TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELL SOFTWARE INC.		10/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND

PROPERTY NUMBERS Total: 114

Property Type	Number	Word Mark
Serial Number:	78512529	ACTIVE ADMINISTRATOR
Serial Number:	77330482	ACTIVEROLES
Serial Number:	85415179	APPASSURE
Serial Number:	75238685	AVENTAIL
Serial Number:	76061504	AVENTAIL
Serial Number:	78330922	AVENTAIL
Serial Number:	75325827	BENCHMARK FACTORY
Serial Number:	77153918	CHANGEAUDITOR
Serial Number:	85890177	DATA HEALTH CHECK
Serial Number:	85506483	DECISIONING PLATFORM
Serial Number:	78252633	DESKTOP AUTHORITY
Serial Number:	75543362	DIRECTORY ANALYZER
Serial Number:	78948226	DIRECTORY ANALYZER
Serial Number:	85610324	ELECTRONIC STATISTICS TEXTBOOK
Serial Number:	75608118	FOGLIGHT
Serial Number:	77153922	GPOADMIN
Serial Number:	78937447	INTELLIPROFILE
Serial Number:	76344146	INTRUST

OP $2865.00 78512529

Property Type	Number	Word Mark
Serial Number:	77593600	ITOKEN
Serial Number:	75139266	JCLASS
Serial Number:	77329924	KACE
Serial Number:	85727618	KITENGA
Serial Number:	77135952	LITESPEED
Serial Number:	85150002	LIVE SCORE
Serial Number:	76026118	LIVEREORG
Serial Number:	77330473	MESSAGESTATS
Serial Number:	75644262	NBSPOOL
Serial Number:	74069344	NETBASE
Serial Number:	76203014	NETVAULT
Serial Number:	85393154	NETVAULT
Serial Number:	85337852	PREDICTIVE CLAIMS FLOW
Serial Number:	85506512	PREDICTIVE CLAIMS FLOW
Serial Number:	77447654	REASSEMBLY-FREE DEEP PACKET INSPECTION
Serial Number:	85017307	REMOTESCAN
Serial Number:	85017661	REMOTESCAN
Serial Number:	78941034	SECURE COPY
Serial Number:	75568446	SECURITY EXPLORER
Serial Number:	75237267	SHAREPLEX
Serial Number:	75784374	SONICWALL
Serial Number:	78730719	SONICWALL
Serial Number:	76407133	SONICWALL GMS
Serial Number:	76172856	SONICWALL VIEWPOINT
Serial Number:	76026119	SPOTLIGHT
Serial Number:	75882415	SQL NAVIGATOR
Serial Number:	76130059	STAT
Serial Number:	85243745	SUPERMASSIVE
Serial Number:	75644261	T.O.A.D.
Serial Number:	76422712	TAG AND FOLLOW
Serial Number:	76652356	TOAD
Serial Number:	85302485	
Serial Number:	77028441	TOAD WORLD
Serial Number:	77718537	VRANGER
Serial Number:	74584072	
Serial Number:	77153914	ACCESSMANAGER
Serial Number:	85025730	BAKBONE
Serial Number:	75931315	BAKBONE SOFTWARE

Property Type	Number	Word Mark
Serial Number:	85526842	BETTER DECISIONING
Serial Number:	78069027	BIG BROTHER
Serial Number:	86290679	BLUEFOLDER
Serial Number:	78054004	BRIDGEACCESS
Serial Number:	78054024	BRIDGEAUTOESCALATE
Serial Number:	77555082	COLDSPARK
Serial Number:	77329741	KBOX
Serial Number:	74730291	DS EXPERT
Serial Number:	77123482	ENTERPRISE SECURITY REPORTER
Serial Number:	78165368	ERDISK
Serial Number:	78804035	FILE SYSTEM AUDITOR
Serial Number:	85106684	FLASHRESTORE
Serial Number:	77541320	FORCE10
Serial Number:	77541312	FORCE 10
Serial Number:	77693378	HELP DESK AUTHORITY
Serial Number:	75567001	I/WATCH
Serial Number:	77759442	INSTANTASSIST
Serial Number:	75327141	JPROBE
Serial Number:	85684529	MAKING THE WORLD MORE PRODUCTIVE
Serial Number:	74730296	NETPRO
Serial Number:	85066276	PACKETTRAP
Serial Number:	78645972	PATCH AUTHORITY
Serial Number:	76276723	PERFORMASURE
Serial Number:	78804032	POINT, CLICK, DONE!
Serial Number:	77792278	POWERGUI
Serial Number:	77725883	PRIVILEGE AUTHORITY
Serial Number:	86121626	PROCESS DATA EXPLORER
Serial Number:	86121655	PROCESS TREE VIEWER
Serial Number:	77120106	PROTECTION AT THE SPEED OF BUSINESS
Serial Number:	74023630	QUEST
Serial Number:	78902674	QUEST
Serial Number:	85397328	QUEST DISTRIBUTED MONKEY ENGINE
Serial Number:	75644260	QUEST SOFTWARE
Serial Number:	77100909	QUEST SOFTWARE
Serial Number:	77072348	REPLAY
Serial Number:	77153925	REPORTADMIN
Serial Number:	77153926	RESTOREADMIN
Serial Number:	75837811	SCRIPTLOGIC

