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
CERTARA, L.P.		12/19/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT
Street Address:	666 Fifth Avenue
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2834593	AUSPYX
Registration Number:	2963152	BENCHWARE
Registration Number:	4225941	CERTARA
Registration Number:	4225942	CERTARA
Registration Number:	4225943	CERTARA
Registration Number:	4225944	CERTARA
Registration Number:	4092434	CLINICAL UTILITY INDEX
Registration Number:	1995015	COMFA
Registration Number:	3925628	CUI
Registration Number:	3013970	DMX
Registration Number:	3127577	DRUG MODEL EXPLORER
Registration Number:	3199784	GALAHAD
Registration Number:	3719658	MUSE

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Registration Number:	3719656	PANTHEON
Registration Number:	2100176	PHARSIGHT
Registration Number:	2720773	PHARSIGHT
Registration Number:	2624925	PHARSIGHT
Registration Number:	2688299	PHARSIGHT
Registration Number:	2688300	PHARSIGHT
Registration Number:	3747756	PHOENIX
Registration Number:	1336426	SYBYL
Registration Number:	3719655	THEMIS
Registration Number:	1709823	TRIPOS
Registration Number:	3690705	TRIPOS
Registration Number:	3690703	TRIPOS
Registration Number:	1902530	UNITY
Registration Number:	2279412	WINNONLIN
Serial Number:	85865746	QT
Serial Number:	85865750	QT+

CORRESPONDENCE DATA

Fax Number: 6175269899

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/088
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/02/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of December, 2013, by and among **CERTARA, L.P.**, a Delaware limited partnership ("Grantor"), and **GOLUB CAPITAL LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2013 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **ARSENAL MBDD HOLDING, INC.,** a Delaware corporation ("Holdings"), **CERTARA, L.P.**, a Delaware limited partnership ("CLP") and **CERTARA USA, INC.**, a Delaware corporation ("CUI" and, together with CLP, "Borrowers" and each a "Borrower"), the other parties thereto as "Guarantors", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 2.1 of the Security Agreement, the Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, provided that Trademark Collateral shall not include any "intent-to-use" trademark applications filed with the United States Trademark Office

unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such "intent-to-use" trademark applications;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting the Grantor's obligations under the Security Agreement, the Grantor and Administrative Agent may amend Schedule I to include any future United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS

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OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND (AND ANY LOAN PARTY MAY RESPOND TO SUCH SUIT IN SUCH COURT). ADMINISTRATIVE AGENT AND THE GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADMINISTRATIVE AGENT AND THE GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. ADMINISTRATIVE AGENT AND THE GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CERTARA, L.P.

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

By: **CERTARA SPAIN S.L.**, as sole member

By: _____
Name: James Munn
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (CERTARA, L.P.)]

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC

By: _____
Name: Robert G. Tuchscherer
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (CERTARA, L.P.]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

United States Marks				
Mark	**Registration Number**	**Registration Date**	**Application Date**	**Owner**
AUSPYX	2,834,593	04/20/2004	05/05/2003	Certara, L.P.
BENCHWARE	2,963,152	06/21/2005	10/10/2003	Certara, L.P.
CERTARA (Class 9)	4,225,941	10/16/2012	01/26/2009	Certara, L.P.
CERTARA (Class 35)	4,225,942	10/16/2012	01/26/2009	Certara, L.P.
CERTARA (Class 41)	4,225,943	10/16/2012	01/26/2009	Certara, L.P.
CERTARA (Class 42)	4,225,944	10/16/2012	01/26/2009	Certara, L.P.
CLINICAL UTILITY INDEX	4,092,434	01/24/2012	07/15/2010	Certara, L.P.
COMFA (Stylized)	1,995,015	08/20/1996	05/24/1995	Certara, L.P.
CUI	3,925,628	03/01/2011	07/15/2010	Certara, L.P.
DMX	3,013,970	11/08/2005	11/20/2003	Certara, L.P.
DRUG MODEL EXPLORER	3,127,577	08/08/2006	11/20/2003	Certara, L.P.
GALAHAD	3,199,784	01/16/2007	08/22/2005	Certara, L.P.
MUSE	3,719,658	12/01/2009	08/28/2008	Certara, L.P.
PANTHEON	3,719,656	12/01/2009	08/27/2008	Certara, L.P.
PHARSIGHT (Class 9)	2,100,176	09/23/1997	01/23/1996	Certara, L.P.
PHARSIGHT (Class 9)	2,720,773	06/03/2003	01/31/2002	Certara, L.P.
PHARSIGHT (Class 35)	2,624,925	09/24/2002	01/31/2002	Certara, L.P.

United States Marks				
Mark	**Registration Number**	**Registration Date**	**Application Date**	**Owner**
PHARSIGHT (Class 41)	2,688,299	02/18/2003	01/31/2002	Certara, L.P.
PHARSIGHT (Class 42)	2,688,300	02/18/2003	01/31/2002	Certara, L.P.
PHOENIX	3,747,756	02/09/2010	06/11/2007	Certara, L.P.
SYBYL	1,336,426	05/21/1985	07/13/1984	Certara, L.P.
THEMIS	3,719,655	12/01/2009	08/27/2008	Certara, L.P.
TRIPOS (Class 9)	1,709,823	08/25/1992	09/23/1991	Certara, L.P.
TRIPOS (and Design) (Classes 9 and 42)	3,690,705	09/29/2009	06/20/2006	Certara, L.P.
TRIPOS (Classes 9 and 42)	3,690,703	09/29/2009	06/20/2006	Certara, L.P.
UNITY	1,902,530	07/04/1995	05/18/1994	Certara, L.P.
WINNONLIN	2,279,412	09/21/1999	09/01/1998	Certara, L.P.

Trademark Applications

Mark	Country	Application Number	Application Date	Date of First Use	Owner/Licensee
QT	US	85/865,746	03/04/2013	ITU	Certara, L.P.
QT+	US	85/865,750	03/04/2013	ITU	Certara, L.P.

Trademark Licenses

United States Marks (Licensed)				
Mark	**Registration / Application Number**	**Registration Date**	**Application Date**	**Owner**
CONCORD	4,324,430	04/23/2013	09/14/2012	Board of Regents, The University of Texas System
DIVERSESOLUTIONS	4,402,628	09/17/2013	09/14/2012	Board of Regents, The University of Texas System
CONFORT	85/729,086	n/a	09/14/2012	Board of Regents, The University of Texas System
STEREOPLEX	85/729,126	n/a	09/14/2012	Board of Regents, The University of Texas System