

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Embarcadero Technologies, Inc.		09/02/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OPNET Technologies, Inc.		
Street Address:	7255 Woodmount Avenue		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78925678	DSAUDITOR	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 239-0419		
Email:	trademark@eapdlaw.com		
Correspondent Name:	Patrick J. Concannon		
Address Line 1:	FDR Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	307199.0001		
NAME OF SUBMITTER:	Patrick J. Concannon		
Signature:	/pjc/		
Date:	09/08/2010		

CH \$40.00 78925678

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") dated as of August 25, 2010, is made by Embarcadero Technologies, Inc., a Delaware corporation with an address at 100 California Street, San Francisco, CA 94111 ("Assignor"), in favor of OPNET Technologies, Inc., a Delaware corporation with an address at 7255 Woodmount Avenue, Bethesda, MD 20814 ("Assignee"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor has adopted, used and is using the trademarks set forth on Schedule 1 attached hereto (hereinafter referred to as the "Registered Marks") in interstate commerce;

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other party named therein (the "Purchase Agreement"), Assignor has agreed to sell and transfer to Assignee the Registered Marks and certain other unregistered trademarks as set forth on Schedule 2.1(k) to the Purchase Agreement (the "Unregistered Marks" and, together with the Registered Marks, the "Marks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks along with the goodwill of the Business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts as may be necessary or desirable to record the interest of Assignee in and to the Marks, at Assignee's expense. Assignee agrees to provide such information to Assignor and otherwise cooperate with Assignor as necessary to accept transfer of the Marks.

3. Amendment. This Assignment may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

4. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the internal Laws of the State of Delaware without reference to Delaware's choice of law rules.


5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

EMBARCADERO TECHNOLOGIES, INC.

By: 
Name: Wayne Williams
Title: CEO

ASSIGNEE:

OPNET TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

[STATE] California)

[COUNTY] Monterey)

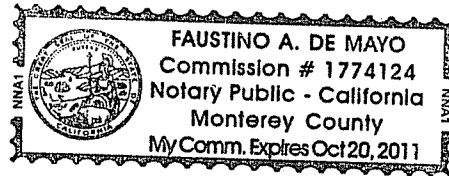
Faustino A. De Mayo

On this 2 day of September, before me, the undersigned notary public, personally appeared Wayne David Williams, _____ of **EMBARCADERO TECHNOLOGIES, INC.**, proved to me through satisfactory evidence of identification, which was NI License 0801214363, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Faustino A. De Mayo
Notary Public

Faustino A. De Mayo
Print or Stamp Name of Notary

Oct. 20, 2011
My Commission Expires



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

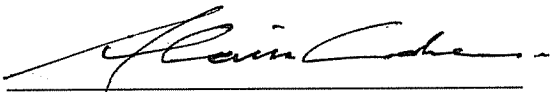
ASSIGNOR:

EMBARCADERO TECHNOLOGIES, INC.

By: _____
Name:
Title:

ASSIGNEE:

OPNET TECHNOLOGIES, INC.

By: 
Name: Alain J. Cohen
Title: President and Chief Technology
Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004274 FRAME: 0158

Schedule 1

Registered U.S. Trademarks

Country	Serial No.	Filed	Reg. Date	Class	Mark	Reg. No.	Registrant/ Owner
USA	78925678	July 10, 2006	October 28, 2008		DSAUDITOR	3524267	Embarcadero Technologies, Inc.