

07-19-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/200)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RI

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7-17-06

1. Name of conveying party(ies):

Future Capital AG

- Individual(s)
- General Partnership
- Corporation- State: N/A (Germany)
- Other _____

Citizenship (see guidelines) Germany

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 3, 2005; November 16, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Simulations Plus, Inc.

Internal

Address: 1220 W Avenue J

Street Address: (same as above)

City: Lancaster

State: California

Country: U.S.A. Zip: 93534-2902

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,582,307; 2,656,564

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

DRUGPHARMER
LEADPHARMER

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mitchell P. Brook, Esq.

Internal Address: Luce, Forward, Hamilton & Scripps LLP

Street Address: 11988 El Camino Real, Suite 200

City: San Diego

State: California Zip: 92130

Phone Number: (858) 720 - 6300

Fax Number: (858) 720 - 6306

Email Address: mbrook@luce.com

6. Total number of applications and registrations involved:

two (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

07/18/2006 11:11AM 00000051 2582307

01 FC:8521
02 FC:8522

40.00 Signature
25.00 DP
Eir Mansour

7/12/06

Date

Total number of pages including cover sheet, attachments, and document: _____

Name of Person Signing

Refund Ref: 07/18/2006 11:11AM 0000152741

CHECK REFUND TOTAL: \$15.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RECORDATION FORM COVER SHEET – CONTINUATION
TRADEMARKS ONLY**

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

1. Name of conveying party(ies): **International Venture Fund I, L.P.**

Individual(s)

Association

General Partnership

Limited Partnership

Corporation- State: _____

Other _____

Citizenship (see guidelines) U.S.A.

TRADEMARK ASSIGNMENT

WHEREAS, Future Capital AG, a corporation organized under the laws of Germany, with a principal place of business at Westendstrasse 16-22, Frankfurt-am-Main Germany; International Venture Fund I, L.P., a limited partnership organized under the laws of the State of California, with a principal place of business at P.O. Box 7355, Menlo Park, California 94925; CVM Equity Fund V, LTD., a corporation organized under the laws of the State of Colorado, with a principal place of business at 2575 Park Lane, Suite 200, Lafayette, Colorado 80026; WAT Limited Partnership, a limited partnership organized under the laws of the State of New Mexico, with a principal place of business at P.O. Box 236, Santa Fe, New Mexico 87504-0236; Sommer, Udall, Hardwick, Ahern & Hyatt, L.L.P., a limited liability partnership organized under the laws of the State of New Mexico, with a principal place of business at P.O. Box 1984, Santa Fe, New Mexico 87504-1984; Michael Grantham; Mary Barr; and Christosdoulos Nicolaou (hereinafter "Assignors") are the collective owners of the marks identified on Schedule A attached hereto ("Trademarks") and all registrations and applications therefor identified on Schedule A ("Trademark Registrations");

WHEREAS, Assignors have designated Future Capital AG and International Venture Fund I, L.P. (collectively the "Designated Parties") to act on their behalf with respect to such exercise of rights and remedies pursuant to the Authorization Agreement, dated as of October __, 2005, by and among the Designated Parties and Assignors; and

WHEREAS, Simulations Plus, Inc. ("Assignee"), a corporation organized under the laws of the State of California, with a principal place of business at 1220 W Avenue J, Lancaster, California 93534-2902 is desirous of acquiring the trademark registrations and applications identified on Schedule A;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably assign, transfer and convey to Assignee all of Assignors' worldwide right, title and interest in and to the Trademarks and the Trademark Registrations (and all renewals and extensions thereof), together with the goodwill of the business associated with or symbolized by the Trademarks and Trademark Registrations, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks or Trademark Registrations, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives.

Assignors hereby irrevocably appoint Assignee as their attorney-in-fact coupled with an interest to act in Assignors' name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which any of the Trademarks or and Trademark Registrations are pending or issued, or in which Assignee desires to seek protection for the Trademarks or Trademark Registrations. Assignors hereby represent and warrant that they have not previously assigned, transferred, pledged, liened or otherwise encumbered any of the Trademarks or Trademark Registrations or taken any other action which would conflict with this Assignment.

