the period of my Employment and for a period of two years after termination of the Employment, I will not hire or assist in hiring any employees of the Company or encourage any employee of the Company to become employed in any business competitive with the Company's business, nor encourage any consultant, supplier, partner, collaborator or customer of the Company or with which the Company has engaged in discussions during the term of my Employment to discontinue its relationship with the Company or enter into a relationship that is competitive with the Company.

5. Employment. Except as provided otherwise in any other agreement between me and the Company, my Employment is "at will" and either the Company or I may terminate my Employment at any time with or without cause. My Employment and my execution and performance of this

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Agreement do not conflict with any obligations of mine to third parties. I will not disclose to the Company any proprietary information of any third party without the consent of the third party.

6. Remedies. I understand that if I violate this Agreement, the harm to the Company could be irreparable. I agree that, in addition to any other remedies provided by law, the Company will be entitled to obtain injunctive relief against any such violation without having to post a bond.

7. Consent to Jurisdiction. I consent to the jurisdiction of the federal and state courts in Massachusetts (or, if different, the state of the Company's corporate headquarters) in respect of any matter relating to this Agreement and agree that any dispute relating to this Agreement shall be litigated exclusively in such courts.

8. General. This Agreement is for the benefit of the Company and its successors and assigns. This Agreement will take effect as a sealed instrument, will continue in effect after termination of my Employment for any reason, and will be governed by Massachusetts law. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be still enforceable.

Date:

Name (print):

Accepted:

COLLEGIUM PHARMACEUTICAL, INC.

By:

Title:

SCHEDULE OF MATERIAL DIFFERENCES TO EXHIBIT 10.23

Name
Paul Brannelly
Douglas R. Carlson
Ernest A. Kopecky
Allison B. Fleming
Said Saim

Confidential Offer Letter

January 30, 2015

Paul Brannelly
***

Dear Paul,

Collegium Pharmaceutical, Inc. is very pleased to present you with the following offer to join our organization. This letter outlines our offer as described below. We consider this position to be very important to our Company's success. As we continue to grow, we believe this position will offer you the opportunity for professional growth while allowing you to make contributions which will further the Company's goals.

Position Title: EVP & Chief Financial Officer

Responsibilities:

- Direct and oversee all aspects of the Finance & Accounting functions of the organization.
- Direct and oversee all aspects of Human Resources, IT and Investor Relations functions of the organization.
- Provide leadership in the development for the continuous evaluation of short and long-term strategic financial objectives.
- Coordinate the development and monitoring of budgets.
- Develop financial business plans and forecasts and evaluate and advise on the impact of long range planning, introduction of new programs/ strategies and regulatory action.
- Ensure that effective internal controls are in place and ensure compliance with GAAP and applicable federal, state and local regulatory laws and rules for financial and tax reporting.
- Represent the company to financial partners, including financial institutions, investors, foundation executives, auditors, public officials, etc.
- Coordinate audits and proper filing of tax returns.

Reporting to: Michael Heffernan, President & CEO

Compensation: Starting annual salary of $300,000 (paid bi-weekly)

Bonus: Eligible to receive up to 35% of base salary upon achieving agreed upon performance objectives. You will eligible for participation in 2015 bonus program

780 Dedham Street, Suite 800 · Canton, MA · 02021 | *tel* 781.713.3600 | *fax* 781.828.4697 |

Stock Options: You will be granted an option to purchase 500,000 shares at fair market value. A copy of the Company's Stock Option Plan will be provided to you.

Stock Repurchase Agreement: A mutually agreeable stock repurchase agreement will be implemented.

Benefits: *Vacation/Sick Time* — You will be entitled to four (4) weeks of accrued vacation & sick time per year.

Health & Dental Insurance — You will have the opportunity to participate in the Company's group health insurance (BCBS of Massachusetts) and dental insurance (Delta Dental) plans as well as an HSA (Health Savings Account).

401K Plan — The Company offers a 401(k) plan in which you will be eligible to participate upon completion of three (3) full calendar months of employment.

Group Life, STD & LTD Insurance — Per the company plan, currently at no cost to the employee.

Start Date: February 4, 2015

The Company requires that you execute our standard Employee Confidentiality and Inventions Agreement and comply with all Federal and State employment laws and regulations. All company employment offers are subject to a standard 90-day probationary period.

