

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                            |
| <b>NATURE OF CONVEYANCE:</b> | Subordinated Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name          | Formerly | Execution Date | Entity Type                      |
|---------------|----------|----------------|----------------------------------|
| Certara, L.P. |          | 02/29/2012     | LIMITED<br>PARTNERSHIP: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                                       |
|------------------------|---------------------------------------|
| <b>Name:</b>           | John Evans, as Seller Representative  |
| <b>Street Address:</b> | Fountain Lodge, Gringley Road         |
| <b>City:</b>           | Misterton, Doncaster                  |
| <b>State/Country:</b>  | UNITED KINGDOM                        |
| <b>Postal Code:</b>    | DN10 4AR                              |
| <b>Entity Type:</b>    | Seller Representative: UNITED KINGDOM |

**PROPERTY NUMBERS Total: 21**

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 2834593 | AUSPYX              |
| Registration Number: | 2963152 | BENCHWARE           |
| Registration Number: | 1995015 | COMFA               |
| Registration Number: | 3199784 | GALAHAD             |
| Registration Number: | 1336426 | SYBYL               |
| Registration Number: | 1709823 | TRIPOS              |
| Registration Number: | 1902530 | UNITY               |
| Registration Number: | 3013970 | DMX                 |
| Registration Number: | 3127577 | DRUG MODEL EXPLORER |
| Registration Number: | 2624925 | PHARSIGHT           |
| Registration Number: | 2688299 | PHARSIGHT           |
| Registration Number: | 2688300 | PHARSIGHT           |
| Registration Number: | 2100176 | PHARSIGHT           |
| Registration Number: | 2720773 | PHARSIGHT           |

OP \$540.00 2834593

**TRADEMARK**

|                      |         |           |
|----------------------|---------|-----------|
| Registration Number: | 2279412 | WINNONLIN |
| Registration Number: | 3925628 | CUI       |
| Registration Number: | 3719658 | MUSE      |
| Registration Number: | 3747756 | PHOENIX   |
| Registration Number: | 3719655 | THEMIS    |
| Registration Number: | 3690705 | TRIPOS    |
| Registration Number: | 3690703 | TRIPOS    |

**CORRESPONDENCE DATA**

Fax Number: (410)580-3423  
Phone: 410-580-4423  
Email: diane.williams@dlapiper.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Diane S. Williams, Paralegal  
Address Line 1: DLA Piper LLP (US), 6225 Smith Avenue  
Address Line 4: Baltimore, MARYLAND 21209

ATTORNEY DOCKET NUMBER: 380065.1

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Diane S. Williams

Signature: /Diane S. Williams/

Date: 03/22/2012

Total Attachments: 8  
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THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT DATED FEBRUARY <sup>21<sup>st</sup></sup>, 2012 BY AND AMONG SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT, JOHN EVANS, AS SELLER REPRESENTATIVE, AND THE SELLERS NAMED THEREIN

SUBORDINATED TRADEMARK SECURITY AGREEMENT

This SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February <sup>21<sup>st</sup></sup>, 2012, is entered into by and between CERTARA, L.P., a Delaware limited partnership (the "Grantor"), and JOHN EVANS, as Seller Representative (together with his successors, in such capacity, the "Seller Representative") for the holders from time to time (the "Noteholders") of the Secured Fixed Rate Convertible Loan Notes (the "Loan Notes") constituted by the Convertible Loan Note Instrument Creating Secured Convertible Loan Notes Due 2014 issued by Pharsight International UK Limited, a company formed under the laws of England and Wales, with registration number 05086489 ("Pharsight"), dated February <sup>21<sup>st</sup></sup>, 2012 (as amended, restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Convertible Loan Note Instrument"), pursuant to that certain Subordinated Guarantee and Collateral Agreement dated as of February <sup>21<sup>st</sup></sup>, 2012, among the Seller Representative, 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 the Convertible Loan Note Instrument.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them as set forth in the Guarantee and Collateral Agreement or the Convertible Loan Note Instrument, as applicable.

WHEREAS, Pharsight is a party to that certain Second Amended and Restated Credit Agreement, dated as of February <sup>23<sup>rd</sup></sup>, 2012, among Tripos, (DE), Inc., a Delaware corporation, the Grantor, and Pharsight, as Loan Parties thereunder, Silicon Valley Bank, as Administrative Agent ("Administrative Agent") and Issuing Lender thereunder and the other Lenders defined therein and party thereto (as amended, restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; if at any time the Credit Agreement is no longer in effect, whether due to termination or any other event, provisions of this Agreement which refer to the Credit Agreement shall be deemed to refer to the Credit Agreement as in effect immediately prior to its termination or the occurrence of such other event causing it to be no longer in effect);

