

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StatSoft, Inc.		07/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	20975 Swenson Drive, Suite 200		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4439369	DATA HEALTH CHECK	
Registration Number:	4162661	DECISIONING PLATFORM	
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK	
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE	
Registration Number:	4005255	LIVE SCORE	
Registration Number:	4213291	BETTER DECISIONING	
Registration Number:	1966344	STATSOFT	
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW	
Registration Number:	4216860	PREDICTIVE CLAIMS FLOW	
Registration Number:	4567439	PROCESS DATA EXPLORER	
Registration Number:	4561641	PROCESS TREE VIEWER	
Registration Number:	1942437		
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
TRADEMARK			

OP \$315.00 4439369

Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 036661.25

NAME OF SUBMITTER: Valerie Brennan

SIGNATURE: /vb/

DATE SIGNED: 07/29/2014

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT dated as of July 29, 2014
(this "Agreement"), among StatSoft, Inc. (the "Grantor") and Bank of America,
N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to the ABL Credit Agreement dated as of October 29, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Denali Intermediate Inc., a Delaware corporation ("Holdings"), Dell Inc., a Delaware corporation (the "Company"), Dell International L.L.C., a Delaware limited liability company (the "U.S. Borrower"), Dell Canada Inc. (the "Canadian Borrower"), Dell Products, a company with unlimited liability incorporated in accordance with the laws of Ireland (the "Irish Borrower"), the Lenders party thereto, Bank of America, N.A., as Administrative Agent and Bank of America, N.A. (London Branch), as Irish Facility Security Trustee and the various other parties thereto and (b) the Collateral Agreement dated as of October 29, 2013 (the "Collateral Agreement"), among Holdings, the Company, the U.S. Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks registered or applied for in the United States, now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

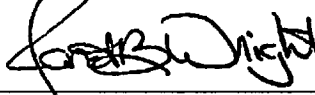
SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STATSOFT, INC., as Grantor

By: 

Name: Janet B. Wright

Title: Vice President and Assistant Secretary

BANK OF AMERICA, N.A., as Administrative Agent

By: _____

Name:

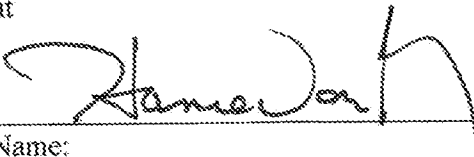
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STATSOFT, INC., as Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Administrative Agent

By:  _____
Name:
Title: **Hance VanBeber**
Sr. Vice President

Schedule I

Registration No.	Title	Owner	Status
4439369	Data Health Check	StatSoft, Inc.	Registered
4162661	Decisioning Platform	StatSoft, Inc.	Registered
4271257	Electronic Statistics Textbook	StatSoft, Inc.	Registered
4268349	Making the World More Productive	StatSoft, Inc.	Registered
4005255	Live Score	StatSoft, Inc.	Registered
4213291	Better Decisioning	StatSoft, Inc.	Registered
1966344	StatSoft	StatSoft, Inc.	Registered
4149030	Predictive Claims Flow	StatSoft, Inc.	Registered
4216860	Predictive Claims Flow	StatSoft, Inc.	Registered
4567439	Process Data Explorer	StatSoft, Inc.	Registered
4561641	Process Tree Viewer	StatSoft, Inc.	Registered
1942437	**Design Only**	StatSoft, Inc.	Registered