

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:	as administrative agent: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2100176	PHARSIGHT
Registration Number:	2279412	WINNONLIN
Registration Number:	2358594	WINNONMIX
Registration Number:	2526913	METAZOA
Registration Number:	2624925	PHARSIGHT
Registration Number:	2688299	PHARSIGHT
Registration Number:	2688300	PHARSIGHT
Registration Number:	2720773	PHARSIGHT
Registration Number:	3013970	DMX
Registration Number:	3127577	DRUG MODEL EXPLORER

CORRESPONDENCE DATA

Fax Number: (650)849-4800
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2100176

Phone: (650)849-4400
Email: mary.zimmerman@bingham.com
Correspondent Name: Mary R. Zimmerman
Address Line 1: Bingham McCutchen LLP
Address Line 2: Three Embarcadero Center
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2073414-0000323194
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	11/05/2008

Total Attachments: 7

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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]

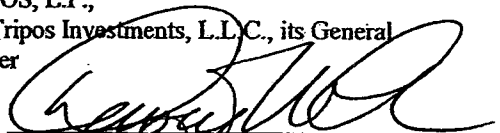
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TRIPOS, L.P.,

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

By:


Name: Deway Chambers
Title: Chief Financial Officer

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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 S. Montgomery
Name: JAMES S. MONTGOMERY
Title: SENIOR RELATIONSHIP MANAGER

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003883 FRAME: 0317

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sybyl	1,336,426	05-12-1985
Tripos	1,709,823	08-25-1992
Unity	1,902,530	07-04-1995
Comfa (stylized)	1,995,015	08-20-1996
Genefold	2,371,107	07-25-2000
Design only	2,508,493	11-20-2001
Chemspace	2,605,737	08-06-2002
Lithium	2,728,027	06-17-2003
Optdesign	2,828,019	03-30-2004
Combiflexx	2,828,044	03-30-2004
Auspyx	2,834,593	04-20-2004
Optive Research	2,907,055	11-30-2004
Optive	2,929,338	03-01-2005
Benchware	2,963,152	06-21-2005
Sarnavigator	3,004,402	10-04-2005
Galahad	3,199,784	01-16-2007
Themis -- ITU	77/557,015	08-27-2008
Pantheon -- ITU	77/557,021	08-27-2008
Muse -- ITU	77/557,807	08-28-2008
Tripos -- ITU	78/912,559	06-20-2006
Tripos (and design) -- ITU	78/912,603	06-20-2006
Pharsight	2,100,176	09-23-1997
Winnonlin	2,279,412	09-21-1999
Winnonmix	2,358,594	06-13-2000
Metazoa	2,526,913	01-08-2002
Pharsight	2,624,925	09-24-2002
Pharsight	2,688,299	02-18-2003
Pharsight	2,688,300	02-18-2003
Pharsight	2,720,773	06-03-2003

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DMX	3,013,970	11-08-2005
Drug Model Explorer	3,127,577	08-08-2006

Foreign Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sybyl	BE	R 542473	11-07-2003
CoMFA	BE	R 542472	11-07-2003
Sarnavigator	DE	30466679	01-24-2005
Sybyl	CH	P-427549	05-06-2004
CoMFA	CH	P-427621	05-06-2004
Sarnavigator	JP	4870846	06-10-2005
Sybyl	JP	2590593	10-29-1993
Comfa	FR	93 486687	10-06-2003
Sybyl	FR	93 486686	10-06-2003
CoMFA	IT	1052714	06-19-2007
Sybyl	IT	1052715	06-19-2007
CoMFA	AT	151868	03-29-1994
CoMFA	DK	VR 007624 1994	11-11-1994
Sybyl	DK	VR 002541 1994	04-22-1994
Sybyl	DE	2076437	08-30-1994
CoMFA	DE	2104988	07-20-1998
Sybyl	SE	303849	07-28-1995
Comfa	SE	302950	06-16-1995
Comfa	GB	1547307	10-21-1994
Sybyl	GB	1547285	07-26-1996
Bcut	CTM	4276036	05-17-2006
Sarnavigator	CTM	4183442	04-11-2006
Tripos	CTM	4138145	01-31-2006
Benchware	CTM	3766615	01-03-2006
Optive	CTM	3299831	12-10-2004

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Optive	CN	3668276	04-14-2005
Optive	CN	3668277	04-14-2005
Tripos	CA	TMA654463	12-06-2005
Tripos	JP	4964121	06-23-2006
Pharsight	CA	TMA650798	10-19-2005
Pharsight	CH	P-440338	07-30-1997
DMX	CTM	3821766	09-27-2005
Drug Model Explorer	CTM	3821774	11-18-2005
Pharsight	CTM	2,761,120	12-16-2003
Medxp	CTM	1,461,896	05-07-2001
Pharsight	CTM	315333	07-10-1998
Drug Model Explorer	JP	4901627	10-14-2005
DMX	JP	4825182	12-10-2004
Pharsight	JP	4719544	10-17-2003
Pharsight	JP	4848358	03-18-2005