

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398200

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Reel 5415 Frame 0635 ABL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative 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>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<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  
(ABL)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 7, 2016 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Administrative Agent (the “Agent”), in favor of Dell Inc., a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Collateral 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 “Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Administrative 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 5415/0635;

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 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 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 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:

**BANK OF AMERICA, N.A., acting in its  
capacity as Administrative Agent for the  
Lenders**

By: \_\_\_\_\_

Name:

Title:

  
**Hance VanBeber  
Sr. Vice President**

[Dell - ABL Trademark Release]

TRADEMARK

REEL: 005874 FRAME: 0177

**SCHEDULE 1**

**U.S. Trademark Applications**

	<b>Owner</b>	<b>Trademark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>
1.	Dell Inc.	ALIENWARE	86325415	1 Jul 2014
2.	Dell Inc.	Alien Head Design	86389537	9 Sep 2014
3.	Dell Inc.	DELL PRODEPLOY SERVICES	86438524	29 Oct 2014
4.	Dell Inc.	DELL PRODEPLOY PLUS SERVICES	86438532	29 Oct 2014

[Schedule 1 to Release of Security Interest in Trademarks]