TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Credit)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dell Inc.		02/23/2017	Corporation: DELAWARE

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: 11

Property Type	Number	Word Mark
Serial Number:	87268847	A3
Serial Number:	87240618	CANVAS
Serial Number:	87240651	DELL CANVAS
Serial Number:	87251930	DELL EMC
Serial Number:	87251933	DELL EMC
Serial Number:	87251940	DELL EMC
Serial Number:	87251944	DELL EMC
Serial Number:	87251946	DELL EMC
Serial Number:	87268872	DELL EMC A3
Serial Number:	87301514	PRAVEGA
Serial Number:	87290859	WE'RE GAME

CH $290.00 87268847

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:	02/24/2017

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT dated as of February 23, 2017 (this "Agreement"), among Dell Inc. (the "Grantor") 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. 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, the 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. The 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.

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

Dell Inc., as Grantor,

By: _____

Name: Janet B. Wright
Title: Senior Vice President and Assistant Secretary

[Signature page to Trademark Security Agreement (Credit)]

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 (Credit)]

SCHEDULE I

U.S. Trademark Applications

Owner	Trademark	Serial No.	Appl. Date	Status
Dell Inc.	A3	87268847	12/14/2016	Pending ITU
Dell Inc.	CANVAS	87240618	11/17/2016	Pending ITU
Dell Inc.	DELL CANVAS	87240651	11/17/2016	Pending ITU
Dell Inc.	DELL EMC	87251930	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251933	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251940	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251944	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251946	11/30/2016	Pending ITU
Dell Inc.	DELL EMC A3	87268872	12/14/2016	Pending ITU
Dell Inc.	PRAVEGA	87301514	1/13/2017	Pending ITU
Dell Inc.	WE'RE GAME	87290859	1/5/2017	Pending ITU