

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Subordinated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Certara, L.P.		02/29/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

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

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 ^{21st}, 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 ^{21st}, 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 ^{21st}, 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 ^{21st}, 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 ^{23rd}, 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 ^{21st}, 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]

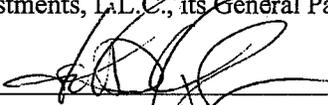
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

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.

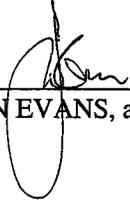
By: Tripos Investments, L.L.C., its General Partner

By: _____

Name:

Title:

SELLER REPRESENTATIVE:



JOHN EVANS, as Seller Representative

Schedule A to Trademark Security Agreement

DOMESTIC

MARK	REG. NO.	REG. DATE	APPLICATION DATE	OWNER
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

MARK	COUNTRY	REG. NO.	REG. DATE	OWNER
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.