

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell, Inc.		09/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	7033 Louis Stephens Drive, PO Box 110047		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88368006	DELL EMC POWER ONE	
Serial Number:	88361238	DELL SAFEALERT	
Serial Number:	88361198	DELL SAFEDATA	
Serial Number:	88361204	DELL SAFEID	
Serial Number:	88361230	DELL SAFEIMAGE	
Serial Number:	88361186	DELL SAFESCREEN	
Serial Number:	88330107	GRAPHICS AMPLIFIER	
Serial Number:	88367999	POWER ONE	
Serial Number:	88361247	SAFEALERT	
Serial Number:	88361190	SAFEDATA	
Serial Number:	88361210	SAFEID	
Serial Number:	88361223	SAFEIMAGE	
Serial Number:	88361215	SAFESCREEN	
Serial Number:	88149704	SECURID	
Serial Number:	88153447	LET'S MAKE IT REAL	
Serial Number:	88149695	RSA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/17/2019

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT dated as of September 17, 2019 (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. The Grantors (other than the Borrowers) 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, 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 the 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

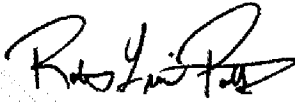
to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[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: Robert L. Potts

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: Emerson Almeida
Title: Authorized Signatory

SCHEDULE I

U.S. Trademark Applications

OWNER	MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Dell Inc.	DELL EMC POWER ONE	88368006	2-Apr-19		
Dell Inc.	DELL SAFEALERT	88361238	28-Mar-19		
Dell Inc.	DELL SAFEDATA	88361198	28-Mar-19		
Dell Inc.	DELL SAFEID	88361204	28-Mar-19		
Dell Inc.	DELL SAFEIMAGE	88361230	28-Mar-19		
Dell Inc.	DELL SAFESCREEN	88361186	28-Mar-19		
Dell Inc.	GRAPHICS AMPLIFIER	88330107	7-Mar-19		
Dell Inc.	POWER ONE	88367999	2-Apr-19		
Dell Inc.	SAFEALERT	88361247	28-Mar-19		
Dell Inc.	SAFEDATA	88361190	28-Mar-19		
Dell Inc.	SAFEID	88361210	28-Mar-19		
Dell Inc.	SAFEIMAGE	88361223	28-Mar-19		
Dell Inc.	SAFESCREEN	88361215	28-Mar-19		
Dell Inc.	SECUREID	88149704	10-Oct-18		
Dell Inc.	LET'S MAKE IT REAL	88153447	12-Oct-18		
Dell Inc.	RSA	88149695	10-Oct-18		

[Schedule I to Trademark Security Agreement]

U.S. Trademark Registrations

[Schedule I to Trademark Security Agreement]