

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (NOTES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		12/05/2014	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 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: 5			

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of December 5, 2014 (this "Agreement"), among Dell Inc., a Delaware corporation ("Grantor") and The 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 each 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.

A handwritten signature in black ink, appearing to read "Janet B. Wright". The signature is written in a cursive style and is positioned above a horizontal line.

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. Tamas**
Title: **Vice President**

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