Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Schedule of trademarks attached to the Termination and Release to remove Ser. No. 78899266 previously recorded on Reel 004934 Frame 0817. Assignor(s) hereby confirms the termination and release described therein

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
	FORMERLY WELLS FARGO FOOTHILL, INC.	12/28/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	EMBARCADERO TECHNOLOGIES, INC.	
Street Address:	00 CALIFORNIA STREET, SUITE 1200	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	CORPORATION: DELAWARE	

Name:	EMB HOLDING CORP.	
Street Address:	100 CALIFORNIA STREET, SUITE 1200	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	CORPORATION: DELAWARE	

Name:	SHC AMBEO ACQUISITION CORP.	
Street Address:	353 NORTH UNION BLVD., SUITE #103	
City:	Colorado Springs	
State/Country:	COLORADO	
Postal Code:	80918	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 16

	Property Type	Number	Word Mark
- 1			
ı			IRANEMARK

REEL: 004949 FRAME: 0826

00 344

Registration Number:	1900443	RAPID SQL
Registration Number:	1898740	DBARTISAN
Registration Number:	2203227	ER/STUDIO
Registration Number:	2428510	EMBARCADERO TECHNOLOGIES DO MORE NOW
Registration Number:	2636451	DT/STUDIO
Registration Number:	2970966	EXTREME TEST
Registration Number:	2711749	IONWHY
Registration Number:	2602159	АМВЕО
Registration Number:	2504535	
Registration Number:	2644135	DATA VOYAGER
Registration Number:	2568453	DESCRIBE
Registration Number:	2705249	EMBARCADERO
Registration Number:	3463369	EA/STUDIO
Registration Number:	3227658	AUCTIONMISER
Registration Number:	3524267	DSAUDITOR
Serial Number:	78947828	WE MAKE DATA WORK

CORRESPONDENCE DATA

Fax Number:

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

via US Mail.

Phone: 8584583000

Email: ryane@paulhastings.com

Correspondent Name: Ryan M. Enchelmayer

Address Line 1: 4747 Executive Dr., 12th FL

Address Line 2: c/o Paul Hastings LLP

Address Line 4: San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	01/25/2013

Total Attachments: 10

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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
		12/28/2012	CORPORATION: CALIFORNIA
FINANCE, INC., as Glantee	Inc.		

RECEIVING PARTY DATA

Name:	EMBARCADERO TECHNOLOGIES, INC.	
Street Address:	00 California Street, Suite 1200	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	CORPORATION: DELAWARE	

Name:	EMB HOLDING CORP.		
Street Address:	00 California Street, Suite 1200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		

Name:	SHC AMBEO ACQUISITION CORP.		
Street Address:	5353 North Union Blvd., Suite #103		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80918		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark		
Registration Number:	2644135	DATA VOYAGER		

900243016

lı.	II	ıl.
Registration Number:	1898740	DBARTISAN
Registration Number:	2568453	DESCRIBE
Serial Number:	78925678	DSAUDITOR
Registration Number:	2636451	DT/STUDIO
Serial Number:	77118212	EA/STUDIO
Registration Number:	2705249	EMBARCADERO
Registration Number:	2504535	
Registration Number:	2203227	ER/STUDIO
Registration Number:	2970966	EXTREME TEST
Registration Number:	1900443	RAPID SQL
Registration Number:	2428510	EMBARCADERO TECHNOLOGIES DO MORE NOW
Serial Number:	78947828	WE MAKE DATA WORK
Registration Number:	2602159	АМВЕО
Registration Number:	2711749	IONWHY
Serial Number:	78899266	AUCTIONMISER

CORRESPONDENCE DATA

Fax Number: 2136270705

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:	01/02/2013		

Total Attachments: 4

source=WFCF_Embarcadero - FULLY EXECUTED Trademark Release (Second Lien EMBT 2007)#page1.tif source=WFCF_Embarcadero - FULLY EXECUTED Trademark Release (Second Lien EMBT 2007)#page2.tif source=WFCF_Embarcadero - FULLY EXECUTED Trademark Release (Second Lien EMBT 2007)#page3.tif source=WFCF_Embarcadero - FULLY EXECUTED Trademark Release (Second Lien EMBT 2007)#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of December 28, 2012 ("Effective Date") by Wells Fargo Capital Finance, Inc. (formerly known as Wells Fargo Foothill, Inc.), a California corporation ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, "Grantee"), in favor of Embarcadero Technologies, Inc., a Delaware corporation ("Borrower"), EMB Holding Corp., a Delaware corporation ("Parent"), and SHC Ambeo Acquisition Corp., a Delaware corporation (collectively, the "Grantors").

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of June 25, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among the lenders identified on the signature pages thereof, Grantee, Parent and Borrower:

WHEREAS, pursuant to the terms and conditions of that certain Second Lien Trademark Security Agreement dated as of June 25, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), by and among the Grantors and Grantee, the Grantors granted to Grantee a security interest in all of the Grantors' right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 27, 2007 at Reel 3568, Frame 0984; and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on <u>Schedule 1</u> hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

- 1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to the Grantors all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.
- 2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, INC.,

formerly known as Wells Fargo Foothill, Inc., a California corporation, as Grantee

y: ___

Name: John Macita

Title: Its Authorized Signatory

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

SCHEDULE 1

to

$\frac{\text{TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK}}{\text{COLLATERAL}}$

Trademark Registrations/Applications

Trademark	Filing Date	Application No.	Registration Date	Registration No.
DATA VOYAGER	2/6/2001	76/206,927	10/29/2002	2,644,135
DBARTISAN	5/25/1994	75/529,676	6/13/1995	1,898,740
DESCRIBE	3/7/2001	76/221,930	5/7/2002	2,568,453
DS AUDITOR	7/10/2006	78/925,678		
DT/STUDIO	5/24/2000	76/055,602	10/15/2002	2,636,451
EA/STUDIO	2/28/2007	77/118,212		
EMBARCADERO	3/26/2001	76/230,882	4/8/2003	2,705,249
EMBARCADERO LOGO	1/30/2001	76/203,320	11/6/2001	2,504,535
ER/STUDIO	12/31/1996	75/220,219	11/10/1998	2,203,227
EXTREME TEST	5/24/2000	76/055,618	7/19/2005	2,970,966
RAPID SQL	3/31/1994	74/507,339	6/20/1995	1,900,443
EMBARCADERO TECHNOLOGIES DO MORE NOW	2/13/2001			2,428,510
WE MAKE DATA WORK	8/8/2006	78/947,828		
AMBEO	7/30/2002			2,602,159

LEGAL_US_W # 73782032.2

IONWHY	4/29/2003		2,711,749
AUCTIONMISER	6/2/2006	78/899,266	

LEGAL_US_W # 73782032.2

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[Signature page follows]

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WELLS FARGO CAPITAL FINANCE, INC.,

formerly known as Wells Fargo Foothill, Inc., a California corporation, as Grantee

By:

Name: John No

itle: Its Authorized Signatory

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL]

SCHEDULE 1

to

$\frac{\text{TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK}}{\text{COLLATERAL}}$

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WE MAKE DATA WORK	8/8/2006	78/947,828		
AMBEO	7/30/2002			2,602,159

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