

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2678736

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CERTARA, L.P.	12/19/2013
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
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	5751605
Patent Number:	6107324
Patent Number:	6185506
Patent Number:	6208942
Patent Number:	6240374
Patent Number:	6535819
Patent Number:	6618721
Patent Number:	6675103
Patent Number:	6732093
Patent Number:	6937257
Patent Number:	6985846
Patent Number:	7043415
Patent Number:	7065524
Patent Number:	7096162

Patent Number:	7184893
Patent Number:	7212951
Patent Number:	7329222
Patent Number:	7330793
Patent Number:	7516018
Patent Number:	7580799

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
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:	01/13/2014

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent 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”).

WITNESSETH:

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 (“CU” 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 the 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 the Secured Parties, this Patent 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 PATENT 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 Patent 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 “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent 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 Patent 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 the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent 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 Patent 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 Patent 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 patents 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 Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" and ".tif" format) also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS 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 PATENT 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 PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

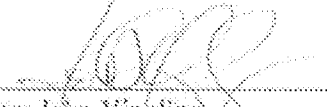
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent 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: 
Name: John Yingling
Title: Chief Financial Officer and
Treasurer

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

**PATENT
REEL: 031997 FRAME: 0204**

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents and Patent Applications

United States Patents				
Subject/Title	Filing Date	Application Number	Patent Number	Listed Owner
Hologram QSAR (Filed as: Molecular Hologram QSAR)	08/15/1996	08/698,040	5,751,605	Certara, L.P.
Non-Endogenous Constitutively Activated Human Serotonin Receptors and Small Molecule Modulators Thereof	04/14/1999	09/292,071	6,107,324	Certara, L.P. Arena Pharmaceuticals, Inc.
Non-Endogenous Constitutively Activated Human Serotonin Receptors and Small Molecule Modulators Thereof	04/14/1999	09/292,069	6,140,509	Tripes, Inc. Arena Pharmaceuticals, Inc.
Method for Selecting an Optimally Diverse Library of Small Molecules Based on Validated Molecular Structural Descriptors	01/26/1996	08/592,132	6,185,506	Certara, L.P.
Hologram QSAR (CIP) (Filed as: Molecular Hologram QSAR)	02/10/1998	09/022,252	6,208,942	Certara, L.P.
ChemSpace (Filed as: Further Method of Creating and Rapidly Searching a Virtual Library of Potential Molecules Using Validated Molecular Structural Descriptors)	07/20/1997	08/903,217	6,240,374	Certara, L.P.
Optisim (Filed as: Optimal Dissimilarity Method for Choosing Distinctive Items of Information From a Large	04/13/1998	09/059,017	6,535,819	Certara, L.P.

United States Patents				
Subject/Title	Filing Date	Application Number	Patent Number	Listed Owner
Body of Information)				
Method and Mechanism for Data Screening	09/29/2000	09/67,6358	6,618,721	Certara, L.P.
Horizon (Filed as: Visualizing High Dimensional Descriptors of Molecular Structures)	03/22/2000	09/533,035	6,675,103	Certara, L.P.
Systems and Methods for Performing Temporal Logic Queries	05/31/2001	09/873,132	6,732,093	Certara, L.P.
Unit Tracking and Notification in a Graphical Drug Model Editor	03/30/2001	09/823,439	6,937,257	Certara, L.P.
System and Method for Simulating Clinical Trial Protocols with Complied State Machines	03/30/2001	09/823,213	6,985,846	Certara, L.P.
Interactive Graphical Environment for Drug Model Generation	03/30/2001	09/823,214	7,043,415	Certara, L.P.
Identification and Correction of Confounders in a Statistical Analysis	03/30/2001	09/823,645	7,065,524	Certara, L.P.
Merging Libraries (Filed as: Computer-Implemented Method of Merging Libraries of Molecules Using Validated Molecular Structural Descriptors and Neighborhood Distances to Maximize Diversity and Minimize Redundancy)	02/05/2001	09/776,711	7,096,162	Certara, L.P.
Topomer Alignment (Filed as: Computer-Implemented Method of Generating and Characterizing Representative Three Dimensional Conformations)	02/05/2001	09/776,708	7,184,893	Certara, L.P.

United States Patents				
Subject/Title	Filing Date	Application Number	Patent Number	Listed Owner
of Reactant Molecules)				
Multiplets (Filed as: Method for Characterizing and Analyzing 3-D Shapes of Molecules Utilizing Steric Multiplets)	08/25/2004	10/926,781	7,212,951	Certara, L.P.
Topomeric CoMFA (Filed as: Comparative Field Analysis (Comfa) Utilizing Topomeric Alignment of Molecular Fragments)	02/25/2003	10/374,741	7,329,222	Certara, L.P.
DB Topomer Searching (Filed as: Method for Searching Heterogeneous Compound Databases Using Topomeric Shape Descriptors and Pharmacophoric Features)	04/02/2001	09/825,448	7,330,793	Certara, L.P.
Structural Unit Analysis	07/25/2002	10/206,387	7,516,018	Certara, L.P.
Multiplets (CON) (Filed as: Method for Characterizing and Analyzing 3-D Shapes of Molecules Utilizing Steric Multiplets)	04/30/2007	11/799,037	7,580,799	Certara, L.P.
Allchem (Filed as: Forward Synthetic Synthon Generation and its Use to Identify Molecules Similar in 3 Dimensional Shape to Pharmaceutical Lead Compounds)	03/26/2007	11/728,727	7,860,657	No assignment in favor of Tripos or Certara has been recorded with the PTO. This application may be assigned under the provisional application, App. No. 60/785,947.
Systems and Methods for Predicting and Adjusting the Dosage of Medicines in Individual Patients	01/30/2013	61/758,579	N/A	(Inventors are Geoffrey Tucker, Amin Rostami-Hodjegan and Steve Toon). To be assigned to Certara, L.P.