Property Type	Number	Word Mark
Serial Number:	76408350	SCRIPTLOGIC
Serial Number:	77095701	SECUREWITHIN
Serial Number:	78831038	SECURITY LIFECYCLE MAP
Serial Number:	77153928	SELFSERVICEADMIN
Serial Number:	85105610	SIMPLICITY AT WORK
Serial Number:	85975456	SIMPLICITY AT WORK
Serial Number:	78612203	SQL WATCH
Serial Number:	74584073	STATISTICA
Serial Number:	74584069	STATSOFT
Serial Number:	78937449	STEALTHCOLLECT
Serial Number:	77667784	VCONVERTER
Serial Number:	77667791	VECOSHELL
Serial Number:	77667769	VFOGLIGHT
Serial Number:	77363623	VIRTUALHA
Serial Number:	85543711	VKERNEL
Serial Number:	85003418	VKERNEL
Serial Number:	77100920	
Serial Number:	85626383	WEBTHORITY
Serial Number:	74125076	XRT/
Serial Number:	77296181	YOUR BUSINESS TO THE POWER OF EMAIL

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	11/09/2016

Total Attachments: 14

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

WHEREAS, Dell Software Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this First Lien Trademark Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the "**Trademarks**");

(ii) all goodwill of Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELL SOFTWARE INC.,
a Delaware corporation

By: _____
Name: Evan Daar
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as the Collateral Agent

By: _____
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: _____
Name: Karim Rahimtoola
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
ACTIVE ADMINISTRATOR	United States of America	Registered	78512529	3073040	Dell Software Inc.
ACTIVEROLES	United States of America	Registered	77330482	3563254	Dell Software Inc.
APPASSURE	United States of America	Registered	85415179	4254936	Dell Software Inc.
AVENTAIL	United States of America	Registered	75238685	2421994	Dell Software Inc.
AVENTAIL	United States of America	Registered	76061504	2932929	Dell Software Inc.
AVENTAIL	United States of America	Registered	78330922	2932929	Dell Software Inc.
BENCHMARK FACTORY	United States of America	Registered	75325827	2289344	Dell Software Inc.
CHANGEAUDITOR	United States of America	Registered	77153918	3363956	Dell Software Inc.
DATA HEALTH CHECK	United States of America	Registered	85890177	4439369	Dell Software Inc.

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
DECISIONING PLATFORM	United States of America	Registered	85506483	4162661	Dell Software Inc.
DESKTOP AUTHORITY	United States of America	Registered	78252633	2934109	Dell Software Inc.
DIRECTORY ANALYZER	United States of America	Registered	75543362	2378246	Dell Software Inc.
DIRECTORY ANALYZER	United States of America	Registered	78948226	3251720	Dell Software Inc.
ELECTRONIC STATISTICS TEXTBOOK	United States of America	Registered	85610324	4271257	Dell Software Inc.
FOGLIGHT	United States of America	Registered	75608118	2380040	Dell Software Inc.
GPOADMIN	United States of America	Registered	77153922	3363957	Dell Software Inc.
INTELLIPROFILE	United States of America	Registered	78937447	3346262	Dell Software Inc.
INTRUST	United States of America	Registered	76344146	2971244	Dell Software Inc.
ITOKEN	United States of America	Registered	77593600	3894437	Dell Software Inc.
JCLASS	United States of America	Registered	75139266	2345853	Dell Software Inc.
KACE	United States of America	Registered	77329924	3589814	Dell Software Inc.
KITENGA	United States of America	Registered	85727618	4431118	Dell Software

