

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMC CORPORATION		04/18/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	CIT LENDING SERVICES CORPORATION		
Street Address:	1 CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1295829		
Registration Number:	1292818	EMC	
Registration Number:	1650139		
Registration Number:	1326900	DECISIONS	
CORRESPONDENCE DATA			
Fax Number:	(888)325-9188		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4012766629		
Email:	trademark@edwardsangell.com		
Correspondent Name:	Efrosyni Iosiphidis		
Address Line 1:	PO Box 55874		
Address Line 4:	Boston, MASSACHUSETTS 02205		
NAME OF SUBMITTER:	Efrosyni Iosiphidis		
Signature:	/Efrosyni Iosiphidis/		

CH \$115.00 1295829

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TRADEMARK  
REEL: 003073 FRAME: 0487

Date:

04/27/2005

**Total Attachments: 7**

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**TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of April 18, 2005, by **EMC CORPORATION**, a Minnesota corporation (the "Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Agent** (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Lenders under, or as defined in, the General Security Agreement referred to below (the "Secured Parties").

**RECITALS**

A. Debtor has executed and delivered to the Agent a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between the Agent, on behalf of the Secured Parties, and the Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Agent, on behalf of the Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. **Security Interest.** The Debtor hereby grants to the Agent, for the benefit of, and on behalf of, the Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by the Debtor, whether registered or unregistered, including, but not limited to, those trademarks of the Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** The Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants.** The Debtor covenants and agrees as follows:

3.1. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly the Debtor shall give to the Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record the Agent's and the Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. The Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), the Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** The Debtor hereby appoints the Agent, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent deem necessary in order to protect its interest in the Collateral. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between the Debtor and the Agent, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of

any right, power or privilege. No waiver by the Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**EMC CORPORATION**

By: R. Kenneth Bryant  
Name: R. Kenneth Bryant  
Title: Vice President

**CIT LENDING SERVICES  
CORPORATION, AS AGENT**

By: \_\_\_\_\_  
Donald J. Oberg, Jr., Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

In New York on this 18th day of April, 2005, before me personally appeared R. Kenneth Bryant, the Vice President of EMC Corporation, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said limited liability company.

STACEY L. NADER  
Notary Public - State of New York  
No. 02NA 8071156  
Qualified in New York County  
My Commission Expires Mar. 11, 2006

Stacey L. Nader  
Notary Public  
Print Name: Stacey L. Nader  
My Commission expires: 3/11/06

[SIGNATURES CONTINUED ON NEXT PAGE]

[Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**EMC CORPORATION**

By: \_\_\_\_\_  
R. Kenneth Bryant  
Vice President

**CIT LENDING SERVICES  
CORPORATION, AS AGENT**

By: Donald J. Oberg, Jr.  
Donald J. Oberg, Jr., Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me personally appeared R. Kenneth Bryant, the Vice President of EMC Corporation, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

[Trademark Security Agreement]

STATE OF NEW JERSEY       )  
COUNTY OF ESSEX        )

In Livingston, NJ on this 14th day of April, 2005, before me personally appeared Donald J. Oberg, Jr., the Vice President, of CIT Lending Services Corporation, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

Mary Ann Dunn  
Notary Public  
Print Name: MARY ANN DUNN  
My Commission expires: May 2, 2006

MARY ANN DUNN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMM. EXP. MAY 2, 2006

[Trademark Security Agreement]



## **SCHEDULE A**

### **TRADEMARKS**

Design Only

Filed August 29, 1983

Serial Number: 73-441,260

Registration Number: 1,295,829

International Class 9

DECISIONS

Filed February 6, 1984

Serial Number: 73-464,136

Registration Number: 1,326,900

International Class 16

EMC

Filed August 26, 1983

Serial Number: 73-442,273

Registration Number: 1,292,818

International Class 16

Design Only

Filed July 23, 1990

Serial Number: 74-080,774

Registration Number: 1,650,139

International Class 16