

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Certain Trademarks Previously Recorded at Reel/Frame (5876/0898)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent		11/02/2016	National Banking 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
Name:	PSC Management Limited Partnership
Street Address:	2300 W. Plano Parkway
City:	Plano
State/Country:	TEXAS
Postal Code:	75075
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3764451	2020 VISION OF THE ROAD AHEAD
Registration Number:	2094928	DIAMOND
Registration Number:	3988231	ISCOBOL
Registration Number:	4038470	REUSE. RECYCLE. RENEW.
Registration Number:	3988630	VCOBOL
Registration Number:	4161591	WINKIX
Registration Number:	3702521	XCELYS

CORRESPONDENCE DATA

Fax Number: 6502515002

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.

TRADEMARK

Phone: (650) 251-5106
Email: jnull@stblaw.com
Correspondent Name: Amber Harezlak
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 001909/0009

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 11/04/2016

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 2, 2016 (the “Effective Date”), is made by The Bank of New York Mellon Trust Company, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on Schedule I hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of September 7, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of September 7, 2016 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 14, 2016 at Reel/Frame 5876/0898.

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 Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. 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 registrations and applications set forth on Schedule II attached hereto (the “Released Trademark Collateral”), arising under the Security 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 Released 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 applicable Grantor. The Agent hereby requests the Commissioner for Trademarks to record this Release.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective 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 Grantors, at the Grantors’ 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.

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., not in its
individual capacity but acting solely in its
capacity as Agent

By: William Wallace
Name: WILLIAM WALLACE
Title: VICE PRESIDENT

GRANTORS:

DELL INC.
PSC MANAGEMENT LIMITED PARTNERSHIP

By: 

Name: Janet B. Wright

Title: Senior Vice President and
Assistant Secretary

[Dell - Seal Trademark Release]

TRADEMARK
REEL: 005914 FRAME: 0215

SCHEDULE I

GRANTORS

PSC MANAGEMENT LIMITED PARTNERSHIP
DELL INC.

SCHEDULE II

U.S. Trademarks and Trademark Applications

Trademark	Serial/Registration Number	Owner
2020 VISION OF THE ROAD AHEAD	3764451	PSC Management Limited Partnership
DIAMOND	2094928	Dell Inc.
ISCOBOL	3988231	Dell Inc.
REUSE. RECYCLE. RENEW.	4038470	Dell Inc.
VCOBOL	3988630	Dell Inc.
WINKIX	4161591	Dell Inc.
XCELYS	3702521	PSC Management Limited Partnership