

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		08/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	A NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4554712	GAME VICTORIOUS	
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:	4149030	PREDICTIVE CLAIMS FLOW	
Registration Number:	4005255	LIVE SCORE	
Registration Number:	4213291	BETTER DECISIONING	
Registration Number:	1942437		
Registration Number:	1966344	STATSOFT	
Registration Number:	4567439	PROCESS DATA EXPLORER	
Registration Number:	4561641	PROCESS TREE VIEWER	
Serial Number:	86240086	ALIENWARE FX	
Serial Number:	86287744	ALIENWARE ALPHA	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553237		
TRADEMARK			

CH \$365.00 4554712

Email: jnull@stblaw.com
Correspondent Name: Michelle Morad
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 001909/0002

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 08/27/2014

Total Attachments: 4

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of August 20, 2014 (this "Agreement"), among Dell Inc., a Delaware corporation ("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 Denali Intermediate Inc., Dell Inc., Dell International LLC, 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. 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, 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 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. 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.

[Remainder of this page intentionally left blank]


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

DELL INC.

By: _____

Name:

Title:

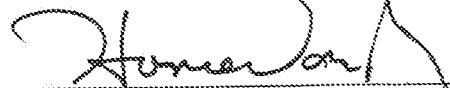

Janet B. Wright
Vice President &
Assistant Secretary

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK ABL SECURITY AGREEMENT]

TRADEMARK
REEL: 005351 FRAME: 0908

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

By:



Name:

Hance VanBeber

Title:

Sr. Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK ABL SECURITY AGREEMENT]

TRADEMARK
REEL: 005351 FRAME: 0909

Schedule I

U.S. Trademarks

Owner	Trademark	Appl. No.	Reg. No.	Reg. Date	Status
Dell Inc.	GAME VICTORIOUS	85981319	4554712	24 Jun 2014	Registered
Dell Inc.	DATA HEALTH CHECK	85890177	4439369	26 Nov 2013	Registered
Dell Inc.	DECISIONING PLATFORM	85506483	4162661	19 Jun 2012	Registered
Dell Inc.	ELECTRONIC STATISTICS TEXTBOOK	85610324	4271257	8 Jan 2013	Registered
Dell Inc.	MAKING THE WORLD MORE PRODUCTIVE	85684529	4268349	1 Jan 2013	Registered
Dell Inc.	PREDICTIVE CLAIMS FLOW	85337852	4149030	29 May 2012	Registered
Dell Inc.	LIVE SCORE	85150002	4005255	2 Aug 2011	Registered
Dell Inc.	BETTER DECISIONING	85526842	4213291	25 Sep 2012	Registered
Dell Inc.	STATSOFT LOGO	74584072	1942437	19 Dec 1995	Registered
Dell Inc.	STATSOFT	74584069	1966344	9 Apr 1996	Registered
Dell Inc.	PREDICTIVE CLAIMS FLOW	85337852	4149030	29 May 2012	Registered
Dell Inc.	PROCESS DATA EXPLORER	86121626	4567439	15 July 2014	Registered
Dell Inc.	PROCESS TREE VIEWER	86121655	4561641	1 July 2014	Registered

U.S. Trademark Applications

Owner	Trademark	Appl. No.	Reg. No.	Reg. Date	Status
Dell Inc.	ALIENWARE FX	86240086	N/A	2 April 2014	Pending
Dell Inc.	ALIENWARE ALPHA	86287744	N/A	21 May 2014	Pending