If the terms of this offer are acceptable, please indicate by signing and returning this letter to me. Please feel free to contact me if you have any questions. We look forward to having you join our team.

Best Regards,

Michael T. Heffernan
President & CEO

/s/ Michael Heffernan
Authorized Signature

Accepted by: /s/ Paul Brannelly

Date: 2/4/2015

COLLEGIUM PHARMACEUTICAL, INC.
TRANSACTION BONUS PLAN

This Transaction Bonus Plan (this "***Plan***") was approved by the Board of Directors (the "***Board***") of Collegium Pharmaceutical, Inc., a Virginia corporation (the "***Company***"), on July 23, 2014, and shall be effective upon the approval of the holders of at least a majority of the Company's outstanding capital stock and the holders of at least a majority of the Company's outstanding preferred stock.

SECTION 1. PURPOSE.

The purpose of the Plan is to secure and retain the services of certain key personnel of the Company and to provide incentives for such persons to exert maximum efforts to achieve a successful Sale of the Company.

SECTION 2. DEFINED TERMS.

(a) Definitions. For purposes of the Plan:

(i) ***"Administrator"*** means the Preferred Directors. For purposes of clarity, the action of at least a majority of the Preferred Directors shall be deemed to be the action of the Administrator.

(ii) ***"Affiliate"*** means, with respect to any person, a person that directly or indirectly controls, is controlled by, or is under common control with such person.

(iii) *"**Articles of Incorporation**"* means the Company's articles of incorporation then in effect as it may be amended and restated from time to time.

(iv) *"**Code**"* means the Internal Revenue Code of 1986, as amended.

(v) *"**Deemed Liquidation Event**"* shall have the meaning given it in the Company's Articles of Incorporation.

(vi) ***"Net Proceeds"*** means, the sum of any cash and the fair market value of any securities or other property, in each case as determined by the Administrator in its sole discretion, received by the Company's shareholders in connection with and pursuant to the Sale of the Company; provided that, Net Proceeds will be determined after Debt Repayment and net of all transaction costs, professional fees, and other expenses incurred by the Company, its subsidiaries or any one or more of the Company's shareholders in connection with the Sale of the Company; provided, further Net Proceeds will be determined without giving effect to payment of the Transaction Bonuses payable under this Plan. For purposes of this definition, "***Debt Repayment***" means repayment, including any prepayment, at the time of the Sale of the Company of any debt owed by the Company or any of its subsidiaries to any party (including any Company shareholder) to the extent repaid by the Company, and of its subsidiaries or the Company's shareholders (as the case may be) or satisfied from the Company's cash or transaction proceeds otherwise payable to the Company, its subsidiaries or the Company's shareholders (as the case may be). Any proceeds payable in a form other than cash shall be

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valued at the value ascribed to them in the documents governing the Sale of the Company, and if none, then at their fair market value as determined by the Board in its sole discretion.

(vii) "***Participant***" means a service provider to the Company identified in Schedule A.

(viii) "***Person***" means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.

(ix) *"**Preferred Directors**"* shall have the meaning given it in the Company's Articles of Incorporation.

(x) "***Sale of the Company***" means the closing of a bona fide arms-length transaction or series of related transactions constituting a Deemed Liquidation Event. Notwithstanding the foregoing, in no event will a Sale of the Company be deemed to occur with respect to any Transaction Bonus that constitutes "nonqualified deferred compensation" within the meaning of Section 409A of the Code unless such Sale of the Company constitutes a "change in control event" within the meaning of Section 409A of the Code and the Treasury Regulations promulgated thereunder.

(xi) "***Transaction Bonus***" means a bonus pursuant to this Plan.

SECTION 3. ADMINISTRATION.

The Plan will be administered by the Administrator. The Administrator is authorized to interpret the Plan, correct any defect, supply any omission or reconcile any inconsistency in the manner and to the extent it deems necessary to carry out the purposes and intent of the Plan. All decisions made by the Administrator with respect to the Plan will be final and binding on all persons, including the Company and Participants. No director will be liable for any good faith determination, act or omission in connection with the Plan.

SECTION 4. COMMENCEMENT AND CESSATION OF ELIGIBILITY.

(a) Designation of Eligible Participants. Awards under this Plan may be made from time to time and each Participant will be notified of his or her participation hereunder in writing, which writing will also specify the Transaction Bonus amount that he or she is eligible to earn.

