

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (NOTES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		08/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS NOTES COLLATERAL AGENT		
Street Address:	601 TRAVIS STREET		
Internal Address:	16TH FLOOR		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
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>			
TRADEMARK			

CH \$365.00 4554712

Phone: 2124553237
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: 5

source=(16246460)_ (1)_ TM Notes SI Grant (8-20-2014)#page1.tif

source=(16246460)_ (1)_ TM Notes SI Grant (8-20-2014)#page2.tif

source=(16246460)_ (1)_ TM Notes SI Grant (8-20-2014)#page3.tif

source=(16246460)_ (1)_ TM Notes SI Grant (8-20-2014)#page4.tif

source=(16246460)_ (1)_ TM Notes SI Grant (8-20-2014)#page5.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
dated as of August 20, 2014 (this "Agreement"), among Dell Inc.
(the "Grantor") and Bank of New York Mellon Trust Company, N.A., as First
Lien Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to (a) the Indenture dated as of October 7, 2013 among Denali Borrower LLC, a Delaware limited liability company ("Merger Sub 2", which, in connection with the Acquisition, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation), Denali Finance Corp., a Delaware corporation (the "Co-Issuer" and, together with Dell International, the "Issuers"), Denali Acquiror Inc., a Delaware corporation ("Merger Sub", which, in connection with the Acquisition, has merged with and into Dell Inc., a Delaware corporation (the "Company"), with the Company continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the "Holders") of the Notes (as defined below) and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Indenture") and (b) the Security Agreement dated as of October 29, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Company, the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. Grantor is an Affiliate of the Issuers and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and is, therefore, willing to enter into this Agreement. 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 Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Security 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 Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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

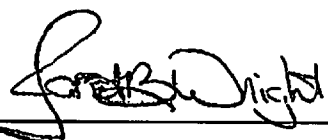
executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[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**

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Notes Collateral Agent,

By: 

Name: R. Tarnas

Title: Vice President

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