

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell inc.		12/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	601 Travis Street		
Internal Address:	16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5892312		
Registration Number:	5886362	ALIENWARE	
Serial Number:	88604022	BOOMIVERSE	
Serial Number:	88553762	DELL EMC POWERFLEX	
Serial Number:	88553901	POWERFLEX	
Serial Number:	88549700	VXFLEX	
Serial Number:	88679898	THE NEXT HORIZON	
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:	6502515073		
Email:	jmull@stblaw.com		
Correspondent Name:	Corina McIntyre		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	001909/0002		
NAME OF SUBMITTER:	J. Jason Mull		

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SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/16/2019
Total Attachments: 4 source=Dell - Trademark Security Agreement_NY Mellon Trust Company_Q3 FY20 (Execution Version)#page1.tif source=Dell - Trademark Security Agreement_NY Mellon Trust Company_Q3 FY20 (Execution Version)#page2.tif source=Dell - Trademark Security Agreement_NY Mellon Trust Company_Q3 FY20 (Execution Version)#page3.tif source=Dell - Trademark Security Agreement_NY Mellon Trust Company_Q3 FY20 (Execution Version)#page4.tif	

TRADEMARK SECURITY AGREEMENT dated as of December 12, 2019 (this “Agreement”) by Dell Inc. (the “Grantor”) in favor of The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, the “Notes Collateral Agent”).

Reference is made to (a) the Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation (“Finco 1”, which, in connection with the Dell-EMC Merger, has merged with and into Dell International, with Dell International continuing as the surviving corporation and which, following the consummation of the Dell-EMC Merger, on or about the Business Day following the Effective Date, will merge with and into New Dell International LLC, a Delaware limited liability company (“New Dell International”), with New Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation (“Finco 2”, which, in connection with the Dell-EMC Merger, has merged with and into EMC, with EMC continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the “Holders”) of the Notes (as defined below) and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Indenture”) and (b) the Security Agreement dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantors are Affiliates of the Issuers, and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, willing to enter into 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 Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Security 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 Notes 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. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security 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

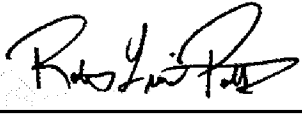
original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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 (Notes)]

SCHEDULE I

U.S. Trademark Applications

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Dell Inc.	BOOMIVERSE	88604022 9/4/2019	N/A
Dell Inc.	DELL EMC POWERFLEX	88553762 07/31/2019	N/A
Dell Inc.	POWERFLEX	88553901 07/31/2019	N/A
Dell Inc.	VXFLEX	88549700 07/30/2019	N/A
Dell Inc.	THE NEXT HORIZON	88679898 11/04/2019	N/A
Dell Inc.	[Design Only]	87981258 6/8/2018	5,892,312 10/22/2019
Dell Inc.	ALIENWARE	87981257 6/8/2018	5,886,362 10/15/2019

[Schedule I to Trademark Security Agreement]