

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMB Holding Corp.		06/25/2007	CORPORATION: DELAWARE
Embarcadero Technologies, Inc.		06/25/2007	CORPORATION: DELAWARE
SHC Ambeo Acquisition Corp.		06/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2644135	DATA VOYAGER
Registration Number:	1898740	DBARTISAN
Registration Number:	2568453	DESCRIBE
Serial Number:	78925678	DSAUDITOR
Registration Number:	2636451	DT/STUDIO
Serial Number:	77118212	EA/STUDIO
Registration Number:	2705249	EMBARCADERO
Registration Number:	2504535	
Registration Number:	2203227	ER/STUDIO
Registration Number:	2970966	EXTREME TEST
Registration Number:	1900443	RAPID SQL
Registration Number:	2428510	EMBARCADERO TECHNOLOGIES DO MORE NOW

OP \$415.00 2644135

Serial Number:	78947828	WE MAKE DATA WORK
Registration Number:	2602159	AMBEO
Registration Number:	2711749	IONWHY
Serial Number:	78899266	AUCTIONMISER

CORRESPONDENCE DATA

Fax Number: (213)996-3339

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

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00224
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	06/26/2007

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of June, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of June 25, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among EMB Holding Corp., a Delaware corporation ("Parent"), Embarcadero Technologies, Inc., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use Trademark applications until such time as a verified statement of use with respect thereto has been filed with the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any


reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]


IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:


EMB HOLDING CORP., a Delaware corporation

By: 
Name: Raj P. Sabhlok
Title: President

EMBARCADERO TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: Raj P. Sabhlok
Title: President

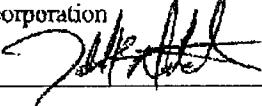
SHIC AMBEC ACQUISITION CORP., a Delaware corporation

By: 
Name: Raj P. Sabhlok
Title: President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation


By: 
Name: _____
Title: _____
TODD R. NAKAMOTO
VICE PRESIDENT

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

United States Trademarks and Trademark Applications

Embarcadero Technologies, Inc.

Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Renewal Date	Status
DATA VOYAGER	United States	2/6/2001	76/206,927	10/29/2002	2,644,135	10/29/2007	Registered
DBARTISAN	United States	5/25/1994	74/529,565	6/13/1995	1,898,740	6/7/2015	Registered
DESCRIBE	United States	3/8/2001	76/221,930	5/7/2002	2,568,453	5/7/2007	Registered
DS AUDITOR	United States	7/10/2006	78/925,678				Pending
DT/STUDIO	United States	5/24/2000	76/055,602	10/15/2002	2,636,451	10/15/2007	Registered
EA/STUDIO	United States	2/28/2007	77/118,212				Pending
EMBARCADERO	United States	3/26/2001	76/230,882	4/8/2003	2,705,249	4/8/2009	Registered
EMBARCADERO LOGO	United States	1/30/2001	76/203,320	11/6/2001	2,504,535	11/6/2007	Registered
ER/STUDIO	United States	12/31/1996	75/220,219	11/10/1998	2,203,227	11/10/2008	Registered
EXTREME TEST	United States	5/24/2000	76/055,618	7/19/2005	2970966	7/19/2010	Registered
RAPID SQL	United States	3/31/1994	74/507,339	6/20/1995	1,900,443	6/20/2015	Registered

Trademark	Country	Status	App. No./ Reg. No.	App./Reg. Date	Owner
EMBARCADERO TECHNOLOGIES DO MORE NOW  do more now	U.S.	Registered	2428510	2/13/01	Embarcadero Technologies, Inc.
WE MAKE DATA WORK	U.S.	Pending	78947828	8/8/06	Embarcadero Technologies, Inc.
AMBEO	U.S.	Registered	2602159	7/30/02	SHC Ambeo Acquisition Corp.

Trademark	Country	Status	App. No./ Reg. No.	App./Reg Date	Owner
IONWHY	U.S.	Registered	2711749	4/29/03	SHC Ambeo Acquisition Corp.
AUCTIONMISER ¹	U.S.	Pending	78899266	6/2/06	Advanced Software Technology, Inc. P.O. Box 7144 Huntsville, AL 35807

¹ Trademark to be transferred to Embarcadero Technologies, Inc. on a post-Closing Date basis.