

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent		04/15/2015	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dell Inc.		
Street Address:	One Dell Way		
City:	Round Rock		
State/Country:	TEXAS		
Postal Code:	78682		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3207314	ALERTFIND	
Registration Number:	3017758	MESSAGEONE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036661.25		
NAME OF SUBMITTER:	Tinmothy J. Lyden		
SIGNATURE:	/Timothy J. Lyden/		
DATE SIGNED:	04/15/2015		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “**Release**”), dated as of April 15, 2015 (the “**Effective Date**”), is made by The Bank of New York Mellon Trust Company, N.A., a national banking association, in its capacity as Notes Collateral Agent (the “**Agent**”), in favor of the grantor party identified on the signature pages hereto (the “**Grantor**”).

WHEREAS, pursuant to that certain Security Agreement, dated as of October 29, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “**Security Agreement**”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 29, 2013 (the “**Trademark Security Agreement**”), which has been recorded with the United States Patent and Trademark Office; and

WHEREAS, the Grantor certifies that the trademarks set forth on Schedule A attached hereto (the “**Specified Trademarks**”) have been sold pursuant to, and as permitted by, the terms and conditions set forth in the Security Agreement and other agreements referenced therein, and the Grantor requests the Agent to release its security interest in such Specified Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon an opinion of counsel and officer’s certificate of the Grantor, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest arising under the Security Agreement and the Trademark Security Agreement in and to the Specified Trademarks. If and to the extent that the Agent has acquired any right, title or interest in and to the Specified Trademarks under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor or its successors or assigns. This Release is applicable only and solely with respect to the Specified Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (the “**Retained Collateral**”). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted, or otherwise modified in any respect by this Release.

3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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

By: 
Name: ALEJANDRO HOYOS
Title: ASSOCIATE

{Signature Page to Indenture IP Release (Trademark)}

Acknowledged and Agreed:

DELL INC.,
as Grantor

By: 

Name: Janet B. Wright
Title: Vice President

[Signature Page to Indenture IP Release (Trademark)]

TRADEMARK
REEL: 005497 FRAME: 0977

SCHEDULE A
TRADEMARKS

Mark	Reg. No.	Reg. Date	App Date	App No.	Country	Current Owner	Renewal Due	Status
Alertfind	3207314	2/13/07	3/18/04	78386903	USA	Dell Inc.	2/13/17	Registered
MessageOne	3017758	11/22/05	9/14/04	78483270	USA	Dell Inc.	11/22/15	Registered