(b) Cessation of Rights Upon Termination Before Sale of the Company. Except as otherwise provided in a Participant's employment agreement (or similar agreement or arrangement) with the Company, if a Participant's employment by the Company (or its Affiliates) ceases for any reason prior to a Sale of the Company, then such Participant's interest in, and potential right to receive any payment under this Plan, will automatically cease and the Board may (but is not

required to) reallocate that Participant's interest in the Aggregate Transaction Bonus Pool (defined below) to other Participants (who may be either new or existing Participants).

(c) Unallocated Portions. If any portion of the Aggregate Transaction Bonus Pool is unallocated at the time of a Sale of the Company, such unallocated portion will not be paid and shall be available for distribution to the Company and its shareholders pursuant to the terms of the agreements governing the Sale of the Company, unless the Board determines otherwise.

SECTION 5. PAYMENT OF TRANSACTION BONUS.

(a) Bonus Amounts. The aggregate amount of the Transaction Bonus payable to all Participants under this Plan ("***Aggregate Transaction Bonus Pool***") shall be the applicable percentage of Net Proceeds depending the aggregate value of Net Proceeds distributable to shareholders of the Company in connection with a Sale of the Company as set forth on Schedule A. Each Participant's participation amount shall also be set forth on Schedule A, as in effect from time to time.

(b) Timing of Bonus Payments; Structure of Sale of the Company.

(i) General. Subject to Sections 5(b)(ii) and (iii) below, each Participant who is actively employed by the Company on the effective date of a Sale of the Company will be paid his or her applicable Transaction Bonus within thirty (30) business days following the effective date of the Sale of the Company and the receipt of the proceeds by the Company.

(ii) Release. Payment of any Transaction Bonus, or any portion thereof, shall be conditioned on the Participant's execution and delivery, at the time each portion of the Transaction Bonus is payable, of a general release of claims against the Company and its Affiliates, and their respective successors, in a form reasonably prescribed by the Company (or its successor) that becomes effective and irrevocable within thirty (30) days after the applicable payment event.

(iii) Escrow, Contingencies, Earn-Outs. If some or all of the consideration paid or payable to the Company's shareholders in connection with a Sale of the Company is delayed, placed in escrow or subject to earn-outs or other contingencies, then (and only to the extent that the terms of such escrow, earn-out or contingency constitute a substantial risk of forfeiture), a *pro rata* portion of each Participant's Transaction Bonus will similarly be held back and paid (subject to Section 5(c)(ii)) only as the corresponding portion of the consideration is paid or distributed from escrow. If such additional consideration is paid, the Board shall recalculate each Participant's Transaction Bonus amount taking into account such additional consideration, and to the extent that such additional consideration results in a higher applicable percentage of Net Proceeds to which the Participant is eligible to receive, the Company shall pay the Participant the recalculated Transaction Bonus amount, less the Transaction Bonus amount(s) previously paid to him, within fifteen (15) days following the payment of such additional consideration.

(iv) Form of Transaction Bonus Payments. A Transaction Bonus will be paid in the same form or forms of payment (whether cash, securities or other property) as consideration is paid to holders of Common Stock in connection with the Sale of the Company.

SECTION 6. WITHHOLDING; TAXES.

The Company will withhold from any Transaction Bonus (or from any other compensation payable to a Participant) all taxes and other payroll deductions required to be withheld from any Transaction Bonus. Alternatively, if required by the Company, as an additional condition of payment hereunder, a Participant will make arrangements satisfactory to the Company for the payment of any such taxes and other deductions.

SECTION 7. AMENDMENT; TERMINATION.

(a) Subject to any written employment agreement of a Participant, this Plan (including Schedule A) may be amended or terminated by the Administrator at any time prior to a Sale of the Company. Following a Sale of the Company, the terms of the Plan may not be amended except as set forth in Section 8

(b) This Plan shall terminate immediately upon the occurrence of a Sale of the Company; *provided that* the obligation to make any payments in connection with such Sale of the Company required pursuant to the terms hereof shall remain outstanding until satisfied in full.

SECTION 8. SECTION 409A.