WHEREAS, pursuant to that certain Intercreditor Agreement dated February <sup>21<sup>st</sup></sup>, 2012, by and among Administrative Agent, the Seller Representative and the Sellers named therein (the "Intercreditor Agreement"), all rights of the Seller Representative and the Noteholders to payment under the Convertible Loan Note Instrument and the Loan Notes and all security interests and liens that the Seller Representative and the Noteholders may have in any property of Grantor as security for amounts owing under the Convertible Loan Note Instrument and the Loan Notes are subordinate to the rights of Administrative Agent to (i) payment of all amounts now or hereafter owing under the Loan Documents (as that term is defined in the Credit Agreement), whether for principal, interest, fees, expenses or otherwise (collectively, the "Senior Obligations"); and (ii) all security interests and liens of Administrative Agent under the Loan Documents, for the benefit of the Lenders, in any property of Grantor for the Senior Obligations; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Seller Representative for the ratable benefit of the Noteholders, 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 Seller Representative hereby agree as follows:

1. Subordination

Anything contained herein to the contrary notwithstanding, all rights of Seller Representative under this Agreement are subordinate to the rights of Administrative Agent in the Trademarks to the extent provided in the Intercreditor Agreement.

2. 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 Seller Representative for the ratable benefit of the Noteholders pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Seller Representative for the ratable benefit of the Noteholders, a junior subordinated 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 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; provided, however, that no intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

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

(c) Subject in all respects to the terms of the Intercreditor Agreement, the security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Seller Representative under the Guarantee and Collateral Agreement. Subject in all respects to the terms of the Intercreditor Agreement, the rights and remedies of the Seller Representative 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 Seller Representative as a matter of law or equity. The exercise by the Seller Representative 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 Seller Representative, 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.

3. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Convertible Loan Note Instrument. Notwithstanding the foregoing, Grantor authorizes the Seller Representative, 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 Seller Representative 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.

4. 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 ILLINOIS.

5. 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]*

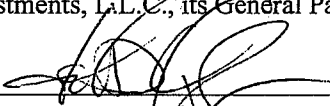
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CERTARA, L.P.

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

By:

  
Name: JOHN YANGLING  
Title: VICE PRESIDENT

SELLER REPRESENTATIVE:

\_\_\_\_\_  
JOHN EVANS, as Seller Representative

SIGNATURE PAGE SUBORDINATED TRADEMARK SECURITY AGREEMENT - CERTARA, L.P.

TRADEMARK  
REEL: 004741 FRAME: 0259

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:

CERTARA, L.P.

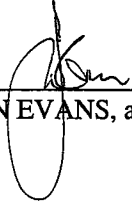
By: Tripos Investments, L.L.C., its General Partner

By: \_\_\_\_\_

Name:

Title:

SELLER REPRESENTATIVE:

  
\_\_\_\_\_  
JOHN EVANS, as Seller Representative

**Schedule A to Trademark Security Agreement**

**DOMESTIC**

| <b>MARK</b>         | <b>REG. NO.</b> | <b>REG. DATE</b> | <b>APPLICATION DATE</b> | <b>OWNER</b>                     |
|---------------------|-----------------|------------------|-------------------------|----------------------------------|
| AUSPYX              | 2,834,593       | 04/20/2004       | 05/05/2003              | Tripos, L.P. n/k/a Certara, L.P. |
| BENCHWARE           | 2,963,152       | 06/21/2005       | 10/10/2003              | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA (Stylized)    | 1,995,015       | 08/20/1996       | 05/24/1995              | Tripos, L.P. n/k/a Certara, L.P. |
| GALAHAD             | 3,199,784       | 01/16/2007       | 08/22/2005              | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL               | 1,336,426       | 05/21/1985       | 07/13/1984              | Tripos, L.P. n/k/a Certara, L.P. |
| TRIPOS              | 1,709,823       | 08/25/1992       | 09/23/1991              | Tripos, L.P. n/k/a Certara, L.P. |
| UNITY               | 1,902,530       | 07/04/1995       | 05/18/1994              | Tripos, L.P. n/k/a Certara, L.P. |
| DMX                 | 3,013,970       | 11/08/2005       | 11/20/2003              | Tripos, L.P. n/k/a Certara, L.P. |
| DRUG MODEL EXPLORER | 3,127,577       | 08/08/2006       | 11/20/2003              | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | 2,624,925       | 09/24/2002       | 01/31/2002              | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | 2,688,299       | 02/18/2003       | 01/31/2002              | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | 2,688,300       | 02/18/2003       | 01/31/2002              | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | 2,100,176       | 09/23/1997       | 01/23/1996              | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | 2,720,773       | 06/003/2003      | 01/31/2002              | Tripos, L.P. n/k/a Certara, L.P. |
| WINNONLIN           | 2,279,412       | 09/21/1999       | 09/01/1998              | Tripos, L.P. n/k/a Certara, L.P. |
| CUI                 | 3,925,628       | 03/01/2011       | 07/15/2010              | Pharsight Corporation            |
| MUSE                | 3,719,658       | 12/01/2009       | 08/28/2008              | Tripos, L.P. n/k/a Certara, L.P. |
| PHOENIX             | 3,747,756       | 02/09/2010       | 06/11/2007              | Pharsight Corporation            |
| THEMIS              | 3,719,655       | 12/01/2009       | 08/27/2008              | Tripos, L.P. n/k/a Certara, L.P. |
| TRIPOS (and Design) | 3,690,705       | 09/29/2009       | 06/20/2006              | Tripos, L.P. n/k/a Certara, L.P. |
| TRIPOS              | 3,690,703       | 09/29/2009       | 06/20/2006              | Tripos, L.P. n/k/a Certara, L.P. |

