# 88757606

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM595835 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** Release of Security Interest In Certain Trademarks Previously Recorded at Reel/Frame (6954/0546)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Agent		09/01/2020	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Dell Inc.
Street Address:	One Dell Way
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78682
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	88757606	ARCHER

## **CORRESPONDENCE DATA**

Fax Number: 2124552502

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.

Phone: 2124552333 Email: imull@stblaw.com **Correspondent Name: Bobbie Burrows** 

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	09/03/2020

### **Total Attachments: 4**

source=05 Dell Redstone Partial Release (RF 6954-0546) (Execution Version)#page1.tif source=05 Dell Redstone Partial Release (RF 6954-0546) (Execution Version)#page2.tif source=05 Dell Redstone Partial Release (RF 6954-0546) (Execution Version)#page3.tif source=05 Dell Redstone Partial Release (RF 6954-0546) (Execution Version)#page4.tif

**TRADEMARK** REEL: 007044 FRAME: 0593 900567804

### PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This PARTIAL RELEASE (this "<u>Release</u>"), dated as of September 1, 2020 (the "<u>Effective Date</u>"), is made by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent (the "<u>Agent</u>"), with respect to the grantor parties identified on the signature page hereto (each individually, a "<u>Grantor</u>," collectively the "<u>Grantors</u>").

WHEREAS, pursuant to the Indenture, dated as of March 20, 2019 (as amended and/or supplemented to the date hereof), among the Agent, the Grantor and certain other parties thereto (the "Indenture") and that certain Security Agreement, dated as of March 20, 2019 by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of June 3, 2020 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 5, 2020 at Reel 6954 and Frame 0546;

WHEREAS, Grantor has divested certain trademarks, as permitted under the Indenture.

WHEREAS, the Grantor no longer owns the Released Trademarks (as defined below) and the Agent wishes to release and restore all right, title and interest in and to the Released Trademarks to the Grantor and to terminate the encumbrance created by the Trademark Security Agreement and the Security Agreement in respect of the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement or the Security Agreement, as applicable.
- 2. <u>Partial Release</u>. The Agent, without recourse, representation or warranty of any kind, hereby disclaims, releases, discharges, terminates and cancels any security interest in and to the trademarks and applications set forth in Schedule 1 attached hereto (the "<u>Released Trademarks</u>" arising from the Security Agreement and the recordation of the Trademark Security Agreement and reassigns all right, title and interest it has in the Released Trademarks to the Grantor. For clarity, the Agent's security interest in all Trademark Collateral other than the Released Trademarks shall remain in full force and effect.
- 3. <u>Further Assurances</u>. Promptly upon request by the Grantor from time to time, the Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding on the Grantor's and the Agent's representatives, successors, assigns and transferees.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., not in its individual capacity but solely acting in its capacity as Agent for the Secured Parties

Digitally signed by William L. Wallace
Date: 2020.08.25 11:38:43 -05'00'

Name: William Wallace

Title: Vice President

[Signature Page to Partial Release of Security Interest in Specified Trademarks]

**GRANTOR:** 

DELL INC.

Name: Robert L. Potts

Title: Senior Vice President and Assistant Secretary

**REEL: 007044 FRAME: 0596** 

# Schedule 1

Trademark	Registration Number	Application Number
ARCHER	N/A	88757606

**RECORDED: 09/03/2020** 

TRADEMARK REEL: 007044 FRAME: 0597