(a) For the avoidance of doubt, it is intended that the benefits payable under this Plan satisfy, to the greatest extent possible, the exemption from the application of Section 409A of the Code provided under Treasury Regulation Section 1.409A-1(b)(4) and, to the extent not so exempt, that the benefits payable under this Plan constitute "transaction-based compensation" that complies, and this Plan be interpreted to the greatest extent possible to be consistent, with Treasury Regulation Section 1.409A-3(i)(5)(iv)(A).

(b) Notwithstanding any provision to the contrary in this Plan, any Transaction Bonus deemed by the Board to be deferred compensation subject to Section 409A of the Code shall be paid on the thirtieth (30th) day following the date the event giving rise to payment occurs.

(c) For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), a Participant's right to receive the installment payments under this Plan shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

SECTION 9. PARACHUTE PAYMENTS.

(a) Notwithstanding anything herein to the contrary, if any payment or benefit a Participant would receive from the Company pursuant to this Plan or otherwise (a "***Payment***") would (1) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (2) but for this Section 9, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then such Payment shall be equal to either (i) the largest portion of the Payment that

would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (ii) the entire Payment, whichever amount after taking into account all applicable

federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in such Participant's receipt, on an after-tax basis, of the greatest amount of the Payment to the Participant. If a reduction in the Payment is to be made, (x) the Payment will be paid only to the extent permitted under clause (i), and the Participant will have no rights to any additional payments and/or benefits constituting the Payment, and (y) reduction in payments and/or benefits will occur in the following order: (A) reduction of cash payments; (B) cancellation of accelerated vesting of equity awards other than stock options; (C) cancellation of accelerated vesting of stock options; and (D) reduction of other benefits payable to the Participant. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant of the Participant's equity awards.

(b) The accounting firm engaged by the Company for general tax purposes as of the day prior to the Closing will perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the acquiring company or otherwise refuses to make such calculations, the Company will appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company will bear all expenses with respect to the determinations by such firm required to be made hereunder. The accounting firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting documentation, to the Company and the Participants within fifteen (15) days before the Closing (if requested at that time by the Company or the Participant) or such other reasonable time as requested by the Company or a Participant. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it will furnish the Company with documentation reasonably acceptable to the Company that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder will be final, binding and conclusive upon the Company and the Participants.

(c) Notwithstanding the foregoing, to the extent that any of the payments to be provided under this Plan to any of the Participants would result in a Parachute Excise Tax, each Participant in his or her sole discretion may elect to condition the receipt of all or a portion of his or her Transaction Bonus upon shareholder approval in accordance with Section 280G(b)(5)(B) of the Code and regulations thereunder. If so elected by a Participant, the Company shall submit such payments to the Company's shareholders for their approval in accordance with Section 280G(b)(5)(B) of the Code and regulations thereunder and recommend the approval of such payments. If such approval is not obtained in accordance with Section 280G(b)(5)(B) of the Code and regulations thereunder, the amounts otherwise payable under this Plan shall be paid in such lesser amount that would result in no portion of the applicable payments being subject to Excise Tax.

SECTION 10. INALIENABILITY.

The rights and interests of a Participant under this Plan shall not be subject to voluntary or involuntary assignment, pledge, alienation or transfer, other than through the law of descent and distribution, and any attempt to accomplish the same shall be null and void and of no effect.

SECTION 11. APPLICABLE LAW.

The provisions of the Plan will be construed, administered and enforced in accordance with the laws of the Commonwealth of Virginia, without application of the principles of conflicts of laws.

SECTION 12. SEVERABILITY.

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included.

SECTION 13. NO RIGHT TO CONTINUED EMPLOYMENT.

This Plan does not confer upon any Participant the right to continued employment with the Company or otherwise interfere with the right of the Company to terminate any Participant's employment at any time for any reason. No amounts paid to a Participant under this Plan shall be considered to be salary or other compensation for purposes of computing such Participant's benefits under any plan or arrangement maintained by the Company or its Affiliates for its employees.

SECTION 14. UNFUNDED NATURE OF THE PLAN.

The Plan is unfunded. The Company will not establish any special or separate fund or segregate any of its assets to assure payment hereunder. The entitlement of any Participant to any payment hereunder will confer on that person no rights other than the rights of an unsecured general creditor of the Company, and no Participant shall have any right, title or interest in or to any assets of the Company by reason of any obligation of the Company to such Participant under this Plan.

SECTION 15. EXCLUSIVE TERMS AND CONDITIONS.

