# PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---|---|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |

**CONVEYING PARTY DATA**

| Name | Execution Date |
|---|---|
| Tripos, L.P. | 03/20/2007 |

**RECEIVING PARTY DATA**

| | |
|---|---|
| Name: | Silicon Valley Bank |
| Street Address: | 3003 Tasman Drive |
| City: | Santa Clara |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |

**PROPERTY NUMBERS Total: 17**

| Property Type | Number |
|---|---|
| Patent Number: | 7065524 |
| Patent Number: | 7043415 |
| Patent Number: | 6985846 |
| Patent Number: | 6937257 |
| Patent Number: | 6732093 |
| Patent Number: | 6618721 |
| Application Number: | 11872369 |
| Application Number: | 11799037 |
| Application Number: | 11728727 |
| Application Number: | 11712604 |
| Application Number: | 11388660 |
| Application Number: | 10773767 |
| Application Number: | 09823944 |
| Application Number: | 09613902 |
| Application Number: | 09565873 |

CH $680.00 7065524

| Application Number: | 09557520 |
|---|---|
| PCT Number: | US0781514 |

CORRESPONDENCE DATA

Fax Number: (650)849-4800

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (650)849-4400

Email: mary.zimmerman@bingham.com

Correspondent Name: Mary R. Zimmerman

Address Line 1: Bingham McCutchen LLP

Address Line 2: Three Embarcadero Center

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

| ATTORNEY DOCKET NUMBER: | 2073414-0000323194 |
|---|---|
| NAME OF SUBMITTER: | Mary R. Zimmerman |

Total Attachments: 8
source=TriposPatSecAgt_rev2#page1.tif
source=TriposPatSecAgt_rev2#page2.tif
source=TriposPatSecAgt_rev2#page3.tif
source=TriposPatSecAgt_rev2#page4.tif
source=TriposPatSecAgt_rev2#page5.tif
source=TriposPatSecAgt_rev2#page6.tif
source=TriposPatSecAgt_rev2#page7.tif
source=TriposPatSecAgt_rev2#page8.tif

# PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 20, 2007, is entered into by and between TRIPOS, L.P., a Delaware limited partnership (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of March 20, 2007, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of March 20, 2007, among Grantor, TRIPOS (DE), INC., a Delaware corporation and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1.     Grant of Security Interest

(a)     Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether owned or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b)     Schedule A hereto contains a true and accurate list of all of Grantor's United States Patents.

(c)     The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of

any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2.    Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3.    Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4.    Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

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

By: _____
Name:
Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.
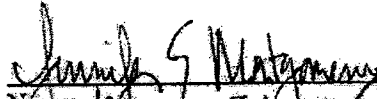
GRANTOR:

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

By: _____
      Name:
      Title:

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
      Name: Jennifer E. Montgomery
      Title: Senior Relationship Manager

## Schedule A to PATENT SECURITY AGREEMENT

### U.S. Patents

| Description | Patent/ Application Number | Issue/ Application Date |
|---|---|---|
| Comparative Molecular Field Analysis (CoMFA) | 5,025,388 | 06-18-1991 |
| Comparative Molecular Field Analysis (COMFA) | 5,307,287 | 04-26-1994 |
| Molecular Hologram QSAR | 5,751,605 | 05-12-1998 |
| 5-HT2A Receptor Inverse Agonists | 6,107,324 | 08-22-2000 |
| Method for Selecting an Optimally Diverse Library of Small Molecules Based on Validated Molecular Structural Descriptors | 6,185,506 | 02-06-2001 |
| Molecular Holograph QSAR | 6,208,942 | 03-27-2001 |
| Further Method of Creating and Rapidly Searching a Virtual Library of Potential Molecules Using Validated Molecular Structural Descriptors | 6,240,374 | 05-29-2001 |
| Optimal Dissimilarity Method for Choosing Distinctive Items of Information From a Large Body of Information | 6,535,819 | 03-18-2003 |
| Visualizing High Dimensional Descriptors of Molecular Structures | 6,675,103 | 01-06-2004 |
| Method for Accurately Estimating PKa of Molecules Using Atom Type Definitions and Partial Least Squares Method for Accurately Estimating PKa of Molecules Using Atom Type Definitions and Partial Least Squares | 7,006,921 | 02-28-2006 |
| Computer-Implemented Method of Merging Libraries of Molecules Using Validated Molecular Structural Descriptors and Neighborhood Distances to Maximize Diversity and Minimize Redundancy | 7,096,162 | 08-22-2006 |
| A Virtual Library Searchable for Possible Combinatorially Derived Product Molecules Having Desired Properties Without the Necessity of Generating Product Structures | 7,136,758 | 11-14-2006 |
| Computer-Implemented Method of Generating and Characterizing Representative Three Dimensional Conformations of Reactant Molecules | 7,184,893 | 02-27-2007 |
| Method for Characterizing and Analyzing 3-D Shapes of Molecules Utilizing Steric Multiplets | 7,212,951 | 05-01-2007 |
| Comparative Field Analysis (CoMFA) Utilizing Topomeric Alignment of Molecular Fragments | 7,329,222 | 02-12-2008 |
| Method for Searching Heterogeneous Compound Databases Using Topomeric Shape Descriptors and Pharmacophoric Features | 7,330,793 | 02-12-2008 |
| Same Activity/Lead Hoping | 09/718,104 | 11-20-2000 |
| MCH Hierarchy | 09/805,685 | 08-04-2000 |

