

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of First Lien Trademark Security Interest recorded at Reel/Frame 3568/0722		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, Inc., as First Lien Agent	FORMERLY Wells Fargo Foothill, Inc.	08/25/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Embarcadero Technologies, Inc.		
Street Address:	100 California Street, 12th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
Name:	EMB Holdings Corp.		
Street Address:	100 California Street, 12th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
Name:	SHC Ambeo Acquisition Corp.		
Street Address:	100 California Street, 12th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3524267	DSAUDITOR	

CH \$40.00 3524267

900170247

TRADEMARK
 REEL: 004267 FRAME: 0199

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

Phone: 312-862-6371

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Correspondent Name: Renee Prescan

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ATTORNEY DOCKET NUMBER:

22362-9 RMP

NAME OF SUBMITTER:

Renee M. Prescan

Signature:

/Renee M. Prescan/

Date:

08/26/2010

Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST, dated as of August 25, 2010 ("Release"), is made by Wells Fargo Capital Finance, Inc. (formerly known as Wells Fargo Foothill, Inc.), a California corporation ("WFCF"), with its principal office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, in its capacity as agent for the Lender Group and the Bank Product Providers (together with its successors, "First Lien Agent") and WFCF, with its principal office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, in its capacity as agent for the Lender Group and the Bank Product Providers (together with its successors, "Second Lien Agent"; Second Lien Agent, together with First Lien Agent, each an "Agent" and collectively, the "Agents"), in favor of Embarcadero Technologies, Inc., a Delaware corporation, EMB Holdings Corp., a Delaware corporation, and SHC Ambeo Acquisition Corp., a Delaware corporation (collectively, the "Grantors") as follows:

W I T N E S S E T H

WHEREAS, pursuant to the First Lien Trademark Security Agreement dated June 25, 2007 and recorded with The United States Patent and Trademark Office on June 26, 2007 at Reel/Frame No. 3568/0722 and the Second Lien Trademark Security Agreement dated June 25, 2007 and recorded with The United States Patent and Trademark Office on June 27, 2007 at Reel/Frame No. 3568/0984 (collectively, the "Security Interests"), the Grantors granted each Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses (as defined in the Security Agreement) 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 Trademark licensed under any Intellectual Property License.

WHEREAS, the Grantors have entered into an Asset Purchase Agreement with OPNET Technologies, Inc., a Delaware limited liability company ("Buyer"), dated as of August 25, 2010 (the "Purchase Agreement") pursuant to which certain Trademark Collateral is being assigned to Buyer; and

WHEREAS, the Grantors have requested that each Agent release its security interest in the Trademarks set forth in Schedule I attached hereto and incorporated herein by reference, and all other Trademark Collateral assigned to Buyer in connection with the Purchase Agreement (collectively, the "Released Trademarks").

NOW, THEREFORE, each Agent, without recourse, representation or warranty hereby remises, releases and conveys to the Grantors all of its right, title and interest in all liens, pledges, security

interests, financing statements, and encumbrances of any nature whatsoever in favor of the Agents in and to the Released Trademarks arising under, pursuant to or in connection with any financing agreement, pledge, security agreement or guarantee or other document securing indebtedness between the Agents or the Lenders and the Grantors, including, without limitation, that certain First Lien Credit Agreement among First Lien Agent, the lenders from time to time party thereto, and the Grantors dated as of June 25, 2007 (the "First Lien Credit Agreement") and that certain Second Lien Credit Agreement among Second Lien Agent, the lenders from time to time party thereto, and the Grantors date as of June 25, 2007 (the "Second Lien Credit Agreement"; the Second Lien Credit Agreement, together with the First Lien Credit Agreement, collectively, the "Credit Agreements") and all agreements, certificates and other documents executed and/or delivered in connection therewith (collectively, the "Security Documents"). Each Agent represents and warrants to the Grantors that it has not assigned or otherwise transferred any of its rights, interests or liens in the Trademark Collateral. Each Agent hereby authorizes the Grantors to record this instrument with the United States Patent and Trademark Office.

Each Agent agrees to provide the Grantors with any information and additional authorization necessary to effect the releases contemplated by this Release.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreements or Security Documents, as applicable.

* * * * *

IN WITNESS WHEREOF, each Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation, as First Lien Agent

By: _____



Name: _____

Troy V. Erickson

Title: _____

Director

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation, as Second Lien Agent

By: _____



Name: _____

Troy V. Erickson

Title: _____

Director

[SIGNATURE PAGE TO TRADEMARK RELEASE]

TRADEMARK
REEL: 004267 FRAME: 0203

**SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

Reel/Frame(s): 3568/0722 and 3568/0984

Trademark	Application No. Filing Date	Registration No. Registration Date
DSAuditor	78/925,678 10-July-2006	3524267 28-Oct-2008

PRV 1088636.4

RECORDED: 08/26/2010

**TRADEMARK
REEL: 004267 FRAME: 0204**