\*This schedule does not include Simcyp trademarks, if any.



**FOREIGN**

| <b>MARK</b>      | <b>COUNTRY</b> | <b>REG. NO.</b> | <b>REG. DATE</b> | <b>OWNER</b>                     |
|------------------|----------------|-----------------|------------------|----------------------------------|
| COMFA            | Austria        | 151.868         | 03/31/1994       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Belgium        | 542473          | 11/12/1993       | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA            | Belgium        | 542472          | 11/12/1993       | Tripos, L.P. n/k/a Certara, L.P. |
| TRIPOS           | Canada         | TMA654,463      | 12/06/2005       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Denmark        | VR 1994 02541   | 04/22/1994       | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA            | Denmark        | VR 1994 07624   | 11/11/1994       | Tripos, L.P. n/k/a Certara, L.P. |
| BCUT             | EU             | 004276036       | 05/17/2006       | Tripos, L.P. n/k/a Certara, L.P. |
| BENCHWARE        | EU             | 003766615       | 01/03/2006       | Tripos, L.P. n/k/a Certara, L.P. |
| TRIPOS           | EU             | 004138145       | 01/31/2006       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | France         | 93 486 686      | 10/6/93          | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA            | France         | 93 486 687      | 10/6/93          | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Germany        | 2076437         | 08/30/1994       | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA            | Germany        | 2104988         | 07/20/1998       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Great Britain  | 1547285         | 07/26/1996       | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA            | Great Britain  | 1547307         | 10/21/1994       | Tripos, L.P. n/k/a Certara, L.P. |
| BENCHWARE        | Japan          | 4805255         | 09/24/2004       | Tripos, L.P. n/k/a Certara, L.P. |
| TRIPOS           | Japan          | 4964121         | 06/23/2006       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Japan          | 2590593         | 10/29/1993       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Netherlands    | 0542473         | 11/12/1993       | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA (Stylized) | Netherlands    | 0542472         | 11/12/1993       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Sweden         | 303849          | 07/28/1995       | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA            | Sweden         | 302950          | 06/16/1995       | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL            | Switzerland    | 427.549         |                  | Tripos, L.P. n/k/a Certara, L.P. |

| MARK                | COUNTRY     | REG. NO.   | REG. DATE  | OWNER                            |
|---------------------|-------------|------------|------------|----------------------------------|
| COMFA               | Switzerland | 427.621    |            | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | Canada      | TMA650,798 | 10/19/2005 | Tripos, L.P. n/k/a Certara, L.P. |
| DMX                 | EU          | 003821766  | 09/27/2005 | Tripos, L.P. n/k/a Certara, L.P. |
| DRUG MODEL EXPLORER | EU          | 003821774  | 11/18/2005 | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | EU          | 000315333  | 07/10/1998 | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | EU          | 002761130  | 12/16/2003 | Tripos, L.P. n/k/a Certara, L.P. |
| DMX                 | Japan       | 4825182    | 12/10/2004 | Tripos, L.P. n/k/a Certara, L.P. |
| DRUG MODEL EXPLORER | Japan       | 4901627    | 10/14/2005 | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | Japan       | 4719544    | 10/17/2003 | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | Japan       | 4848358    | 03/18/2005 | Tripos, L.P. n/k/a Certara, L.P. |
| PHARSIGHT           | Switzerland | 440.338    | 04/30/2007 | Tripos, L.P. n/k/a Certara, L.P. |
| COMFA               | Italy       | 1052714    | 06/19/2007 | Tripos, L.P. n/k/a Certara, L.P. |
| SYBYL               | Italy       | 1052715    | 06/19/2007 | Tripos, L.P. n/k/a Certara, L.P. |
| CERTARA             | EU          | 008430811  | 07/16/2009 | Tripos, L.P. n/k/a Certara, L.P. |
| CERTARA             | Japan       | 5,294,534  | 7/24/2009  | Tripos, L.P. n/k/a Certara, L.P. |