

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM491398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Credit)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		09/06/2018	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:	87954031		
Serial Number:	87954042	ALIENWARE	
Serial Number:	87943689	CLOUD EA	
Serial Number:	87943662	DELL EMC CLOUD EA	
Serial Number:	88021843	DELL EMC POWERSTREAM	
Serial Number:	87960820	POWERMAX BRICK	
Serial Number:	88059686	POWERSCALE	
Serial Number:	88021844	POWERSTREAM	
Serial Number:	87947883	POWERSWITCH	
Serial Number:	88016790	SMARTS	
Serial Number:	87927562	THINOS	
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) 251-5027		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		
Address Line 1:	2475 Hanover Street		

TRADEMARK

Address Line 4: Palo Alto, CALIFORNIA 94304	
ATTORNEY DOCKET NUMBER:	001909/0002
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	09/25/2018
Total Attachments: 4 source=Trademark Security Agreement Q2 2018 (credit) [EXECUTED]#page1.tif source=Trademark Security Agreement Q2 2018 (credit) [EXECUTED]#page2.tif source=Trademark Security Agreement Q2 2018 (credit) [EXECUTED]#page3.tif source=Trademark Security Agreement Q2 2018 (credit) [EXECUTED]#page4.tif	

TRADEMARK SECURITY AGREEMENT dated as of September 6, 2018 (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 the 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 Smith

Title: Authorized Signatory

By: 

Name: D. Andrew Maletta

Title: Authorized Signatory

SCHEDULE I

U.S. Trademark Applications

OWNER	TRADEMARK	APPLICATION NO	APPLICATION DATE	STATUS
Dell Inc.	Alien Head Design	87954031	6/8/18	Pending
Dell Inc.	ALIENWARE	87954042	6/8/18	Pending
Dell Inc.	CLOUD EA	87943689	5/31/18	Pending
Dell Inc.	DELL EMC CLOUD EA	87943662	5/31/18	Pending
Dell Inc.	DELL EMC POWERSTREAM	88021843	6/30/18	Pending
Dell Inc.	POWERMAX BRICK	87960820	6/13/18	Pending
Dell Inc.	POWERSCALE	88059686	7/31/18	Pending
Dell Inc.	POWERSTREAM	88021844	6/30/18	Pending
Dell Inc.	POWERSWITCH	87947883	6/4/18	Pending
Dell Inc.	SMARTS	88016790	6/27/18	Pending
Dell Inc.	THINOS	87927562	5/18/18	Pending