

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430914

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement (Credit) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dell Inc. | | 05/26/2017 | 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: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87358218 | LIVE OPTICS | |
| Serial Number: | 87347715 | LUMINARIES | |
| Serial Number: | 87372649 | MANYWHO | |
| Serial Number: | 87358264 | REALIZE EXTRAORDINARY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6502515002 | | |
| <i>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.</i> | | | |
| 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: | 06/12/2017 | | |
| Total Attachments: 4 | | | |

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TRADEMARK SECURITY AGREEMENT dated as of May 26, 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 M. Bawcom

Title: Sr. Vice President & Assistant Secretary

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. | LIVE OPTICS | 87/358,218 | 3/3/2017 | Pending ITU |
| Dell Inc. | LUMINARIES | 87/347,715 | 2/23/2017 | Pending ITU |
| Dell Inc. | MANYWHO | 87/372,649 | 3/15/2017 | Pending ITU |
| Dell Inc. | REALIZE EXTRAORDINARY | 87/358,264 | 3/3/2017 | Pending ITU |