

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

07-29-1998



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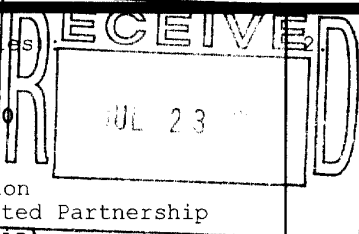
SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission.  
documents or copy thereof.

Please record the attached original

1. Name of conveying party(ies)  
**Pharsight Corporation**  
**299 California Avenue, Suite 300**  
**Palo Alto, CA 94304**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State (California)  
 Other \_\_\_\_\_



Name and address of receiving party(ies):  
Name: **MMC/GATX Partnership No. 1,**  
**c/o GATX Capital Corporation**  
Internal Address:

Street Address: **Four Embarcadero**  
**Center, Suite 2200**  
City: **San Francisco, State: CA**  
Zip: **94111**

Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: **Security Interest in Trademarks**  
**pursuant to a Loan and Security Agreement**  
Execution Date: **June 8, 1998**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  
 Yes  No

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)  
**2,100,176**

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Donna M. Murray**  
Internal Address: **PC2-1**  
Street Address:  
**Wilson, Sonsini, Goodrich & Rosati**  
**650 Page Mill Road**  
**Palo Alto, California 94304-1050**

6. Total number of applications and registrations involved: . . . [1]

7. Total fee (37 CFR 3.41) . . . .  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **23-2415**  
(Attorney Docket No.) **14637-055**  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Donna M. Murray  
Name of Person Signing

*Donna M. Murray*  
Signature

July 21, 1998  
Date

Total number of pages including cover sheet, attachments, and document: [10]

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

07/29/1998 DCDATES 00000027 232415 2100176  
01 FC:481 40.00 CH

TRADEMARK  
REEL: 1760 FRAME: 0600

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 8, 1998, is executed by PHARSIGHT CORPORATION, a California corporation ("Debtor"), in favor of MMC/GATX PARTNERSHIP NO. 1 ("Secured Party").

A. Pursuant to a Loan and Security Agreement, dated as of June 8, 1998 (the "Loan Agreement"), among Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 10.05 of the Loan Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is:           MMC/GATX PARTNERSHIP NO. I  
  c/o GATX Capital Corporation  
  Four Embarcadero Center, Suite 2200  
  San Francisco, California 94111

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**PHARSIGHT CORPORATION**

By: Robin A. Kehoe

Name: Robin A. Kehoe

Title: Chief Financial Officer

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_        )

On \_\_\_\_\_, 1998 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

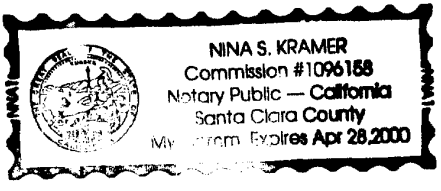
STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On June 9, 1998, before me, Nina S. Kramer  
(Name and Title of Officer)

personally appeared Robin A. Kehoe

personally known to me -or-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nina S. Kramer  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Grant of Security Interest

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title: \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

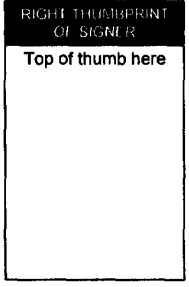


Signer is representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title: \_\_\_\_\_
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Pharsight	September 23, 1997	2,100,176

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark                      Application Date                      Application No.

No pending applications.

Pharsight is in the process of preparing two applications (WinNonlin and WinNonmix), and we expect that they will be filed by July 15, 1998.

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA )
)
COUNTY OF Santa Clara ) ss:

KNOW ALL PERSONS BY THESE PRESENTS, THAT PHARSIGHT CORPORATION, a California corporation ("Debtor"), pursuant to a Loan Agreement dated the date hereof (the "Loan Agreement"), between Debtor and Secured Party (as hereinafter defined) hereby appoints and constitutes MMC/GATX PARTNERSHIP NO. I ("Secured Party"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

5. For the purpose of evidencing and perfecting Secured Party's interest in any patent, trademark, copyright or mask work not previously assigned to Secured Party as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

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6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to the Loan Agreement, and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Loan Agreement.

Dated: June 8, 1998

PHARSIGHT CORPORATION

By Robin A. Kehoe

Name Robin A. Kehoe

Title Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1998 before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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