# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312240

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---|---|
| NATURE OF CONVEYANCE: | Security Agreement (Term) |

## 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 Collateral Agent |
| Street Address: | 101 N. Tyron Street, 5th Floor |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255-0001 |
| 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

*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.*

**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

OP $315.00 4439369

| Address Line 2:<br>Address Line 4: | Box Intellectual Property<br>McLean, VIRGINIA 22102 |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 036661.25 |
| **NAME OF SUBMITTER:** | Valerie Brennan |
| **SIGNATURE:** | /vb/ |
| **DATE SIGNED:** | 07/29/2014 |

**Total Attachments: 4**

source=Trademark Security Agreement - Term (StatSoft)#page1.tif
source=Trademark Security Agreement - Term (StatSoft)#page2.tif
source=Trademark Security Agreement - Term (StatSoft)#page3.tif
source=Trademark Security Agreement - Term (StatSoft)#page4.tif

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

Reference is made to (a) the 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 "Borrower"), the Lenders party thereto and Bank of America, N.A., as Collateral Agent and (b) the Collateral Agreement dated as of October 29, 2013 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower 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 Collateral 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 Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Collateral Agent

By:_____
Name:
Title

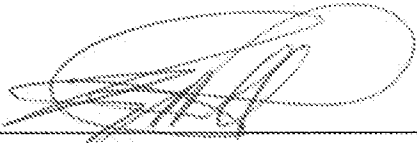[Signature Page – Trademark Security Agreement under Credit Agreement, StatSoft, Inc.]

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 Collateral Agent

By:_____
    Name:    Henry Pennell
    Title:    Vice President

[Trademark Security Agreement - Term]

# 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 |