OP \$40.00 86216653

ETAS ID: TM398127

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Reel 5272 Frame 0309 Nts

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of New York Mellon Trust Company, N.A., as Collateral Agent		09/07/2016	National 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: 1

Property Type	Number	Word Mark
Serial Number:	86216653	AREA-51

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (614)2803568

Email: john.salvage@wolterskluwer.com

Correspondent Name: John Salvage
Address Line 1: CT Corporaiton

Address Line 2: 4400 Easton Commons Way, Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jennifer Riehl
SIGNATURE:	/Jennifer Riehl/
DATE SIGNED:	09/12/2016

Total Attachments: 4

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TRADEMARK REEL: 005875 FRAME: 0171

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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 (in such capacity, 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 April 2, 2014, (the "<u>Trademark Security Agreement</u>"), 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 May 1, 2014 at Reel/Frame 5272/0309;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. 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. <u>Release</u>. 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 retransfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Agent hereby requests the Commissioner for Trademarks record this Release.
- 3. <u>Termination</u>. The Agent, without recourse, representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. 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. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK REEL: 005875 FRAME: 0172 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

Name:

Title:

TERESA PETTA VICE PRESIDENT

[Dell - Notes Trademark Release]

TRADEMARK REEL: 005875 FRAME: 0173

SCHEDULE 1

U.S. Trademark Applications

RECORDED: 09/12/2016

Owner	Trademark	Appl. No.	Reg. No.	Reg. Date	Status
Dell Inc.	AREA-51	86216653	N/A	10 Mar 2014	Pending

[Schedule 1 to Release of Security Interests in Trademarks]

TRADEMARK
REEL: 005875 FRAME: 0174