TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EveryZing, Inc.		06/25/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dell Inc.	
Street Address:	One Dell Way	
City:	Round Rock	
State/Country:	TEXAS	
Postal Code:	78682	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77129244	EVERYZING
Serial Number:	78876869	ZING IT!
Registration Number:	3241827	PODZINGER
Registration Number:	3241817	PODZINGER

CORRESPONDENCE DATA

900145007

Fax Number: (512)322-5201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (512) 322-5200

Email: tmcentral@pirkeybarber.com

Correspondent Name: Stephen P. Meleen

Address Line 1: 600 Congress Avenue, Suite 2120

Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: DELL:118

NAME OF SUBMITTER: Kimberlie C. Nelson

TRADEMARK
REEL: 004076 FRAME: 0201

DP \$115,00 77129244

Signature:	/kcn/
Date:	10/09/2009
Total Attachments: 2 source=assignment 118#page1.tif source=assignment 118#page2.tif	

TRADEMARK REEL: 004076 FRAME: 0202

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of June 25, 2009, is by and between EveryZing, Inc., a Delaware corporation having a principal place of business at 10 Moulton Street, Cambridge, MA ("Assignor"), and Dell Inc., a Delaware corporation having a principal place of business at One Dell Way, Round Rock, TX 78682 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, under the terms of the Settlement Agreement between the parties, Assignee is desirous of acquiring the Marks from Assignor;

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

- Assignor does hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with all of the goodwill symbolized thereby and appurtenant thereto.
- Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.
- Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

Assignor:

Assignee:

EVERYZING, INC.,

DELL INC.

Name: Thomas R. Wilde

Title: Chief Executive Officer

Director Trademarks Copyright

Schedule A

Marks

- 1. EVERYZING, Ser. No. 77129244
- 2. ZING IT!, Ser. No. 78876869
- 3. PODZINGER & design, Reg. No. 3241827
- 4. PODZINGER, Reg. No. 3241817

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