

## 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
Matson & Isom Technology Consulting		09/15/2008	CORPORATION: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3186859	PROSUPPORT	
CORRESPONDENCE DATA			
Fax Number:	(512)283-6844		
Phone:	512-728-7835		
Email:	max_millican@dell.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Max Helen Millican		
Address Line 1:	One Dell Way		
Address Line 2:	RR1-33		
Address Line 4:	Round Rock, TEXAS 78682		
ATTORNEY DOCKET NUMBER:	PROSUPPORT ASSIGNMENT		
NAME OF SUBMITTER:	Max Helen Millican		
Signature:	/mhmillican/		

900208237

TRADEMARK  
REEL: 004669 FRAME: 0102

CH \$40.00 3186859

Date:

11/30/2011

Total Attachments: 2

source=Dell-MITC assignment license#page1.tif

source=Dell-MITC assignment license#page2.tif

## **ASSIGNMENT AND LICENSE AGREEMENT**

This Assignment and License Agreement ("Agreement"), effective on the date last signed below ("Effective Date"), is by and between Matson & Isom Technology Consulting ("MITC"), a California corporation headquartered in Chico, California ("MITC"), and Dell Inc., a Delaware corporation headquartered in Round Rock, Texas ("Dell"). MITC and Dell (each a "Party" and collectively the "Parties") hereby agree as follows:

1. MITC's Rights in the Mark. MITC represents and warrants that it has used the mark PROSUPPORT in connection with computer consulting and support services (the "Mark") continuously since at least the summer of 2001. MITC is the owner of U.S. Trademark Registration No. 3186859 for the Mark for "consulting services in the field of design, selection, implementation, and ongoing support of computer hardware and software systems for others" in International Class 42.

2. Assignment of the Mark. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MITC hereby assigns to Dell all right, title and interest in and to the Mark, including Registration No. 3186859, together with the goodwill of the business symbolized by the Mark.

3. License Grant. Dell hereby grants to MITC, for a period of five years from the Effective Date and subject to the terms of this Agreement, a nonexclusive license to continue its current use of the Mark in connection with consulting services in the field of design, selection, implementation, and ongoing support of computer hardware and software systems for others (the "License").

4. Quality Control. During the term of the License, MITC agrees to provide services under the Mark of acceptable quality. "Acceptable quality," as used herein, shall mean services of a quality at least equal to the quality of MITC's services rendered under the Mark to date. Dell will have the right to review MITC's services and advertising and promotional materials to ensure that the services meet the standards of quality acceptable to Dell. MITC will not use the Mark in any manner that may detract from or impair the integrity, character or reputation of the Mark.

5. No challenge. MITC will not challenge the validity or enforceability of the Mark or Dell's ownership interest therein.

6. Term and Termination. The License will remain in force for a period of five years from the Effective Date, so long as MITC complies with the terms of this Agreement, including continuing to provide services of acceptable quality under the Mark. Either Party may terminate the License upon the material breach of this Agreement by the other Party. At the end of the five-year period, the License terminates. Upon termination, MITC will cease all use of the Mark and will not thereafter use any mark or name confusingly similar to the Mark.

7. Assignment. Dell may assign or otherwise transfer its rights in the Mark and any of its other rights under this Agreement or any portion thereof at any time and for any reason, and in such case its assignee will assume all rights and responsibilities of Dell. MITC may assign or otherwise transfer its rights under this Agreement or any portion thereof with the prior written consent of Dell, such consent not to be unreasonably withheld.

8. Further Acts. Each Party will perform any further acts, sign and deliver any further documents, and offer further cooperation as may be reasonably necessary to carry out the provisions and purposes of this Agreement, including but not limited to recording the assignment of the Mark in the United States Patent and Trademark Office and providing reasonable cooperation and assistance as needed to protect Dell's rights in the Mark.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates set forth below.

MATSON & ISOM TECHNOLOGY  
CONSULTING

By: James C. Amenhofer

Name: JAMES C. AMENHOFER

Title: PRESIDENT

Date: 9/15/08

DELL INC.

By: Daniel J. Noonan

Name: Daniel J. Noonan

Title: Legal Director, Trademarks & Copyrights

Date: 9/15/08