

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	12/02/2002
CONVEYING PARTY DATA	
Name	Execution Date
Tripos, Inc.	12/02/2002
RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	One North Brentwood
Internal Address:	Ste. 950
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63106
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6240374
Patent Number:	6208942
Application Number:	09626099
Application Number:	09825448
CORRESPONDENCE DATA	
Fax Number:	(314)259-2020
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-259-2619
Email:	dacrowe@bryancave.com
Correspondent Name:	Daniel A. Crowe
Address Line 1:	211 North Broadway
Address Line 2:	Ste. 3600
Address Line 4:	St. Louis, MISSOURI 63102
NAME OF SUBMITTER:	Daniel A. Crowe

PATENT

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Total Attachments: 4

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**AMENDED AND RESTATED
GRANT OF SECURITY INTEREST IN PATENTS**

WHEREAS, TRIPOS, Inc., a Utah Corporation having a principal place of business at 1699 S. Hanley Road, St. Louis, MO 63144 ("GRANTOR") is the owner of all right, title and interest in, to and under the patents identified and/or referred to on Schedule B attached hereto and as set forth in the Amended and Restated Intellectual Property Security Agreement, dated as of December 2, 2002, by and between GRANTOR and LASALLE BANK NATIONAL ASSOCIATION (f/k/a LaSalle National Bank, "GRANTEE") (as may be amended in writing from time to time by the parties thereto, the "IP Security Agreement") (the "Patents");

WHEREAS, GRANTOR and GRANTEE are parties to that certain Grant of Security Interest in Patents dated as of April 30, 1999 ("Prior Patent Security Agreement"), and recorded with the United States Patent and Trademark Office in Reel/Frame 009987/0659;

WHEREAS, GRANTOR and GRANTEE have agreed to amend and restate the Prior Patent Security Agreement on the terms and conditions provided in the IP Security Agreement; and

WHEREAS, in accordance with the IP Security Agreement, GRANTOR agrees to assign and grant to GRANTEE a first priority security interest in, and lien upon, all of GRANTOR's right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the IP Security Agreement, GRANTOR hereby assigns and grants to GRANTEE a first priority security interest in, and a lien upon, all of GRANTOR's worldwide right, title, and interest in, to and under the Patents including, but not limited to, all reissues, reexaminations, divisional, provisional, continuation, continuation-in-part, continuing, foreign counterpart, Patent Cooperation Treaty, extensions, or the like, applications and patents relating thereto (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), or which have been or may later be filed therefor, and any Letters Patent which may be granted and issued therefor in or for the United States of America, and all foreign countries, as well as any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such inventions, applications, patents and/or technology, including all treaty and convention rights, and the right to sue for present, past, and future infringement or misappropriation of any of said rights and/or property, and to enforce any rights and file any causes of action related thereto (either in law or equity), and to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto (including, but not limited to, all Proceeds as such term is defined in the IP Security Agreement).

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in

the IP Security Agreement) of GRANTOR and shall be effective as of the effective date of the IP Security Agreement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to GRANTEE under the IP Security Agreement. The rights and remedies of GRANTEE with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the IP Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed and made this Grant of Security Interest effective as of the 2ND day of December, 2002.

GRANTOR:

TRIPOS, INC.
a Utah Corporation

By: _____

Name: B James Rubin

Title: Senior Vice President and Chief Financial Officer

GRANTEE:

LASALLE BANK NATIONAL ASSOCIATION

By: _____

Name: Tom Harmon

Title: Vice President

STATE OF Missouri)
) ss.
CITY OF St. Louis)

The foregoing instrument was acknowledged before me this 2nd day of December, 2002, by B. James Rubin, the Senior Vice President and Chief Financial Officer of TRIPOS, INC., a Utah corporation, on behalf of said company.

Hilda Ann Hilton
Notary Public

Name: _____

HILDA ANN HILTON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County

My Commission Expires: May 29, 2006 (typed, printed or stamped)

[SEAL]

My appointment expires: _____

STATE OF Missouri)
) ss.
CITY OF St. Louis)

The foregoing instrument was acknowledged before me this 2nd day of December, 2002, by Tom Harmon, the Vice President of LASALLE BANK NATIONAL ASSOCIATION, on behalf of said bank.

Hilda Ann Hilton
Notary Public

Name: _____

HILDA ANN HILTON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County

My Commission Expires: May 29, 2006 (typed, printed or stamped)

[SEAL]

My appointment expires: _____

EXHIBIT B**PATENTS**

U.S. PATENTS		
<u>PATENT</u>	<u>APPLICATION NO.</u>	<u>PATENT NO.</u>
FURTHER METHOD OF CREATING AND RAPIDLY SEARCHING A VIRTUAL LIBRARY OF POTENTIAL MOLECULES USING VALIDATED MOLECULAR STRUCTURAL DESCRIPTORS	08/903,217	6,240,374
MOLECULAR HOLOGRAM QSAR	09/022,252	6,208,942
PKa Patent Application	09/626,099	N/A
METHOD FOR SEARCHING HETEROGENEOUS COMPOUND DATABASES USING TOPOMERIC SHAPE DESCRIPTORS AND PHARMACOPHORIC FEATURES	09/825,448	N/A

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