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
					Inc.
LITESPEED	United States of America	Registered	77135952	3468903	Dell Software Inc.
LIVE SCORE	United States of America	Registered	85150002	4005255	Dell Software Inc.
LIVEREORG	United States of America	Registered	76026118	2431769	Dell Software Inc.
MESSAGESTATS	United States of America	Registered	77330473	3542770	Dell Software Inc.
NBSPOOL	United States of America	Registered	75644262	2397073	Dell Software Inc.
NETBASE	United States of America	Registered	74069344	1681007	Dell Software Inc.
NETVAULT	United States of America	Registered	76203014	2956411	Dell Software Inc.
NETVAULT	United States of America	Registered	85393154	4246972	Dell Software Inc.
PREDICTIVE CLAIMS FLOW	United States of America	Registered	85337852	4149030	Dell Software Inc.
PREDICTIVE CLAIMS FLOW	United States of America	Registered	85506512	4216860	Dell Software Inc.
REASSEMBLY-FREE DEEP PACKET INSPECTION	United States of America	Registered	77447654	4035304	Dell Software Inc.
REMOTESCAN	United States of America	Registered	85017307	3949496	Dell Software Inc.

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
REMOTESCAN	United States of America	Registered	85017661	3988202	Dell Software Inc.
SECURE COPY	United States of America	Registered	78941034	3290980	Dell Software Inc.
SECURITY EXPLORER	United States of America	Registered	75568446	2342692	Dell Software Inc.
SHAREPLEX	United States of America	Registered	75237267	2204907	Dell Software Inc.
SONICWALL	United States of America	Registered	75784374	2362260	Dell Software Inc.
SONICWALL	United States of America	Registered	78730719	3219615	Dell Software Inc.
SONICWALL GMS	United States of America	Registered	76407133	2773176	Dell Software Inc.
SONICWALL VIEWPOINT	United States of America	Registered	76172856	2750890	Dell Software Inc.
SPOTLIGHT	United States of America	Registered	76026119	2546111	Dell Software Inc.
SQL NAVIGATOR	United States of America	Registered	75882415	2499672	Dell Software Inc.
STAT	United States of America	Registered	76130059	2653329	Dell Software Inc.
SUPERMASSIVE	United States of America	Registered	85243745	4712705	Dell Software Inc.
T.O.A.D.	United States of America	Registered	75644261	2374654	Dell Software

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
					Inc.
TAG AND FOLLOW	United States of America	Registered	76422712	3162992	Dell Software Inc.
TOAD	United States of America	Registered	76652356	3182367	Dell Software Inc.
TOAD device	United States of America	Registered	85302485	4170172	Dell Software Inc.
TOAD WORLD	United States of America	Registered	77028441	3793446	Dell Software Inc.
VRANGER	United States of America	Registered	77718537	3788524	Dell Software Inc.
(Device Only)	United States of America	Abandoned	74584072	1942437	Dell Software Inc.
ACCESSMANAGER	United States of America	Registered	77153914	3363955	Dell Software Inc.
BakBone	United States of America	Registered	85025730	3893220	Dell Software Inc.
BakBone Software	United States of America	Abandoned	75931315	2778780	Dell Software Inc.
Better Decisioning	United States of America	Registered	85526842	4213291	Dell Software Inc.
Big Brother	United States of America	Abandoned	78069027	2924934	Dell Software Inc.
BLUEFOLDER	United States of America	Abandoned	86290679		Dell Software Inc.

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
BRIDGEACCESS	United States of America	Abandoned	78054004	2675675	Dell Software Inc.
BRIDGEAUTOESCALATE	United States of America	Abandoned	78054024	2644574	Dell Software Inc.
COLDSPARK & Design	United States of America	Abandoned	77555082	3601915	Dell Software Inc.
KBOX	United States of America	Abandoned	77329741	3571326	Dell Software Inc.
DS EXPERT	United States of America	Registered	74730291	2020485	Dell Software Inc.
ENTERPRISE SECURITY REPORTER	United States of America	Registered	77123482	3347211	Dell Software Inc.
ERDISK	United States of America	Abandoned	78165368	3197978	Dell Software Inc.
FILE SYSTEM AUDITOR	United States of America	Registered	78804035	3172735	Dell Software Inc.
FLASHRESTORE	United States of America	Registered	85106684	4301762	Dell Software Inc.
FORCE10	United States of America	Abandoned	77541320	3693846	Dell Software Inc.
FORCE10 Stylized	United States of America	Registered	77541312	3793944	Dell Software Inc.
HELP DESK AUTHORITY	United States of America	Cancelled	77693378	3753257	Dell Software Inc.
I/WATCH	United States of America	Abandoned	75567001	2914039	Dell Software

