

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Credit)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dell Inc.		08/29/2017	Corporation: DELAWARE
EMC Corporation		08/29/2017	Corporation: MASSACHUSETTS
Mozy, Inc.		08/29/2017	Corporation: DELAWARE
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87519298		
<b>Serial Number:</b>	87519305		
<b>Serial Number:</b>	87543861	THE ESSENTIAL INFRASTRUCTURE COMPANY	
<b>Serial Number:</b>	87457069	WHAT'S THIS FILE	
<b>Serial Number:</b>	85443172	DSSD	
<b>Serial Number:</b>	87488732	MOZY	
<b>Serial Number:</b>	87488791	MOZY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(650) 251-5106		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Amber Harezlak		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		

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<b>ATTORNEY DOCKET NUMBER:</b>	001909/0002
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	09/06/2017
<b>Total Attachments: 4</b> source=Trademark Security Agreement Q2 2017 (credit) executed#page1.tif source=Trademark Security Agreement Q2 2017 (credit) executed#page2.tif source=Trademark Security Agreement Q2 2017 (credit) executed#page3.tif source=Trademark Security Agreement Q2 2017 (credit) executed#page4.tif	

TRADEMARK SECURITY AGREEMENT dated as of August 29, 2017 (this “Agreement”), among Dell Inc., EMC Corporation and Mozy, Inc. (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. 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 Grantors hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each 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 Grantors hereby acknowledge and affirm 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.

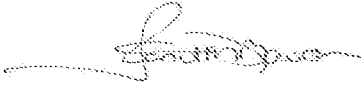
SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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


EMC Corporation, as Grantor,


By:   
Name: Janet M. Bawcom  
Title: Sr. Vice President & Assistant Secretary

Mozy 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 SMITH  
Title: AUTHORIZED SIGNATORY

By:   
Name: Joan Park  
Title: Authorized Signatory

SCHEDULE I

U.S. Trademark Applications

OWNER	TRADEMARK	APPLICATION NO	APPLICATION DATE	STATUS
Dell Inc.		87/519298	7/7/2017	Intent to Use Application
Dell Inc.		87/519305	7/7/2017	Intent to Use Application
Dell Inc.	THE ESSENTIAL INFRASTRUCTURE COMPANY	87/543861	7/26/2017	Intent to Use Application
Dell Inc.	WHAT'S THIS FILE	87/457069	5/19/2017	Intent to Use Application
EMC Corporation	DSSD	85/443172	10/10/2011	Registered
Mozy, Inc.	MOZY	87/488732	6/14/2017	Pending
Mozy, Inc.	MOZY	87/488791	6/14/2017	Pending