

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CERTARA USA, INC.		05/10/2018	Corporation: DELAWARE
CERTARA, L.P.		05/10/2018	Limited Partnership: DELAWARE
SYNCHROGENIX INFORMATION STRATEGIES, LLC		05/10/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4225944	CERTARA
Registration Number:	4225941	CERTARA
Registration Number:	4225942	CERTARA
Registration Number:	4225943	CERTARA
Registration Number:	2963152	BENCHWARE
Registration Number:	4092434	CLINICAL UTILITY INDEX
Registration Number:	1995015	COMFA
Registration Number:	3925628	CUI
Registration Number:	3199784	GALAHAD
Registration Number:	3719658	MUSE
Registration Number:	2100176	PHARSIGHT
Registration Number:	2624925	PHARSIGHT
Registration Number:	2688299	PHARSIGHT
Registration Number:	2688300	PHARSIGHT
Registration Number:	2720773	PHARSIGHT

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Property Type	Number	Word Mark
Registration Number:	3747756	PHOENIX
Registration Number:	1336426	SYBYL
Registration Number:	1709823	TRIPOS
Registration Number:	3690703	TRIPOS
Registration Number:	3690705	TRIPOS
Registration Number:	1902530	UNITY
Registration Number:	2279412	WINNONLIN
Registration Number:	3841007	WIN
Registration Number:	3932445	WIN
Registration Number:	3093756	SYNCHROGENIX
Registration Number:	3213742	SYNCHROGENIX

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176970
NAME OF SUBMITTER:	ESTEFANIA LAUREANO
SIGNATURE:	/ESTEFANIA LAUREANO/
DATE SIGNED:	05/11/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 10, 2018 (this “Agreement”), by and among each of the entities from time to time party hereto (each a “Grantor”) and Jefferies Finance LLC in its capacity as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of August 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among EQT Avatar Intermediate, Inc., a Delaware corporation (“Holdings”), immediately prior to the Closing Date Assumption, EQT Avatar Holdings, Inc., a Delaware corporation (the “Initial Borrower”), and thereafter, each of (i) Certara Holdco, Inc., a Delaware corporation and the direct wholly-owned subsidiary of the Initial Borrower after giving effect to the Acquisition (the “Parent Borrower”), and (ii) Certara USA, Inc., a Delaware corporation and the indirect wholly-owned subsidiary of the Initial Borrower after giving effect to the Acquisition (the “Co-Borrower” and, together with the Initial Borrower and the Parent Borrower, each a “Borrower” and collectively the “Borrowers”), the lenders and issuing banks from time to time party thereto and the Administrative Agent and (b) the Pledge and Security Agreement dated as of August 15, 2017 (the “Security Agreement”), by and among Holdings, the Borrowers, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to

the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

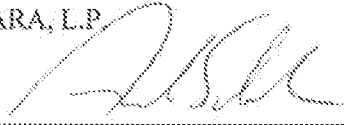
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CERTARA, L.P.

By: 
Name: Andrew Schemick
Title: CFO and Treasurer

CERTARA USA, INC.

By: 
Name: Andrew Schemick
Title: CFO and Treasurer

SYNCHROGENIX INFORMATION STRATEGIES,
LLC

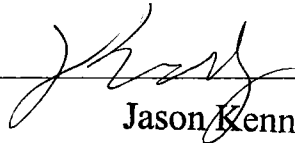
By: 
Name: Andrew Schemick
Title: CFO and Treasurer

[Signature Page to Trademark Security Agreement]

[[3670296]]

TRADEMARK
REEL: 006329 FRAME: 0576

JEFFERIES FINANCE LLC, as Administrative
Agent

By: 
Name: **Jason Kennedy**
Title: **Managing Director**

[Signature Page to Trademark Security Agreement]

[[3670296]]

TRADEMARK
REEL: 006329 FRAME: 0577

SCHEDULE I
TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	OWNER
CERTARA CERTARA	77656832	4225944	CERTARA L.P.
CERTARA CERTARA	77656825	4225941	CERTARA, L. P.
CERTARA CERTARA	77656827	4225942	CERTARA, L. P.
CERTARA CERTARA	77656830	4225943	CERTARA, L. P.
BENCHWARE	78312210	2963152	CERTARA, L.P.
CLINICAL UTILITY INDEX CLINICAL UTILITY INDEX	85085926	4092434	CERTARA, L.P.
COMFA CoMFA	74678397	1995015	CERTARA, L.P.
CUI CUI	85085927	3925628	CERTARA, L.P.
GALAHAD GALAHAD	78697300	3199784	CERTARA, L.P.
MUSE MUSE	77557807	3719658	CERTARA, L.P.

MARK	SERIAL NO.	REGISTRATION NO.	OWNER
PHARSIGHT	75047460	2100176	CERTARA, L.P.
PHARSIGHT	76365657	2624925	CERTARA, L.P.
PHARSIGHT	76366238	2688299	CERTARA, L.P.
PHARSIGHT	76366242	2688300	CERTARA, L.P.
PHARSIGHT	76365658	2720773	CERTARA, L.P.
PHOENIX PHOENIX	77978439	3747756	CERTARA, L.P.
SYBYL	73489835	1336426	CERTARA, L.P.
TRIPOS	74206276	1709823	CERTARA, L.P.
TRIPOS TRIPOS	78912559	3690703	CERTARA, L.P.
TRIPOS 	78912603	3690705	CERTARA, L.P.
UNITY	74526283	1902530	CERTARA, L.P.
WINNONLIN	75545863	2279412	CERTARA, L.P.
WIN WIN	77922017	3841007	SYNCHROGENIX INFORMATION STRATEGIES, LLC
WIN WIN	77922019	3932445	SYNCHROGENIX INFORMATION STRATEGIES, LLC
THINKING WITHOUT BORDERS <small>THINKING WITHOUT BORDERS</small>	79158179	4896768	CERTARA USA, INC.
SYNCHROGENIX	76977137	3093756	SYNCHROGENIX INFORMATION STRATEGIES, LLC
SYNCHROGENIX	76374342	3213742	SYNCHROGENIX INFORMATION STRATEGIES, LLC