

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (TERM LOAN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		12/05/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral 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 banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86325415	ALIENWARE	
Serial Number:	86389537		
Serial Number:	86438524	DELL PRODEPLOY SERVICES	
Serial Number:	86438532	DELL PRODEPLOY PLUS SERVICES	
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		
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:	12/08/2014		
Total Attachments: 4			

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of December 5, 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.

A handwritten signature in black ink, appearing to read "Janet B. Wright", written over a horizontal line.

By: _____

Name: Janet B. Wright

Title: Vice President & Assistant Secretary

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

TRADEMARK
REEL: 005415 FRAME: 0653

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

By: 

Name: Henry Pennell

Title: Vice President

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

TRADEMARK
REEL: 005415 FRAME: 0654

Schedule I

U.S. Trademarks

None.

U.S. Trademark Applications

Owner	Trademark	Appl. No.	Appl. Date
Dell Inc.	ALIENWARE	86325415	1 Jul 2014
Dell Inc.	Alien Head Design	86389537	9 Sep 2014
Dell Inc.	DELL PRODEPLOY SERVICES	86438524	29 Oct 2014
Dell Inc.	DELL PRODEPLOY PLUS SERVICES	86438532	29 Oct 2014