

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Reel 5351 Frame 0905 ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative 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: 14			
Property Type	Number	Word Mark	
Registration Number:	4554712	GAME VICTORIOUS	
Registration Number:	4439369	DATA HEALTH CHECK	
Registration Number:	4162661	DECISIONING PLATFORM	
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK	
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE	
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW	
Registration Number:	4005255	LIVE SCORE	
Registration Number:	4213291	BETTER DECISIONING	
Registration Number:	1942437		
Registration Number:	1966344	STATSOFT	
Registration Number:	4567439	PROCESS DATA EXPLORER	
Registration Number:	4561641	PROCESS TREE VIEWER	
Serial Number:	86240086	ALIENWARE FX	
Serial Number:	86287744	ALIENWARE ALPHA	
CORRESPONDENCE DATA			
Fax Number:	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>			

OP \$365.00 4554712

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jennifer Riehl
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SIGNATURE:	/Jennifer Riehl/
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DATE SIGNED:	09/12/2016
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Total Attachments: 4

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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 August 20, 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 August 27, 2014 at Reel/Frame 5351/0905;


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 hereby 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: 005875 FRAME: 0988

SCHEDULE 1

U.S. Trademarks

	Owner	Trademark	Appl. No.	Reg. No.	Reg. Date	Status
1.	Dell Inc.	GAME VICTORIOUS	85981319	4554712	24 Jun 2014	Registered
2.	Dell Inc.	DATA HEALTH CHECK	85890177	4439369	26 Nov 2013	Registered
3.	Dell Inc.	DECISIONING	85506483	4162661	19 Jun 2012	Registered
4.	Dell Inc.	ELECTRONIC	85610324	4271257	8 Jan 2013	Registered
5.	Dell Inc.	MAKING THE WORLD MORE PRODUCTIVE	85684529	4268349	1 Jan 2013	Registered
6.	Dell Inc.	PREDICTIVE CLAIMS	85337852	4149030	29 May 2012	Registered
7.	Dell Inc.	LIVE SCORE	85150002	4005255	2 Aug 2011	Registered
8.	Dell Inc.	BETTER DECISIONING	85526842	4213291	25 Sep 2012	Registered
9.	Dell Inc.	STATSOFT LOGO	74584072	1942437	19 Dec 1995	Registered
10.	Dell Inc.	STATSOFT	74584069	1966344	9 Apr 1996	Registered
11.	Dell Inc.	PREDICTIVE CLAIMS	85337852	4149030	29 May 2012	Registered
12.	Dell Inc.	PROCESS DATA	86121626	4567439	15 July 2014	Registered
13.	Dell Inc.	PROCESS TREE VIEWER	86121655	4561641	1 July 2014	Registered

U.S. Trademark Applications

	Owner	Trademark	Appl. No.	Reg. No.	Reg. Date	Status
1.	Dell Inc.	ALIENWARE FX	86240086	N/A	2 April 2014	Pending
2.	Dell Inc.	ALIENWARE ALPHA	86287744	N/A	21 May 2014	Pending

[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 America, N.A., as Administrative Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other National Association

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 5351 Frame 0905 ABL
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dell Inc.

Street Address: One Dell Way

City: Round Rock

State: Tx

Country USA Zip: 78682

- 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

86/240086

B. Trademark Registration No.(s)

4554712

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:

15

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

TRADEMARK