

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Execution Date
EMB HOLDING CORP.	12/28/2012
EMBARCADERO TECHNOLOGIES, INC.	12/28/2012
SHC AMBEO ACQUISITION CORP.	12/28/2012

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

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	12695130
Application Number:	61529208
Application Number:	61529210
Application Number:	61529178
Application Number:	61529129
Application Number:	61528523
Application Number:	12388433
Application Number:	13289959
Application Number:	13289969
Application Number:	13289972
Application Number:	13401697
Application Number:	13538845

CH \$560.00 12695130

Application Number:	13600100
Application Number:	13600107

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 683-5627
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Correspondent Name: Nancy Chow
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Address Line 2: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	EMBARCADERO (45035.00224)
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NAME OF SUBMITTER:	Nancy Chow
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Total Attachments: 7

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AMENDMENT NUMBER ONE TO FIRST LIEN PATENT SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of December 28, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain First Lien Patent Security Agreement, dated as of June 25, 2007 (the "Patent 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 Patent Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2007 at Reel 019477, Frame 0302; and

WHEREAS, the Grantors and Agent wish to amend the Patent Security Agreement by amending Schedule I to the Patent Security Agreement to add the patents 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 Patent Security Agreement as follows:

1. Each Grantor and Agent hereby agree that Schedule I to the Patent Security Agreement is hereby amended by adding the patents appearing on Exhibit A hereto (the "Additional Patents"), and such Additional Patents 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 Patent Collateral identified on Schedule I to the Patent 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 Patents; (c) represents and warrants that the representations and warranties in the Patent 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 Patent 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.

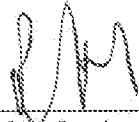
5. This Amendment is a Loan Document.

[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 PATENT SECURITY AGREEMENT]

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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

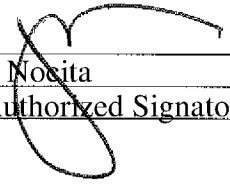
SHC AMBEO ACQUISITION CORP., a Delaware corporation


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 PATENT SECURITY AGREEMENT]

EXHIBIT A
SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Issue Date
Embarcadero Technologies, Inc.	USA	System and Methodology for Automating Delivery, Licensing, and Availability	12/695,130	01/27/2010
Embarcadero Technologies, Inc.	USA	System And Methodology For Designing An Application	61/529,208	08/30/2011
Embarcadero Technologies, Inc.	USA	System And Methodology For Running An Application	61/529,210	08/30/2011
Embarcadero Technologies, Inc.	USA	Live Bindings	61/529,178	08/30/2011
Embarcadero Technologies, Inc.	USA	Run Time Type Information	61/529,129	08/30/2011
Embarcadero Technologies, Inc.	USA	System and Methodology for Automating Delivery, Licensing, and Availability of Software Products	61/528,523	08/28/2011
Embarcadero Technologies, Inc.	USA	Development System with Improved Methodology for Creation and Reuse of Software Assets	12/388,433	02/18/09
Embarcadero Technologies, Inc.	USA	System and Methodology for Automating Delivery, Licensing, and Availability of Software Products	12/695,130	01/27/10
Embarcadero	USA	Product Browser for Software Products	13/289,959	11/04/11

Technologies, Inc.				
Embarcadero Technologies, Inc.	USA	License Automation and Streaming for Software Products	13/289,969	11/04/11
Embarcadero Technologies, Inc.	USA	Creating a Software Product from a Software Application	13/289,972	11/04/11
Embarcadero Technologies, Inc.	USA	Smart Linking a File to a Product	13/401,697	02/21/12
Embarcadero Technologies, Inc.	USA	Creating a Three Dimensional User Interface	13/538,845	06/29/12
Embarcadero Technologies, Inc.	USA	Application Platform for Designing and Executing Applications	13/600,100	08/30/12
Embarcadero Technologies, Inc.	USA	Dynamically Binding Data in an Application	13/600,107	08/30/12