

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRIPOS, L.P.		03/20/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2834593	AUSPYX
Registration Number:	2963152	BENCHWARE
Registration Number:	2605737	CHEMSPACE
Registration Number:	2828044	COMBIFLEXX
Registration Number:	1995015	COMFA
Registration Number:	2728027	LITHIUM
Registration Number:	3199784	GALAHAD
Registration Number:	2371107	GENEFOLD
Registration Number:	2828019	OPTDESIGN
Registration Number:	2929338	OPTIVE
Registration Number:	2907055	OPTIVE RESEARCH
Registration Number:	3004402	SARNAVIGATOR
Registration Number:	1336426	SYBYL

CH \$465.00 2834593

Registration Number:	2508493	
Registration Number:	1709823	TRIPOS
Registration Number:	1902530	UNITY
Serial Number:	78912559	TRIPOS
Serial Number:	78912603	TRIPOS

CORRESPONDENCE DATA

Fax Number: (415)393-2286
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-393-2667
Email: benjamin.bang@bingham.com
Correspondent Name: Benjamin H. Bang, Bingham McCutchen LLP
Address Line 1: Three Embarcadero Center
Address Line 4: San Francisco, CALIFORNIA 94110

ATTORNEY DOCKET NUMBER:	SVB 0000323194
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	03/27/2007

Total Attachments: 5
source=SVB TRIPOS LP TM Security Interest Agmt#page1.tif
source=SVB TRIPOS LP TM Security Interest Agmt#page2.tif
source=SVB TRIPOS LP TM Security Interest Agmt#page3.tif
source=SVB TRIPOS LP TM Security Interest Agmt#page4.tif
source=SVB TRIPOS LP TM Security Interest Agmt#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 20, 2007, is entered into by and between TRIPOS, L.P., a Delaware limited partnership (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of March 20, 2007, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of March 20, 2007, among Grantor, TRIPOS (DE), INC., a Delaware corporation and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill of such Grantor's business symbolized and associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States applications and registrations for the Trademarks.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral

Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

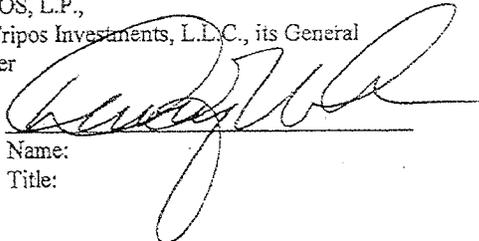
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TRIPOS, L.P.,
By: Tripos Investments, L.L.C., its General
Partner

By: 
Name:
Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003508 FRAME: 0732

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TRIPOS, L.P.,
By: Tripos Investments, L.L.C., its General
Partner

By: _____
Name:
Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: James E. Montague
Name: James E. Montague
Title: Senior Relationship Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003508 FRAME: 0733

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Trademark	Jurisdiction	Registration Number	Registration Date
AUSPYX	United States	2,834,593	4/20/04
BENCHWARE [®]	United States	2,963,152	6/21/05
CHEMSPACE	United States	2,605,737	8/6/02
COMBIFLEXX	United States	2,828,044	3/30/04
COMFA (Stylized)	United States	1,995,015	8/20/96
LITHIUM	United States	2,728,027	6/17/03
GALAHAD	United States	3,199,784	1/16/07
GENEFOLD	United States	2,371,107	7/25/00
OPTDESIGN	United States	2,828,019	3/30/04
OPTIVE [®]	United States	2,929,338	3/1/05
OPTIVE RESEARCH [®]	United States	2,907,055	11/30/04
SARNAVIGATOR	United States	3,004,402	10/4/05
SYBYL	United States	1,336,426	5/12/85
Triangle Design (old)	United States	2,508,493	11/20/01
TRIPOS	United States	1,709,823	8/25/92
UNITY	United States	1,902,530	7/4/95

Trademark Applications:

Trademark	Jurisdiction	Application Number	Application Date
TRIPOS	US	78/912,559	6/20/06
TRIPOS (& DESIGN)	US	78/912,603	6/20/06