

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
Numerate, Inc.		12/24/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Leader Ventures, LLC, as Agent		
Street Address:	311 California St., Suite 420		
Internal Address:	Attn: Robert Molke		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4173191	DATA DRIVEN DRUG DESIGN	
Registration Number:	4131715	NU	
Registration Number:	3660448	NUMERATE	
Registration Number:	3639409	NN	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	527852-5		

CH \$115.00 4173191

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/11/2013
Total Attachments: 8 source=2-11-13 Numerate-TM#page1.tif source=2-11-13 Numerate-TM#page2.tif source=2-11-13 Numerate-TM#page3.tif source=2-11-13 Numerate-TM#page4.tif source=2-11-13 Numerate-TM#page5.tif source=2-11-13 Numerate-TM#page6.tif source=2-11-13 Numerate-TM#page7.tif source=2-11-13 Numerate-TM#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Date by and between LEADER VENTURES, LLC, as Agent ("Agent") and NUMERATE, INC. ("Grantor").

RECITALS

A. Lenders have made certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Lenders and Grantor dated March 30, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Under the Loan Agreement, Grantor has granted to Agent on behalf of all Lenders a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent on behalf of all Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent on behalf of all Lenders a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1150 Bayhill Drive, Suite 203
San Bruno, CA 94066
Attn: Guido Lanza

Address of Agent:

311 California Street, Suite 420
San Francisco, CA 94104
Attn: Chief Financial Officer

GRANTOR:

NUMERATE, INC.

By: 

Title: C.F.O.

AGENT:

LEADER VENTURES, LLC, AS AGENT

By: 

Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Bicyclic Heteroaryl Inhibitors of HCV Replication – Griffin, Raimundo		
Country/Filed	App. No.	Pub. No. – Date
	Pat. No. – Date	
US/12 Apr 12	61/623,433	None
None		
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3-Acyldiene-2-Oxoindole Derivatives for Inhibition of Transglutaminase – Griffin, Raimundo, Khosla, XI, Madrid		
Country/Filed	App. No.	Pub. No. – Date
	Pat. No. – Date	
PC/5 Dec 11	2011/063312	2012/078519 – 14 Jun 12
None		
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702.303 Compositions and Treatments for Inhibiting Kinase and/or HMG CoA Reductase – Griffin, Lanza, Yu		
Country/Filed	App. No.	Pub. No. – Date
	Pat. No. – Date	
US/29 Apr 05	11/118066	20050261354 – 24 Nov 05
7,183,285	– 27 Feb 07	Issued 26452-702.205
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702.302 Compositions and Treatments for Inhibiting Kinase and/or HMG CoA Reductase – Griffin, Lanza, Yu		
US/29 Apr 05	11/118084	20050288306 – 29 Dec 05
7,183,945	– 16 Jan 07	Issued 26452-702.204
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702.301 Compositions and Treatments for Inhibiting Kinase and/or HMG CoA Reductase – Griffin, Lanza, Yu		
US/29 Apr 05	11/118065	20050277653 – 15 Dec 05
7,199,126	– 3 Apr 07	Issued 26452-702.203
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PCT WO/2011/031744 – Antibacterial fluoroquinolone analogs (co-owned with Achaogen, not tracking, may not be pending)		
PCT WO/2011/031745 – Antibacterial fluoroquinolone analogs (co-owned with Achaogen, not tracking, may not be pending)		
PCT WO/2011/031740 – Antibacterial fluoroquinolone analogs (co-owned with Achaogen, not tracking, may not be pending)		
PCT WO/2011/031743 – Antibacterial fluoroquinolone analogs (co-owned with Achaogen, not tracking, may not be pending)		
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NUM021P Predictive Chemical Modeling with Bias Reduction – Duffy		

Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/9 Jul 12	61/669,298	None	None

NUM016L Method and Apparatus for Performing Chemical Transformation Prediction – Duffy, McClellan, Yu			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/11 Oct 07	11/871,029		

NUM012 Modeling Biological Effects of Molecules Using Molecular Property Models			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/NatPh 06	11/304209	7,856,321 – 21 Dec 10	20060161407 – 20 Jul

Patents and Patent Applications

NUM011CON Molecular Property Modeling Using Ranking			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/6 Mar 12	13/412887		20120221501 – 30 Aug 12
US/29 Jun 05	11/172215	7,702,467 – 20 Apr 10	20050288868 – 29 Dec 05

NUM008 Estimating the Accuracy of Molecular Property Models and Predictions			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/29 Jun 05	11/172216	7,194,359 – 29 Mar 07	20050288871 – 29 Dec 05

NUM007 Method for Molecular Property Modeling Using Virtual Data			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/8 Mar 05	11/074587		20050278124 – 15 Dec 05

NUM002 Method and Apparatus for Molecular Mechanics Analysis of Molecular Systems			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/30 May 03	10/452481	7,577,553 – 18 Aug 09	20040010525 – 15 Jan 04

NUM001P2 Method and Apparatus for Automated Design of Chemical Synthesis Routes			
Country/Filed	App. No.	Pat. No. – Date	Pub. No. – Date
US/10 Mar 00	09/523334	6,571,226 – 27 May 03	None

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Data Driven Drug Design - Reg. No. 4173191
Nu (design) - Reg. No. 4131715
Numerate - Reg. No. 3660448
NN (design) - Reg. No. 3639409

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date