A/72732654.1

| Description | Patent/ Application Number | Issue/ Application Date |
|---|---|---|
| Structural Unit Analysis | 10/206,387 | 07-25-2002 |
| System and Method for Providing Canonically Unique Structural Representation of Chemical Compounds | 10/994,167 | 11-19-2004 |
| System and Method for Structural Representation of Chemical Compounds | 10/994,193 | 11-19-2004 |
| Computer Implemented Method for Aligning Flexible Molecules by Performing Ensemble Alignment in the Internal Coordinate Space Followed by Rigid Body Alignment in Cartesian Space | 11/495,996 | 07-27-2006 |
| Forward Synthetic Synthon Generation and its Use to Identify Molecules Similar to 3 Dimensional Shape to Pharmaceutical Lead Compounds | 60/785,947 | 03-24-2006 |
| Identification and Correction of Confounders in a Statistical Analysis | 7,065,524 | 06-20-2006 |
| Interactive Graphical Environment for Drug Model Generation | 7,043,415 | 05-09-2006 |
| System and Method for Simulating Clinical Trial Protocols with Compiled State Machines | 6,985,846 | 01-10-2006 |
| Unit Tracking and Notification in a Graphical Drug Model Editor | 6,937,257 | 08-30-2005 |
| Systems and Methods for Performing Temporal Logic Queries | 6,732,093 | 05-04-2004 |
| Method and Mechanism for Data Screening | 6,618,721 | 09-09-2003 |
| Integrated Drug Development Software Platform | 11/872,369 | 10-15-2007 |
| Method for Characterizing and Analyzing 3-D Shapes of Molecules Utilizing Steric Multiplets | 11/799,037 | 04-30-2007 |
| Forward Synthetic Synthon Generation and its Use to Identify Molecules Similar to 3 Dimensional Shape to Pharmaceutical Lead Compounds | 11/728,727 | 03-26-2007 |
| Computer Implemented Method for Selecting an Optimally Diverse Library of Small Molecules Based on Validated Mollecular Structural Descriptors | 11/712,604 | 02-27-2007 |
| Drug Model Explorer | 11/388,660 | 03-23-2006 |
| Drug Model Explorer | 10/773,767 | 02-06-2004 |
| Method and System for Integrated Adaptive Dose, Trial, and Development Program Decisions Druign Pharmaceutical Clinical Trials | 09/823,944 | 03-30-2001 |
| System and Method to Estimate a Distribution of Experiment Outcomes Based Upon a Distribution of Covariates in a Populat | 09/613,902 | 07-11-2000 |
| Multi-Level Method and System for Protection of Record Privacy on a Network | 09/565,873 | 05-05-2000 |

A/72732654.1

| Description | Patent/ Application Number | Issue/ Application Date |
|---|---|---|
| System and Method for Delivering Analysis of Medical Data Over a Network | 09/557,520 | 04-25-2000 |
| Integrated Drug Development Software Platform | 60/852,374 | 10-16-2006 |
| Drug Model Explorer | 60/661,181 | 03-10-2005 |
| Drug Model Explorer | 60/511,602 | 10-14-2003 |
| Method and System for Integrated Adaptive Dose, Trial, and Development Program Decisions During Pharmaceutical Clinical Trials | 60/265,999 | 02-02-2001 |
| Drug Model Editor | 60/265,750 | 01-31-2001 |
| Method and System for Integrated Adaptive Dose, Trial, and Development Program Decisions During Pharmaceutical Clinical Trials | 60/264,936 | 01-29-2001 |

## Foreign Patents

| Description | Country | Patent/Publ/ Application Number | Issue/Publ/ Application Date |
|---|---|---|---|
| Integrated Drug Development Software Platform | WO | PCT/US2007/081514 | 10-16-2007 |
| Drug Model Explorer | WO | PCT/US2004/033685 | 10-12-2004 |
| Method for Selecting an Optimally Diverse Library of Small Molecules Based on Validated Molecular Structural Descriptors | CA | 2,245,935 | 07-20-2004 |
| Comparative Molecular Field Analysis (CoMFA) Utilizing Topomeric Alignment of Molecular Fragments | CA | 2,477,459 | 02-25-2003 |
| Comparative Molecular Field Analysis (CoMFA) Utilizing Topomeric Alignment of Molecular Fragments | EP | 03711262.0 | 02-25-2003 |
| Forward Synthetic Synthon Generation and Its Use to Identify Molecules Similar in 3 Dimensional Shape to Pharmaceutical Lead Compounds | EP | based on PCT/US2007/007491 | 03-26-2007 |
| Comparative Molecular Field Analysis (CoMFA) | AT | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | BE | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | CH | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | DE | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | DK | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | FR | 0592421 | 03-26-1997 |

| Description | Country | Patent/Publ/ Application Number | Issue/Publ/ Application Date |
|---|---|---|---|
| Comparative Molecular Field Analysis (CoMFA) | GB | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | IT | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | NL | 0592421 | 03-26-1997 |
| Comparative Molecular Field Analysis (CoMFA) | SE | 0592421 | 03-26-1997 |

A/72732654.1