

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMB HOLDING CORP.		12/28/2012	CORPORATION: DELAWARE
EMBARCADERO TECHNOLOGIES, INC.		12/28/2012	CORPORATION: DELAWARE
SHC AMBEO ACQUISITION CORP.		12/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, INC., formerly known as Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4150703	APPWAVE
Registration Number:	4127033	RADPHP
Registration Number:	4092301	FIREMONKEY
Registration Number:	4002532	POWERSTUDIO
Registration Number:	3958358	EMBARCADERO ALL-ACCESS
Registration Number:	3975043	J OPTIMIZER
Registration Number:	4164940	EMBARCADERO TOOLCLOUD

CORRESPONDENCE DATA

Fax Number: 2136270705

CH \$190.00 4150703

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (213) 683-5627
Email: nancychow@paulhastings.com
Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP
Address Line 2: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	EMBARCADERO (45035.00224)
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	12/28/2012

Total Attachments: 6

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AMENDMENT NUMBER ONE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of December 28, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain First Lien Trademark Security Agreement, dated as of June 25, 2007 (the "Trademark Security Agreement"), among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor"), and **WELLS FARGO CAPITAL FINANCE, INC.** (formerly known as Wells Fargo Foothill, Inc.), a California corporation, in its capacity as the arranger and administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2007 at Reel 003568, Frame 0722; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and have agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "Additional Trademarks"), and such Additional Trademarks shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.


5. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment 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: Robert Levin
Title: Vice President and Treasurer

EMBARCADERO TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: Robert Levin
Title: Chief Financial Officer

SHC AMBEO ACQUISITION CORP., a Delaware corporation

By: _____
Name: Wayne Williams
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment 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: Robert Levin
Title: Vice President and Treasurer

EMBARCADERO TECHNOLOGIES, INC., a Delaware corporation

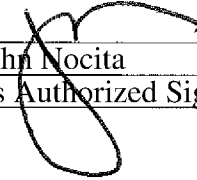
By: _____
Name: Robert Levin
Title: Chief Financial Officer

SHC AMBEO ACQUISITION CORP., a Delaware corporation


By: _____
Name: Wayne Williams
Title: President

AGENT:

WELLS FARGO CAPITAL FINANCE, INC.,
formerly known as Wells Fargo Foothill, Inc.,
a California corporation

By: 
Name: John Nocita
Title: Its Authorized Signatory

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004931 FRAME: 0430

EXHIBIT A
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Title/Mark	Country	Status	Registration/Serial No.	Registration Date
Embarcadero Technologies, Inc.	APPWAVE	U.S.A	Registered	85/040,835; 4,150,703	05/17/2010; 05/29/2012
Embarcadero Technologies, Inc.	RADPHP	U.S.A	Registered	85/086,012; 4,127,033	07/15/2010; 04/10/2012
Embarcadero Technologies, Inc.	FIREMONKEY	U.S.A	Registered	85/268,916; 4,092,301	03/16/2011; 01/24/2012
Embarcadero Technologies, Inc.	POWERSTUDIO	U.S.A	Registered	85/213,624; 4,002,532	01/09/2011; 07/26/2011
Embarcadero Technologies, Inc.	EMBARCADERO ALL-ACCESS	U.S.A	Registered	77/675,586; 3,958,358	02/22/2009; 05/10/2011
Embarcadero Technologies, Inc.	J OPTIMIZER	U.S.A	Registered	77/683,488; 3,975,043	03/04/2009; 06/07/2011
Embarcadero Technologies, Inc.	EMBARCADERO TOOLCLOUD	U.S.A	Registered	77/871,696; 4,164,940	12/12/2009; 06/26/2012