This document, together with each award notification, constitutes the entire written instrument under which the Plan is maintained and supersedes for each Participant any prior or contemporaneous plan, policy, practice, agreement or understanding regarding the payment of bonuses or other compensation in connection with a Sale of the Company.

SCHEDULE A

AGGREGATE TRANSACTION BONUS POOL

NET PROCEEDS ($mm)	AGGREGATE TRANSACTION BONUS POOL (as a % of Net Proceeds)*
less than 100	0%
100	1.08%
150	2.00%
200	2.66%
250	2.88%
300	3.01%
350	3.11%
400	3.18%
450	3.25%
500	3.31%
550	3.36%
600	3.41%
650	3.44%
700	3.47%
750	3.49%
800 or more	3.50%

PARTICIPANTS & TRANSACTION BONUS AMOUNTS

PARTICIPANT	NET PROCEEDS ($mm)	TRANSACTION BONUS (as a % of Net Proceeds)*
Michael Heffernan	less than 100	0%
	100	1.02%
	150	1.90%
	200	2.33%
	250	2.59%
	300	2.76%
	350	2.88%
	400	2.97%
	450	3.04%
	500	3.10%
	550	3.15%
	600	3.19%
	650	3.22%
	700	3.25%
	750	3.27%
	800 or more	3.29%

[other Participants eligible to receive a Transaction Bonus may be added from time to time]

*To the extent that Net Proceeds falls between two thresholds, the actual Total Transaction Bonus Pool and Transaction Bonus amounts shall be determined by using a mathematical straight-line average calculation. For example, if Net Proceeds are $125mm, the payout for Michael Heffernan would be 1.46% (1.02+1.90)/2.

COLLEGIUM Pharmaceutical

Collegium Pharmaceutical, Inc. Noncompetition, Confidentiality and Inventions Agreement

In consideration of my employment ("Employment") by Collegium Pharmaceutical, Inc. or its subsidiaries (together, the "Company"), I, Michael Heffernan, agree as follows:

1. Noncompetition. During the period of my Employment by the Company and for one year following the termination of my Employment, regardless of the reasons for my termination, I shall not, directly or indirectly, (i) accept employment with any business or entity that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company, or (ii) engage in any business or activity (whether alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder) that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company wherever the Company does business, does or plans to do business or sells or markets its products or services. My ownership of less than 1% of the equity securities of any publicly traded Company will not by itself violate the terms of this Section.

In the event that I seek to be employed by a third party and my employment with such third party after the termination of my Employment with the Company would violate the noncompetition provisions of this Section, the Board of the Directors will, upon request by me and upon notice given a reasonable period of time prior to commencement of such employment (not to exceed ten (10) business days), release me from the noncompetition provisions of this Section if it determines, in good faith, that my employment with such third party would not adversely affect the Company. The factors to be considered by the Board may include the scope of business activities conducted by the prospective third party employer, the nature of the employment services proposed to be rendered by me to the third party employer, and the risk of the disclosure of the Company's confidential information that may be entailed in connection with the proposed employment. I agree to provide the Board with all information that may reasonably aid the Board in making its determination.

2. Nondisclosure and Nonuse of Confidential Information. Except as required by the nature of my duties or with the prior written approval of an authorized officer of the Company, I will never, during my Employment or thereafter, use or disclose any confidential information of the Company or any of its customers, including without limitation customer lists, market research, strategic plans or other information or discoveries, inventions, improvements, know-how, methods or other trade secrets, whether developed by me or others. Without limiting the generality of the foregoing, I will comply with the Company's policies and procedures for the protection of confidential information.

3. Use and Return of Documents. I will not disclose any documents, records, tapes and other media that contain confidential information and will not copy any such material or remove it from the Company's premises, except as required by the nature of my duties or as approved by an authorized officer of the Company. Upon termination of my Employment, I will promptly return to the Company all copies of documents, records, tapes and other media that contain confidential information.

4. Assignments of Rights. I will promptly disclose to the Company all inventions, discoveries, methods, processes, works, and concepts (whether or not patentable or copyrightable or constituting trade secrets) conceived, created, developed or reduced to practice by me (whether alone or with others, and whether or not during normal business hours or on or off the Company premises) in the course of my Employment ("Property"). I assign to the Company my full right, title and interest to all

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Property. I agree to execute such documents and take such action reasonably requested by the Company in connection with the Property. If the Company is unable, after reasonable effort, to secure my signature on any such documents, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection on the Property with the same legal force and effect as if executed by me. I will not charge the Company for my time spent in complying with this obligation. All copyrightable works that I create shall be considered "works made for hire."

