

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b> | Second Lien Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type                         |
|--------------|----------|----------------|-------------------------------------|
| CODEGEAR LLC |          | 09/30/2008     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Name:</b>             | WELLS FARGO FOOTHILL, INC., AS AGENT |
| <b>Street Address:</b>   | 2450 Colorado Avenue                 |
| <b>Internal Address:</b> | Suite 3000W                          |
| <b>City:</b>             | Santa Monica                         |
| <b>State/Country:</b>    | CALIFORNIA                           |
| <b>Postal Code:</b>      | 90071                                |
| <b>Entity Type:</b>      | CORPORATION: CALIFORNIA              |

**PROPERTY NUMBERS Total: 18**

| Property Type  | Number   | Word Mark   |
|----------------|----------|-------------|
| Serial Number: | 76284939 | BIZSNAP     |
| Serial Number: | 78209737 | C#BUILDER   |
| Serial Number: | 75215051 | C++ BUILDER |
| Serial Number: | 76182060 | CLX         |
| Serial Number: | 77034213 | CODEGEAR    |
| Serial Number: | 77120381 | CODERAGE    |
| Serial Number: | 75219649 | CODEWRIGHT  |
| Serial Number: | 74535376 | DELPHI      |
| Serial Number: | 78228757 | ECO         |
| Serial Number: | 74208525 | INTERBASE   |
| Serial Number: | 75215052 | JBUILDER    |
| Serial Number: | 76418158 | JDATASTORE  |
| Serial Number: | 76047538 | KYLIX       |

CH \$465.00 76284939

|                |          |                |
|----------------|----------|----------------|
| Serial Number: | 73647228 | TURBO DEBUGGER |
| Serial Number: | 73469354 | TURBO PASCAL   |
| Serial Number: | 73624203 | TURBO PASCAL   |
| Serial Number: | 76182058 | TWO-WAY-TOOLS  |
| Serial Number: | 76284938 | WEBSNAP        |

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 683-5627  
Email: PalakShah@PaulHastings.com  
Correspondent Name: Palak Shah  
Address Line 1: Paul, Hastings, Janofsky & Walker LLP  
Address Line 2: 515 S. Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

|                         |              |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 45035.00224  |
| NAME OF SUBMITTER:      | Palak Shah   |
| Signature:              | /Palak Shah/ |
| Date:                   | 05/13/2009   |

Total Attachments: 6  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September 2008, by and between CodeGear LLC, a Delaware limited liability company ("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 Second 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 has agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group have agreed to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, a supplement to that certain Second Lien Security Agreement, dated as of June 25, 2007 (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, Grantor is 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, 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. 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 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 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 Grantor 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 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. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CODEGEAR LLC, a Delaware limited liability company, as Grantor

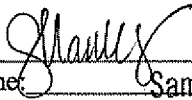
By: \_\_\_\_\_

Name: James Lines  
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC., a California  
corporation, as Agent

By:   
Name: Samantha Marks  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| Mark           | Country       | Classes       | App. Number | App. Date  | Reg. Number | Reg. Date  | Status     | Grantor      |
|----------------|---------------|---------------|-------------|------------|-------------|------------|------------|--------------|
| BIZSNAP        | United States | 9             | 76/284,939  | 7/13/2001  | 3315045     | 10/23/2007 | Registered | CodeGear LLC |
| C#BUILDER      | United States | 9, 41, 42     | 78/209,737  | 1/31/2003  | 2,968,258   | 7/12/2005  | Registered | CodeGear LLC |
| C++BUILDER     | United States | 9             | 75/215,051  | 12/18/1996 | 2,593,325   | 7/16/2002  | Registered | CodeGear LLC |
| CLX            | United States | 9, 42         | 76/182,060  | 12/14/2000 | 2,747,950   | 8/5/2003   | Registered | CodeGear LLC |
| CODEGEAR       | United States | 9, 35, 41, 42 | 77/034,213  | 11/1/2006  |             |            | Pending    | CodeGear LLC |
| CODERAGE       | United States | 35, 41        | 77/120381   | 3/1/2007   |             |            | Pending    | CodeGear LLC |
| CODEWRIGHT     | United States | 9             | 75/219,649  | 12/30/1996 | 2,130,365   | 1/20/1998  | Registered | CodeGear LLC |
| DELPHI         | United States | 9             | 74/535,376  | 6/9/1994   | 2,873,025   | 8/17/2004  | Registered | CodeGear LLC |
| ECO            | United States | 9             | 78/228,757  | 3/21/2003  | 3240310     | 5/8/2007   | Registered | CodeGear LLC |
| INTERBASE      | United States | 9             | 74/208,525  | 9/30/1991  | 1,802,599   | 11/2/1993  | Registered | CodeGear LLC |
| JBUILDER       | United States | 9             | 75/215,052  | 12/18/1996 | 2,593,326   | 7/16/2002  | Registered | CodeGear LLC |
| JDATASTORE     | United States | 9             | 76/418,158  | 6/10/2002  | 2,873,256   | 8/17/2004  | Registered | CodeGear LLC |
| KYLIX          | United States | 9, 42         | 76/047,538  | 5/12/2000  | 2,747,762   | 8/5/2003   | Registered | CodeGear LLC |
| TURBO DEBUGGER | United States | 9             | 73/647,228  | 3/2/1987   | 1,458,130   | 9/22/1987  | Registered | CodeGear LLC |
| TURBO PASCAL   | United States | 9             | 73/468,354  | 3/9/1984   | 1,343,975   | 6/25/1985  | Registered | CodeGear LLC |
| TURBO PASCAL   | United States | 16            | 73/624,203  | 10/6/1986  | 1,439,932   | 5/19/1987  | Registered | CodeGear LLC |
| TWO-WAY-TOOLS  | United States | 9             | 76/182,058  | 12/14/2000 | 2,996,254   | 9/20/2005  | Registered | CodeGear LLC |
| WEBSNAP        | United States | 9             | 76/284,938  | 7/13/2001  | 3315044     | 10/23/2007 | Registered | CodeGear LLC |