

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dell Inc.		11/16/2016	Corporation: DELAWARE
EMC Corporation		11/16/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	7033 LOUIS STEPHENS DRIVE		
<b>Internal Address:</b>	PO BOX 110047		
<b>City:</b>	RESEARCH TRIANGLE PARK		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87216873	2 TIERS	
<b>Serial Number:</b>	87142056	CROSS CLOUD	
<b>Serial Number:</b>	87221654	DELL EMC 2 TIERS	
<b>Serial Number:</b>	87228052	DELL EMC UNITY	
<b>Serial Number:</b>	87133330	{CODE}	
<b>Serial Number:</b>	87133273	BOOST	
<b>Serial Number:</b>	87144009	CLOUDBOOST	
<b>Serial Number:</b>	87131805	INFORMATION GENERATION	
<b>Serial Number:</b>	87131815	INFRAENABLERS	
<b>Serial Number:</b>	87131810	OPENSACLE	
<b>Serial Number:</b>	87133187	POLLY	
<b>Serial Number:</b>	87133178	REX-RAY	
<b>Serial Number:</b>	87132199	UNIK	
<b>Serial Number:</b>	87131917	WHENOLOGY	
<b>Serial Number:</b>	87133269	XIOS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**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.***

**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

<b>ATTORNEY DOCKET NUMBER:</b>	001909/0002
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<b>NAME OF SUBMITTER:</b>	J. Jason Mull
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<b>SIGNATURE:</b>	/J. Jason Mull/
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<b>DATE SIGNED:</b>	11/16/2016
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT dated as of November 16, 2016 (this "Agreement"), among Dell Inc. and EMC Corporation (each a "Grantor" and collectively the "Grantors") and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DENALI INTERMEDIATE INC., a Delaware corporation ("Holdings"), DELL INC., a Delaware corporation (the "Company"), DELL INTERNATIONAL L.L.C., a Delaware limited liability company ("Dell International" and a "Borrower"), NEW DELL INTERNATIONAL LLC, UNIVERSAL ACQUISITION CO., a Delaware corporation (a "Borrower" and together with Dell International, the "Borrowers", which on the Effective Date shall be merged with and into EMC Corporation, a Massachusetts corporation (the "Target"), with EMC Corporation surviving such merger, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Term Loan A/Revolver Administrative Agent and Credit Suisse AG, Cayman Islands Branch, as Term Loan B Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the Borrowers, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE  
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE  
OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELL INC.

By: 

Name: Janet B. Wright

Title: Senior VP and Assistant Secretary

EMC CORPORATION

By: 

Name: Janet B. Wright

Title: Senior VP and Assistant Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005923 FRAME: 0136**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: Judith E. Smith  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005923 FRAME: 0137**

SCHEDULE I

TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Serial Number</b>	<b>Status</b>	<b>Registered Owner</b>
2 TIERS	87216873	Pending ITU	Dell Inc.
CROSS CLOUD	87142056	Pending ITU	Dell Inc.
DELL EMC 2 TIERS	87221654	Pending ITU	Dell Inc.
DELL EMC UNITY	87228052	Pending ITU	Dell Inc.
{CODE}	87133330	Pending ITU	EMC Corporation
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