Future Capital AG

Signed: _____

Date: _____

Name: _____

Title: _____

International Venture Fund I, L.P.

Signed: Debra R. Guerio

Date: 11-16-05

Name: Debra R. Guerio

Title: Mg Dir International Venture
Fund I LLC, its General Partner

Schedule A

Registered Marks

Mark	Country	Application No(Filing Date)	Registration No.(Registration Date)	Classes
DRUGPHARMER	U.S.	78/022,209(08-21-2000)	2,582,307(06-18-2002)	9 and 42
LEADPHARMER	U.S.	78/022,192(08-21-2000)	2,656,564(12-03-2002)	9 and 42

Common Law Marks

DATAPHARMER

TOXPHARMER

ADMEPHARMER

GENEPHARMER

PROJECTPHARMER

KNOWLEDGEPHARM

CLASSPHARMER

LEADFINDER

LEADPHARMER

DRUGPHARMER

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On 11/16/05 before me, MARILOU P. SANA
Date Name, Title of Officer, e.g., "Jane Doe, Notary Public"

personally appeared DEBRA R. GERIN
Name(s) of Signer(s)

[] personally known to me - OR - ~~X~~ 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.

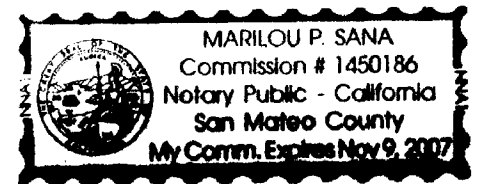
MariLou P. Sana
Signature of Notary

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ Title(s)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: Director of LLC

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document: Trademark Assignment
Number of Pages: 3 Date of Document: _____
Signer(s) Other Than Named Above: _____

TRADEMARK ASSIGNMENT

WHEREAS, Future Capital AG, a corporation organized under the laws of Germany, with a principal place of business at Westendstrasse 16-22, Frankfurt-am-Main Germany; International Venture Fund I, L.P., a limited partnership organized under the laws of the State of California, with a principal place of business at P.O. Box 7355, Menlo Park, California 94925; CVM Equity Fund V, LTD., a corporation organized under the laws of the State of Colorado, with a principal place of business at 2575 Park Lane, Suite 200, Lafayette, Colorado 80026; WAT Limited Partnership, a limited partnership organized under the laws of the State of New Mexico, with a principal place of business at P.O. Box 236, Santa Fe, New Mexico 87504-0236; Sommer, Udall, Hardwick, Ahern & Hyatt, L.L.P., a limited liability partnership organized under the laws of the State of New Mexico, with a principal place of business at P.O. Box 1984, Santa Fe, New Mexico 87504-1984; Michael Grantham; Mary Barr; and Christosdoulos Nicolaou (hereinafter "Assignors") are the collective owners of the marks identified on Schedule A attached hereto ("Trademarks") and all registrations and applications therefor identified on Schedule A ("Trademark Registrations");

WHEREAS, Assignors have designated Future Capital AG and International Venture Fund I, L.P. (collectively the "Designated Parties") to act on their behalf with respect to such exercise of rights and remedies pursuant to the Authorization Agreement, dated as of October __, 2005, by and among the Designated Parties and Assignors; and

WHEREAS, Simulations Plus, Inc. ("Assignee"), a corporation organized under the laws of the State of California, with a principal place of business at 1220 W Avenue J, Lancaster, California 93534-2902 is desirous of acquiring the trademark registrations and applications identified on Schedule A;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably assign, transfer and convey to Assignee all of Assignors' worldwide right, title and interest in and to the Trademarks and the Trademark Registrations (and all renewals and extensions thereof), together with the goodwill of the business associated with or symbolized by the Trademarks and Trademark Registrations, and all rights to profits, damages and other relief for any past, present and future infringement of the Trademarks or Trademark Registrations, and the right to sue and collect the same for Assignee's own use and benefit and the benefit of Assignee's successors, assigns, or legal representatives.

