

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

OMB APPROVAL	
OMB Number:	3235-0104
Estimated average burden hours per response:	0.5

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>GOLDMAN SACHS GROUP INC</u> (Last) (First) (Middle) <u>200 WEST STREET</u> (Street) <u>NEW YORK NY 10282</u> (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>03/24/2020</u>	3. Issuer Name and Ticker or Trading Symbol <u>AMBARELLA INC [AMBA]</u>	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director <input checked="" type="checkbox"/> 10% Owner Officer (give title below) Other (specify below)	5. If Amendment, Date of Original Filed (Month/Day/Year) <u>04/03/2020</u>
6. Individual or Joint/Group Filing (Check Applicable Line) Form filed by One Reporting Person <input checked="" type="checkbox"/> Form filed by More than One Reporting Person			

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
---------------------------------	---	--	---

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Equity Swap ⁽¹⁾⁽²⁾⁽³⁾	(2)	(2)	Common Shares	731	(2)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽⁵⁾	(5)	(5)	Common Shares	479	(5)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽⁶⁾	(6)	(6)	Common Shares	562	(6)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽⁷⁾	(7)	(7)	Common Shares	440	(7)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽⁸⁾	(8)	(8)	Common Shares	589	(8)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽⁹⁾	(9)	(9)	Common Shares	326	(9)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁰⁾	(10)	(10)	Common Shares	17,941	(10)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹¹⁾	(11)	(11)	Common Shares	2,445	(11)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹²⁾	(12)	(12)	Common Shares	25	(12)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹³⁾	(13)	(13)	Common Shares	312	(13)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁴⁾	(14)	(14)	Common Shares	900	(14)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁵⁾	(15)	(15)	Common Shares	42	(15)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁶⁾	(16)	(16)	Common Shares	661	(16)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁷⁾	(17)	(17)	Common Shares	112	(17)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁸⁾	(18)	(18)	Common Shares	3,304	(18)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽¹⁹⁾	(19)	(19)	Common Shares	1,054	(19)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽²⁰⁾	(20)	(20)	Common Shares	15	(20)	I	See footnote ⁽⁴⁾
Equity Swap ⁽¹⁾⁽³⁾⁽²¹⁾	(21)	(21)	Common Shares	440	(21)	I	See footnote ⁽⁴⁾

1. Name and Address of Reporting Person*

GOLDMAN SACHS GROUP INC

(Last) (First) (Middle)

200 WEST STREET

(Street)

NEW YORK NY 10282

(City) (State) (Zip)

1. Name and Address of Reporting Person*

GOLDMAN SACHS & CO. LLC

(Last) (First) (Middle)

200 WEST STREET

(Street)

NEW YORK NY 10282

(City) (State) (Zip)

Explanation of Responses:

1. This statement is being filed by The Goldman Sachs Group, Inc. ("GS Group") and Goldman Sachs & Co. LLC. ("Goldman Sachs" and, together with GS Group, the "Reporting Persons"). Goldman Sachs is a wholly-owned subsidiary of GS Group. Each Reporting Person disclaims beneficial ownership of the securities reported herein except to the extent of their pecuniary interest therein. On March 27, 2020, the Reporting Persons ceased to be a greater than 10% beneficial owner of the Issuer's Common Shares.
2. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 4/30/2020, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$155.15 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$155.15 per share, in each case, based on a notional amount of 731 Common Shares.
3. These equity swaps were omitted from the Reporting Persons' original Form 3.
4. GS Group may be deemed to beneficially own indirectly the Common Shares by reason of Goldman Sachs' direct beneficial ownership.
5. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 9/10/2020, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$144.31 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$144.31 per share, in each case, based on a notional amount of 479 Common Shares.
6. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 1/4/2021, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$162.10 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$162.10 per share, in each case, based on a notional amount of 562 Common Shares.
7. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 1/22/2021, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$165.56 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$165.56 per share, in each case, based on a notional amount of 440 Common Shares.
8. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 1/29/2021, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$162.58 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$162.58 per share, in each case, based on a notional amount of 589 Common Shares.
9. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 2/4/2030, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$150.24 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$150.24 per share, in each case, based on a notional amount of 326 Common Shares.
10. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 4/7/2020, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$62.31 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$62.31 per share, in each case, based on a notional amount of 17,941 Common Shares.
11. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 2/23/2023, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$51.00 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$51.00 per share, in each case, based on a notional amount of 2,445 Common Shares.
12. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/5/2030, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$50.77 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$50.77 per share, in each case, based on a notional amount of 25 Common Shares.
13. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 2/23/2023, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$44.65 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$44.65 per share, in each case, based on a notional amount of 312 Common Shares.
14. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/20/2030, Goldman Sachs will pay to the counterparty any decrease in the price of the Common Shares below \$40.91 per share and the counterparty will pay to Goldman Sachs any increase in the price of the Common Shares above \$40.91 per share, in each case, based on a notional amount of 900 Common Shares.
15. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 11/28/2022, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$55.21 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$55.21 per share, in each case, based on a notional amount of 42 Common Shares.
16. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/17/2021, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$77.13 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$77.13 per share, in each case, based on a notional amount of 661 Common Shares.
17. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 12/2/2022, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$52.63 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$52.63 per share, in each case, based on a notional amount of 112 Common Shares.
18. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/17/2021, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$77.13 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$77.13 per share, in each case, based on a notional amount of 3,304 Common Shares.
19. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/18/2030, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$39.58 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$39.58 per share, in each case, based on a notional amount of 1,054 Common Shares.
20. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/25/2030, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$45.93 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$45.93 per share, in each case, based on a notional amount of 15 Common Shares.

21. Goldman Sachs is a party to an equity swap agreement which, upon the termination of the agreement on 3/17/2021, Goldman Sachs will pay to the counterparty any increase in the price of the Common Shares above \$77.13 per share and the counterparty will pay to Goldman Sachs any decrease in the price of the Common Shares below \$77.13 per share, in each case, based on a notional amount of 440 Common Shares.

Remarks:

This Amendment is being filed to report equity swaps that were not previously reported in the original Form 3.

<u>/s/ Jamison Yardley,</u> <u>Attorney-in-fact</u>	<u>06/12/2020</u>
<u>/s/ Jamison Yardley,</u> <u>Attorney-in-fact</u>	<u>06/12/2020</u>

** Signature of Reporting Person	Date
-------------------------------------	------

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.