5. Non-Recruitment. During the period of my Employment and for a period of one (1) year after termination of the Employment, I will not solicit or assist in soliciting any employees of the Company or encourage any employee of the Company to become employed in any business competitive with the Company's business and I will not encourage or facilitate any company or business organization that employs me or is controlled by me to do likewise. I will not encourage, facilitate or cause any consultant, supplier, partner, collaborator or customer of the Company or with which the Company has engaged in discussions during the term of my Employment to discontinue its relationship with the Company or enter into a relationship that is competitive with the Company. I will not encourage or facilitate any company or business organization that employs me or is controlled by me to do likewise. During the period of my Employment by the Company and for one year following the termination of my Employment, I shall not, directly or indirectly, alone or as a consultant, partner, officer, director, employee, joint venturer, lender or stockholder of any entity, solicit or do business with any customer of the Company (i) with whom I have had contact or (ii) about whom I obtained information, or became familiar with during the course of my Employment with the Company, but only to extent such solicitation or business activity would be in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company.

6. Employment. The terms of my Employment are set forth in that certain letter agreement dated the date hereof between me and the Company. My Employment and my execution and performance of this Agreement do not conflict with or breach any existing agreements or obligations of mine to third parties. I will not disclose to the Company any proprietary information of any third party without the consent of the third party.

7. Remedies. I understand that if I violate this Agreement, the harm to the Company could be irreparable. I agree that, in addition to any other remedies provided by law, the Company will be entitled to obtain injunctive relief, specific performance or other equitable relief against any such violation without having to post a bond.

8. Consent to Jurisdiction. I consent to the jurisdiction of the federal and state courts in Rhode Island (or, if different, the state of the Company's corporate headquarters) in respect of any matter relating to this Agreement and agree that any dispute relating to this Agreement shall be litigated exclusively in such courts.

9. Amendment and Waiver. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

10. General. This Agreement is for the benefit of the Company and its successors and assigns. This Agreement will take effect as a sealed instrument, will continue in effect after termination

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of my Employment for any reason, and will be governed by internal Rhode Island law. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be still enforceable.

Moreover, if one or more of the provisions herein shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. I shall not enter into any agreement either written or oral in conflict herewith.

Date: 10/15/03

By: /s/ Michael Heffernan

ACCEPTED:

COLLEGIUM PHARMACEUTICAL, INC.

By: /s/ Michael Heffernan
Name: Michael Heffernan
Title: President

Oct-03

Exhibit 10.27

June 26, 2002

Alison B. Fleming
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Dear Alison,

Collegium Pharmaceutical is very pleased to present you with the following offer to join the Collegium Team. We hope that you find the terms acceptable and would like to express our desire that you come aboard!

Position: Project Manager- Scientist

Reports to: Founders (initially)

Responsibilies: Responsible for all facets of project management (on an assigned project) required to commercialize Collegium's intellectual property. This includes, but is not limited to, background research, patent filings, protocol development, project tracking, budgeting, negotiating contracts, working in the lab, customer presentations, etc.

Compensation:

1) *Salary*- $65,000 annually
2) *Cash Bonus*- eligible for up to 25% of base salary in annual bonus

Stock Options: 25,000 shares at fair market value at the time of hire (initial grant)

Benefits: Company will provide or reimburse you for your health benefits (30% employee contribution). The company expects to continue to offer benefits commensurate with companies its size as it grows.

Start Date: TBD. Goal: Oct 1, 2002. (as soon as possible)

Alison, as you have heard from the founders and Alex Klibanov, we are all very excited about the potential of Collegium. We have built an impressive IP portfolio, in addition to

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assembling a group of "world class" Scientific Partners in a very short period of time. We now need to build the critical infrastructure that will assist us to commercialization of this portfolio. We believe your impressive accomplishments and demonstrated skill set would be a valuable asset to the company. We expect it will be an intellectually challenging environment where we can all learn from each other. We believe that you would be able to jump in immediately and add value to the company.

Please let me know if you have any questions, and we will be in touch in the next few days to answer your questions and hopefully plan the next steps.