Schedule A

Registered Marks

Mark	Country	Application No.(Filing Date)	Registration No.(Registration Date)	Classes
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GENEPHARMER

PROJECTPHARMER

KNOWLEDGEPHARM

CLASSPHARMER

LEADFINDER

LEADPHARMER

DRUGPHARMER



Assignors hereby irrevocably appoint Assignee as their attorney-in-fact coupled with an interest to act in Assignors' name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required in any country in which any of the Trademarks or and Trademark Registrations are pending or issued, or in which Assignee desires to seek protection for the Trademarks or Trademark Registrations. Assignors hereby represent and warrant that they have not previously assigned, transferred, pledged, liened or otherwise encumbered any of the Trademarks or Trademark Registrations or taken any other action which would conflict with this Assignment.

Future Capital AG

Signed:  _____

Date: 03 Nov 2005

Name: CHRISTIAN LEIKERT

Title: CEO

International Venture Fund I, L.P.

Signed: _____

Date: _____

Name: _____

Title: _____



Die vorstehenden, in dem Dokument enthaltenen und vor mir anerkannten Namensunterschriften des

Herrn Christian Klaus Leikert, geb. am 20. Mai 1972,
wohnhaft Feststraße 8, 60316 Frankfurt am Main,
zur Person ausgewiesen durch Vorlage seines gültigen
Bundespersonalausweises Nr. 4012680814,

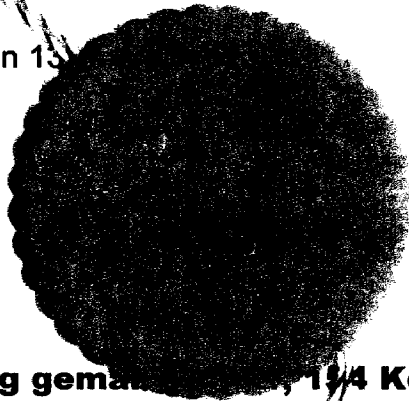
werden hiermit notariell beglaubigt.

Der Notar fragte den Erschienenen vor Beurkundung gemäß § 3 Abs. 1 Nr. 7 BeurkG, ob er oder eine der mit ihm beruflich verbundenen Personen in der Angelegenheit, die Gegenstand dieser Beurkundung ist, außerhalb des Notaramtes tätig war. Die Frage wurde von dem Erschienenen verneint.

Der Notar bescheinigt hiermit aufgrund heutiger Einsicht in das Handelsregister des Amtsgerichtes Frankfurt am Main zu HRB 42284, daß Herr Christian Klaus Leikert berechtigt ist, die Firma Future Capital AG Hessen Life Sciences Chemie, eingetragen im Handelsregister des Amtsgerichtes Frankfurt am Main unter HRB 42284, als Vorstand alleine zu vertreten.

Der Erschienene erklärte sich damit einverstanden, daß der Notar eine Fotokopie des ihm vorgelegten Personalausweises zu seiner Handakte nimmt.

Frankfurt am Main, den 13.



(Tim Zehelein)
Rechtsanwalt
als amtlich bestellter Vertreter
des Notars Hubertus Kestler

Kostenberechnung gemäß § 114 KostO

Geschäftswert gemäß § 30 I KostO: 150.000,00 Euro

5/20 Gebühr gemäß §§ 32, 45 I KostO	70,50 Euro
Gebühr gemäß § 150 I KostO	13,00 Euro
16 % Mehrwertsteuer	<u>13,36 Euro</u>
Summe	96,86 Euro

(Tim Zehelein)
Rechtsanwalt
als amtlich bestellter Vertreter
des Notars Hubertus Kestler

TRADEMARK