

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Reel 5415 Frame 0656 Nts		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of New York Mellon Trust Company, N.A., as Collateral Agent		09/07/2016	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dell Inc		
<b>Street Address:</b>	One Dell Way		
<b>City:</b>	Round Rock		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78682		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86325415	ALIENWARE	
<b>Serial Number:</b>	86389537		
<b>Serial Number:</b>	86438524	DELL PRODEPLOY SERVICES	
<b>Serial Number:</b>	86438532	DELL PRODEPLOY PLUS SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	614-280-3568		
<b>Email:</b>	john.Salvage@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation System		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jennifer Riehl		
<b>SIGNATURE:</b>	/Jennifer Riehl/		
<b>DATE SIGNED:</b>	09/12/2016		
<b>Total Attachments: 4</b>			

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS  
(NOTES)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 7, 2016 (the “Effective Date”), is made by The Bank of New York Mellon Trust Company, N.A., in its capacity as First Lien Collateral Agent (the “Agent”), in favor of Dell Inc., a Delaware corporation (the “Grantor”).

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

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Supplemental Trademark Security Agreement, dated as of December 5, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 8, 2014 at Reel/Frame 5415/0656;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule 1 attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent requests the Commissioner for Trademarks record this Release.

3. Termination. The Agent, without recourse, representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. 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.

5. 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.

[Remainder of this page intentionally left blank]

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., acting in its  
capacity as Collateral Agent for the Holders**

By: *Teresa Petta*

Name:

Title:

**TERESA PETTA  
VICE PRESIDENT**

[Dell - Notes Trademark Release]

**TRADEMARK  
REEL: 005874 FRAME: 0055**

**SCHEDULE 1**

**U.S. Trademark Applications**

<b>Owner</b>	<b>Trademark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>
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

[Schedule 1 to Release of Security Interest in Trademarks]

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of New York Mellon Trust Company, N.A., as Collateral Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other National Association
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 7, 2016

- Assignment
- Security Agreement
- Other Release of Reel 5415 Frame 0656 Nts
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Deft Inc.

Street Address: One Deft Way

City: Round Rock

State: TX

Country: USA Zip: 78662

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

88/325415

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: \_\_\_\_\_

Email Address: jriehl@cahill.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Jennifer Riehl

Name of Person Signing

September 7, 2016

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450