

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMBARCADERO SYSTEMS CORPORATION		07/02/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE ROYAL BANK OF SCOTLAND PLC, as Collateral Agent		
<b>Street Address:</b>	135 Bishopsgate		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2M 3UR		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2489436	VOYAGERTRACK	
Registration Number:	2752309	VASTAC	
Registration Number:	2546841	WEBTAMS	
Registration Number:	2827999	ESC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-830-9541		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	Linklaters LLP		
<b>Address Line 1:</b>	1345 Avenue of the Americas		
<b>Address Line 2:</b>	Attn: Jada Horton		
<b>Address Line 4:</b>	New York, NEW YORK 10105		
<b>ATTORNEY DOCKET NUMBER:</b>	400061		

**CH \$115.00 2489436**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	11/20/2007

Total Attachments: 10  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 2, 2007, between Embarcadero Systems Corporation, a California corporation (the "Grantor") and The Royal Bank of Scotland plc ("RBS"), as collateral agent for the Senior Secured Parties (the "Senior Collateral Agent") and as collateral agent for the Second-Lien Secured Parties (the "Second-Lien Collateral Agent"; the Senior Collateral Agent and the Second-Lien Collateral Agent, collectively, the "Collateral Agent").

### RECITALS

- (A) Highstar Harbor Holdings III, Inc., a Delaware corporation (the "Borrower"), the guarantors named on the signature pages thereof, including the Grantor (collectively, the "Guarantors"), the financial institutions named on the signature pages thereof (the "Lenders"), RBS, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and the Collateral Agent are parties to a Credit Agreement dated as of July 2, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").
- (B) The Borrower, the Grantor, the other Guarantors, the Senior Collateral Agent and the Second Lien Collateral Agent have entered into an Intercreditor Agreement dated as of July 2, 2007 (the "Intercreditor Agreement").
- (C) The Borrower, the Grantor and the other Guarantors are party to a Pledge and Security Agreement, dated as of July 2, 2007 in favor of the Collateral Agent (as it may from time to time be amended, modified or supplemented, the "Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Senior Obligations, the Grantor hereby grants to the Senior Collateral Agent, for its benefit and for the benefit of the Senior Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second-Lien Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Second-Lien

Collateral Agent, for its benefit and for the benefit of the Second-Lien Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“Intellectual Property Collateral” means the Grantor’s right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Collateral Agent (a) for the benefit of the Senior Secured Parties and securing the Senior Obligations, will be a “first” priority Security Interest in the Collateral, junior to no other Security Interests, (b) for the benefit of the Second-Lien Secured Parties and securing the Second-Lien Obligations, will be a “second” priority Security Interest in the Collateral, junior only to the Security Interest described in clause (a) above. The Security Interests granted to the Collateral Agent and all other rights and benefits afforded hereunder to the Secured Parties are expressly subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement will prevail. The grants of security hereunder constitute two separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the Senior Secured Parties securing the Senior Obligations and (2) the Security Interest in the Collateral granted to the Second-Lien Secured Parties securing the Second-Lien Obligations, and each such Security Interest will constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

### SECTION 4 Certain Exclusions

- (a) Notwithstanding anything herein to the contrary, in no event will the Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property constituting an Excluded Asset (as defined in the Pledge and Security Agreement), including:

- (i) any Intellectual Property Collateral, including, without limitation, any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein, or results in a breach of the terms of, or constitutes a default under, such Intellectual Property Collateral or if such a grant would adversely affect the enforceability or validity of such Trademark application; and
  - (ii) any Copyright License, Patent License or Trademark License to which the Grantor is a party, any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such Copyright License, Patent License or Trademark License, or otherwise, result in a breach of the terms of, or constitute a default under, abandonment of, render unenforceable, trigger an express termination right on the part of any other party (which right is not waived in writing) or result in the termination of any such Copyright License, Patent License or Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral will include, and the Grantor will be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect.
- (b) Nothing herein shall preclude the Grantor from taking any action in the United States Patent and Trademark Office of the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof, including modification, reexamination or abandonment of any Intellectual Property Collateral, that is (i) in accord with the ordinary conduct of the Grantor's business, as such business is currently conducted, and (ii) permitted by the terms of the Loan Documents.

#### SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement will prevail.


#### SECTION 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN  
ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK  
(INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE  
OF NEW YORK).

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**IN WITNESS WHEREOF**, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EMBARCADERO SYSTEMS CORPORATION, as Grantor

By   
Name: Gail Parris  
Title: Secretary

**ACCEPTED AND AGREED:**

THE ROYAL BANK OF SCOTLAND PLC, as Collateral Agent

By: 

Name:

Title:

**Anthony Edwards**  
**Senior Vice President**



SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

(B) COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>App. No.</u>	<u>Date</u>
None.		

(C) COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
 PATENT REGISTRATIONS

## (A) REGISTERED PATENTS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Method and apparatus for controlling cameras and performing optical character recognition of container code and chassis code	7,231,065	June 12, 2007

## (B) PATENT APPLICATIONS

<u>Patent</u>	<u>App. No.</u>	<u>Date</u>
None.		

## (C) PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

## (A) REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
VoyagerTrack	2489436	September 11, 2001
VASTAC	2752309	August 19, 2003
webTAMS	2546841	March 12, 2002
ESC	2827999	March 30, 2004

## (B) TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>App. No.</u>	<u>Date</u>
None.		

## (C) TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		