

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533283

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900504036

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Certara, L.P.		06/19/2019	Limited Partnership: DELAWARE
Synchrogenix Information Strategies, LLC		06/19/2019	Limited Liability Company: DELAWARE
Tripos Investments, LLC		06/19/2019	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: 7

Property Type	Number	Word Mark
Registration Number:	4092434	CLINICAL UTILITY INDEX
Registration Number:	3199784	GALAHAD
Serial Number:	88271267	OPENPHARMA
Serial Number:	88143069	PHOENIX PK ASSIST
Serial Number:	88255636	PIRANA
Serial Number:	88252459	PK SUBMIT
Serial Number:	88184914	VIRTUAL TWIN

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1100791 TM

NAME OF SUBMITTER: Annette Vera

SIGNATURE: /Annette Vera/

DATE SIGNED: 07/24/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 19, 2019 (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 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Security Agreement”), by and among the Borrowers, Holdings, 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.

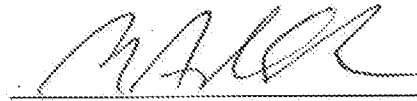
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CERTARA, L.P.

By: 
Name: Michael Andrew Schemick
Title: CFO

SYNCHROGENIX INFORMATION
STRATEGIES, LLC

By: 
Name: Michael Andrew Schemick
Title: CFO

Tripos Investments, LLC

By: 
Name: Michael Andrew Schemick
Title: CFO

[Signature Page to Trademark Security Agreement]

JEFFERIES FINANCE LLC, as
Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Trademark Security Agreement]

[3912529]

TRADEMARK
REEL: 006701 FRAME: 0591

SCHEDULE I
TRADEMARKS

REGISTERED OWNER	SERIAL NO.	REGISTRATION NUMBER	TRADEMARK	COMMENT
Certara, L.P.	85085926	4092434	Clinical Utility Index	Cancelled
Certara, L.P.	78697300	3199784	GALAHAD	Cancelled
Synchrogenix Information Strategies	88271267		OPENPHARMA	Pending
Certara, L.P.	88143069		PHOENIX PK ASSIST	Pending
Certara, L.P.	88255636		PIRANA	Pending
Certara, L.P.	88252459		PKSUBMIT	Pending
Certara, L.P. Tripos Investments, LLC	88184914		VIRTUAL TWIN	Pending
Certara, L.P. Tripos Investments, LLC	88184914		VIRTUAL TWIN	Pending