

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (TERM LOAN)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dell Inc.		08/20/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	101 N. Tryon Street
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	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

*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.*

TRADEMARK

**Phone:** (212) 455-3237  
**Email:** jmull@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 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. 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, 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 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. 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.

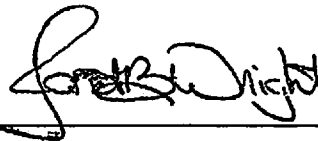
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

[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:

**Janet B. Wright**

Title:

**Vice President &  
Assistant Secretary**

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK TERM LOAN SECURITY AGREEMENT]

**TRADEMARK  
REEL: 005351 FRAME: 0914**

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

By: \_\_\_\_\_

Name: Henry C. Pennell

Title: Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK TERM LOAN SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005351 FRAME: 0915**

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