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
					Inc.
INSTANTASSIST	United States of America	Registered	77759442	3782687	Dell Software Inc.
JPROBE	United States of America	Registered	75327141	2317022	Dell Software Inc.
MAKING THE WORLD MORE PRODUCTIVE	United States of America	Registered	85684529	4268349	Dell Software Inc.
NETPRO	United States of America	Registered	74730296	2045527	Dell Software Inc.
PACKETTRAP	United States of America	Registered	85066276	3914050	Dell Software Inc.
PATCH AUTHORITY	United States of America	Registered	78645972	3123156	Dell Software Inc.
PERFORMASURE	United States of America	Registered	76276723	2840791	Dell Software Inc.
POINT, CLICK, DONE!	United States of America	Abandoned	78804032	3222039	Dell Software Inc.
POWERGUI	United States of America	Registered	77792278	3760779	Dell Software Inc.
PRIVILEGE AUTHORITY	United States of America	Registered	77725883	3808236	Dell Software Inc.
PROCESS DATA EXPLORER	United States of America	Registered	86121626	4567439	Dell Software Inc.
PROCESS TREE VIEWER	United States of America	Registered	86121655	4561641	Dell Software Inc.

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
PROTECTION AT THE SPEED OF BUSINESS	United States of America	Registered	77120106	3832281	Dell Software Inc.
QUEST	United States of America	Registered	74023630	1684124	Dell Software Inc.
QUEST	United States of America	Registered	78902674	3225071	Dell Software Inc.
QUEST DISTRIBUTED MONKEY ENGINE	United States of America	Abandoned	85397328		Dell Software Inc.
QUEST SOFTWARE	United States of America	Registered	75644260	2745496	Dell Software Inc.
QUEST SOFTWARE & Design	United States of America	Abandoned	77100909	3587720	Dell Software Inc.
REPLAY	United States of America	Abandoned	77072348	3399127	Dell Software Inc.
REPORTADMIN	United States of America	Abandoned	77153925	3363959	Dell Software Inc.
RESTOREADMIN	United States of America	Abandoned	77153926	3363960	Dell Software Inc.
SCRIPTLOGIC	United States of America	Registered	75837811	2472329	Dell Software Inc.
SCRIPTLOGIC	United States of America	Lapsed	76408350	2768874	Dell Software Inc.
SECUREWITHIN	United States of America	Abandoned	77095701	3386095	Dell Software Inc.
SECURITY LIFECYCLE MAP	United States of America	Abandoned	78831038	3258068	Dell Software

Trademark	Jurisdiction	Status	Application Number	Registration Number	Current Owner of Record
					Inc.
SELFSERVICEADMIN	United States of America	Abandoned	77153928	3363961	Dell Software Inc.
SIMPLICITY AT WORK	United States of America	Abandoned	85105610		Dell Software Inc.
SIMPLICITY AT WORK	United States of America	Registered	85975456	4027163	Dell Software Inc.
SQL WATCH	United States of America	Abandoned	78612203	3386306	Dell Software Inc.
STATISTICA	United States of America	Abandoned	74584073		Dell Software Inc.
STATSOFT	United States of America	Registered	74584069	1966344	Dell Software Inc.
STEALTHCOLLECT	United States of America	Registered	78937449	3442945	Dell Software Inc.
VCONVERTER	United States of America	Registered	77667784	3794366	Dell Software Inc.
VECOSHELL	United States of America	Registered	77667791	3854474	Dell Software Inc.
VFOGLIGHT	United States of America	Registered	77667769	3788357	Dell Software Inc.
VIRTUALHA	United States of America	Abandoned	77363623	3552294	Dell Software Inc.
VKERNEL	United States of America	Registered	85543711	4241018	Dell Software Inc.

Trademark	**Jurisdiction**	**Status**	**Application Number**	**Registration Number**	**Current Owner of Record**
VKERNEL & Device	United States of America	Registered	85003418	3972813	Dell Software Inc.
Wave device	United States of America	Abandoned	77100920	3524826	Dell Software Inc.
WEBTHORITY	United States of America	Registered	85626383	4304296	Dell Software Inc.
XRT/	United States of America	Registered	74125076	1765604	Dell Software Inc.
YOUR BUSINESS TO THE POWER OF EMAIL	United States of America	Abandoned	77296181	3440336	Dell Software Inc.