

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		08/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative 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: 2			
Property Type	Number	Word Mark	
Serial Number:	86707450	HIVEMIND	
Serial Number:	86693759	RED CLOAK	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515047		
Email:	jmull@stblaw.com		
Correspondent Name:	Michelle Morad		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	001909/0002		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	08/27/2015		
Total Attachments: 4			
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Execution Version

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of August 25, 2015 (this "Agreement"), among Dell Inc., a Delaware corporation ("Grantor") and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to the ABL 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 "U.S. Borrower"), Dell Canada Inc. (the "Canadian Borrower"), Dell Products, a company with unlimited liability incorporated in accordance with the laws of Ireland (the "Irish Borrower") the Lenders party thereto, Bank of America, N.A., as Administrative Agent and Bank of America, N.A. (London Branch), as Irish Facility Security Trustee and the various other parties thereto and (b) the Collateral Agreement dated as of October 29, 2013 (the "Collateral Agreement"), among Denali Intermediate Inc., Dell Inc., Dell International LLC, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers 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, each Grantor hereby grants to the Administrative 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 Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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: 

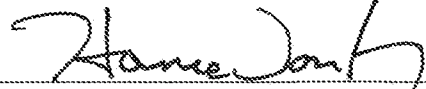
Name: Janet Wright

Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK ABL SECURITY AGREEMENT]

TRADEMARK
REEL: 005610 FRAME: 0891

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

By: 
Name: Hance VanBeber
Title: Sr. Vice President

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK ABL SECURITY AGREEMENT]

TRADEMARK
REEL: 005610 FRAME: 0892

Schedule I

U.S. Trademarks

None.

U.S. Trademark Applications

Owner	Trademark	Appl. No.	Reg. No.	Appl. Date	Classes	Status
Dell Inc.	HIVEMIND	86707450		28 Jul 2015	9	Pending
Dell Inc.	RED CLOAK	86693759		15 Jul 2015	9, 42	Pending