TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dell Inc.		11/16/2016	Corporation: DELAWARE
EMC Corporation		11/16/2016	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	7033 LOUIS STEPHENS DRIVE
Internal Address:	PO BOX 110047
City:	RESEARCH TRIANGLE PARK
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	87216873	2 TIERS
Serial Number:	87142056	CROSS CLOUD
Serial Number:	87221654	DELL EMC 2 TIERS
Serial Number:	87228052	DELL EMC UNITY
Serial Number:	87133330	{CODE}
Serial Number:	87133273	BOOST
Serial Number:	87144009	CLOUDBOOST
Serial Number:	87131805	INFORMATION GENERATION
Serial Number:	87131815	INFRAENABLERS
Serial Number:	87131810	OPENSCALE
Serial Number:	87133187	POLLY
Serial Number:	87133178	REX-RAY
Serial Number:	87132199	UNIK
Serial Number:	87131917	WHENOLOGY
Serial Number:	87133269	XIOS

CH $390.00 87216873

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.

Phone: (650) 251-5106

Email: jmull@stblaw.com

Correspondent Name: Amber Harezlak

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	001909/0002
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	11/16/2016

Total Attachments: 5

source=(20493564)_(1)_Trademark Security Agreement (Quarter 3 2016)#page1.tif

source=(20493564)_(1)_Trademark Security Agreement (Quarter 3 2016)#page2.tif

source=(20493564)_(1)_Trademark Security Agreement (Quarter 3 2016)#page3.tif

source=(20493564)_(1)_Trademark Security Agreement (Quarter 3 2016)#page4.tif

source=(20493564)_(1)_Trademark Security Agreement (Quarter 3 2016)#page5.tif

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]

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]

SCHEDULE I

TRADEMARK APPLICATIONS

Trademark	Serial Number	Status	Registered Owner
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
BOOST	87133273	Pending ITU	EMC Corporation
CLOUDBOOST	87144009	Pending	EMC Corporation
INFORMATION GENERATION	87131805	Pending ITU	EMC Corporation
INFRAENABLERS	87131815	Pending ITU	EMC Corporation
OPENSCALE	87131810	Pending ITU	EMC Corporation
POLLY	87133187	Pending ITU	EMC Corporation
REX-RAY	87133178	Pending ITU	EMC Corporation
UNIK	87132199	Pending ITU	EMC Corporation
WHENOLOGY	87131917	Pending ITU	EMC Corporation
XIOS	87133269	Pending ITU	EMC Corporation