Best Regards,

Mike Heffernan

CC: Jane Hirsh, Mark Hirsh, Michael Rothman

Exhibit 10.28

CONFIDENTIAL

June 6, 2008

Dr. Said Saim, Ph.D.
***

Dear Said,

Collegium Pharmaceutical is very pleased to present you with the following offer to join our organization. This letter confirms our offer and your acceptance of the position described below. We consider this position to be very important to our Company's success. As we continue to grow, we believe this position will offer you the opportunity for professional growth while allowing you to make contributions which will further Collegium's goals.

Position title: Senior Director, Pharmaceutical Development

Reporting to: Vice President, Technical Operations

Responsibilities: Responsible for scale-up activities for the DETERx program, lead tech transfer of Manufacturing Process and Analytical Method for Oral product programs, and participate in the Company IER program. Support/prepare Regulatory documentation (IND, ANDA, NDA, others) and build team necessary to support the stated programs. Member of the Corporate Management Team.

Compensation: *Starting Annual Salary* - $140,000

Bonus Potential- you will be eligible to receive up to 15% of your base salary in annual bonus. This bonus is dependent on achieving both individual and company goals.

Initial Stock Options - You will be issued an initial grant of 25,000 option shares at fair market value as determined by the company's board of directors. All options vest over a period of 4 years as per the Company Option Plan (you will be provided a copy of the plan that describes the specifics). You will be eligible to receive new grants of options on an annual basis based upon performance.

Benefits: *Vacation* - Three (3) weeks per year.

Health insurance - You will have the opportunity to participate in the company's Health insurance plan (currently BC/BS of RI) [Note-The Company currently contributes 70% of the premium for your Coverage, with the employee contributing 30%].

Dental Coverage- A group dental plan is offered by the company, the employee contributes the entire premium.

401K Plan- the company offers a 401K plan. The company currently matches 50% of the first 4% of the employees contributed salary.

Group Life & Group LTD Insurance- 1 time annual salary up to a maximum of $250,000. Receive 2 times annual salary (up to a maximum of $10,000/month) for any

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illness or injury, on or off the job. Benefits will begin after 180th day of disability and will continue each and every month to age 65 if necessary.

Relocation Benefits:

1) The company will provide $25,000.00 cash for the payment of incidentals which include (house hunting trips, temporary living, incidental out of pocket expenses, relocation related travel expenses, closing costs on new house mortgage. This will be paid according to the following schedule: $7,000.00 at Start Date, $7,000.00 30 days of Start Date, and $11,000.00 at the closing of your new house. You will be responsible for all your local, state and federal tax liabilities for these payments.

2) The company will pay all reasonable and customary actual costs (with receipts) for moving of household goods.

3) In the event that your employment with Collegium is less than 1 year, you are responsible for reimbursing the company for the amount paid to you for these Relocation Benefits.

Start date: August 4, 2008 in Cumberland, RI

Contingency: This offer is contingent upon Collegium Closing of its latest round of financing, which is expected to be June 23rd, 2008.

Offer Expiry: June 16th, 2008

Other information: Collegium typically conducts performance reviews on the anniversary date of an employee's hire. At that time, you will receive feedback from your supervisor and may be considered for a salary adjustment and an additional option grant. The Company also requires that you execute our standard Employee Confidentiality and Inventions Agreement and comply with all Federal and State employment laws and regulations.

If the terms of this offer are acceptable, please indicate by signing and returning this letter to me. Please feel free to contact me if you have any questions. We believe that Collegium represents a very exciting place to work and that your accomplishments and skill set will make a significant contribution. We all look forward to having you work with us here.

Best regards,

/s/ Heow Tan	6/6/08	Accepted by:	/s/ Said Saim, Ph.D.
Heow Tan			Said Saim, Ph.D.
Vice President, Technical Operations			
		Date:	6/16/08

Exhibit 16.1

February 25, 2015

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Ladies and Gentlemen:

We have read the section under the heading "Changes in and Disagreements with Accountants on Accounting and Financial Disclosure" in the Registration Statement on Form S-1 dated March 3, 2015, of Collegium Pharmaceutical, Inc. and are in agreement with the statements contained in therein.

Very truly yours,

/s/ Walter & Shuffain, P.C.

Walter & Shuffain, P.C.