

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		11/22/2021	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Embarcadero Systems Corporation		
Street Address:	1601 Harbor Bay Parkway		
Internal Address:	Suite 120		
City:	Alameda		
State/Country:	CALIFORNIA		
Postal Code:	94502		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2489436	VOYAGERTRACK	
Registration Number:	2546841	WEBTAMS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/23/2021		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(EMBARCADERO SYSTEMS CORPORATION)**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**"), dated as of November 22, 2021, is made by **The Bank of New York Mellon**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), in favor of **Embarcadero Systems Corporation** (the "**Grantor**"). Capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement referred to below.

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Pledge and Security Agreement, dated as of April 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and (ii) Trademark Security Agreement, dated as of April 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), pursuant to which the Grantor pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties a continuing security interest in and lien on the Grantor's right, title and interest in, to and under all registered or applied for Trademarks owned by or licensed to the Grantor, including those referred to on Schedule A hereto, other than Excluded Property (collectively, the "**Trademark Collateral**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 27, 2018 at Reel/Frame 6347/0985; and

WHEREAS, in connection with the full satisfaction and discharge of all Obligations, the Grantor has requested that the Collateral Agent execute and deliver this Release to evidence the termination of the Trademark Security Agreement and the release of the Collateral Agent's security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, without any representation, warranty or recourse of any kind, does hereby agree as follows:


1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (i) terminates and releases its security interest in and lien on the Trademark Collateral in its entirety (including, without limitation, the issued trademarks identified on Schedule A hereto), (ii) re-assigns, re-transfers and re-conveys to the Grantor any and all right, title and interest the Collateral Agent may have in, to or under the Trademark Collateral and (iii) terminates the Trademark Security Agreement.
2. The Collateral Agent hereby authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release against the Trademark Collateral, including the issued trademarks identified on Schedule A hereto.
3. This Release may not be supplemented, altered or modified in any manner except by a writing signed by the Collateral Agent and the Grantor. This Release shall be binding upon the Collateral Agent's successors and assigns, and is made in favor of and for the benefit of the Grantor and its respective successors and assigns.

4. The Collateral Agent agrees to execute and deliver to the Grantor, at the Grantor's expense, any further instruments and documents that the Grantor may reasonably request to effect and/or evidence the termination of the Trademark Security Agreement and release of the Collateral Agent's security interest in and lien on the Trademark Collateral. Any execution and delivery of such instruments or other documents will be without recourse to or warranty by the Collateral Agent.
5. **THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK.**

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first written above.

THE BANK OF NEW YORK MELLON,
as Collateral Agent


By: 
Name: Latoya S. Elvin
Title: Vice President

Signature Page to Release of Security Interest in Trademarks (Embarcadero Systems)

TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Release to be duly executed and delivered by: its officers or representatives thereunto duly authorized as of the date first written above.

EMBARCADERO SYSTEMS CORPORATION,
as Grantor

By: 

Name: Richard Surett

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement Release]

TRADEMARK
REEL: 007503 FRAME: 0867

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Grantor	Mark	Reg. No. or Appln. No.	Reg. Date or Filing Date
Embarcadero Systems Corporation	VOYAGERTRACK	2489436	09/11/2001
Embarcadero Systems Corporation	WEBTAMS	2546841	03/12/2002