

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest In Certain Trademarks Previously Recorded at Reel/Frame (5876/0898)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Notes Agent		04/27/2021	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: 4			
Property Type	Number	Word Mark	
Registration Number:	3734179	ATOMSPHERE	
Registration Number:	3461231	ATOM	
Registration Number:	3453159	BOOMI	
Registration Number:	3453160	BOOMI ON DEMAND	
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:	6502515157		
Email:	jmull@stblaw.com		
Correspondent Name:	Samuel Watters		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	001909/0025		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	04/29/2021		

CH \$115.00 3734179

Total Attachments: 5

source=(41151657)_ (1)_Dell - Brooklyn Trademark Corrective Notice R.F. 5876-0898 (Executed)#page1.tif

source=(41151657)_ (1)_Dell - Brooklyn Trademark Corrective Notice R.F. 5876-0898 (Executed)#page2.tif

source=(41151657)_ (1)_Dell - Brooklyn Trademark Corrective Notice R.F. 5876-0898 (Executed)#page3.tif

source=(41151657)_ (1)_Dell - Brooklyn Trademark Corrective Notice R.F. 5876-0898 (Executed)#page4.tif

source=(41151657)_ (1)_Dell - Brooklyn Trademark Corrective Notice R.F. 5876-0898 (Executed)#page5.tif

**CORRECTIVE NOTICE REGARDING SECURITY INTEREST IN SPECIFIED
TRADEMARKS**

This CORRECTIVE NOTICE REGARDING SECURITY INTEREST IN SPECIFIED TRADEMARKS (this "Corrective Notice"), dated as of April 27, 2021 (the "Effective Date"), is made by The Bank of New York Mellon Trust Company, N.A., in its capacity as Notes Collateral Agent (the "Agent"), with respect to the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to the Indenture, dated as of June 1, 2016 (as amended and/or supplemented to the date hereof), among the Agent, the Grantors and certain other parties thereto (the "Indenture") and that certain Security Agreement, dated as of September 7, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Notes Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of September 7, 2016 (the "Trademark Security Agreement"), 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 September 14, 2016, at Reel/Frame 5876/0898;

WHEREAS, the Released Trademarks (as defined below) were assigned from Grantor to Boomi Inc. prior to the date of the Indenture, Security Agreement and Trademark Security Agreement pursuant to a certain Trademark Assignment dated August 1, 2015, and recorded with the USPTO on August 5, 2015 at Reel/Frame 5594/0674, and therefore the Released Trademarks were inadvertently and incorrectly included on the schedule of Trademarks attached to the Trademark Security Agreement;

WHEREAS, in order to correct such error, the Grantor has requested that the Agent execute this Corrective Notice for the sake of clarity.

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

1. Defined Terms. 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. Release of Specified Collateral. The Agent, without representation, recourse or warranty of any kind, hereby disclaims, releases, discharges, terminates and cancels any security interest in and to the trademarks and trademark applications set forth in Schedule 1 attached hereto (the "Released Trademarks") arising from the recordation of the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademarks due to the recordation of the Trademark Security Agreement, the Agent, without representation, recourse or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Limitation. This Corrective Notice is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other

collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Corrective Notice.

4. Further Assurances. 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 such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Corrective Notice.

5. Governing Law. This Corrective Notice shall be governed exclusively under the laws of State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of this page intentionally left blank]

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

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., acting in its
capacity as Notes Collateral Agent**

By: William L. Wallace  Digitally signed by William L.
Wallace
Date: 2021.04.27 08:56:31 -05'00'

Name: William Wallace

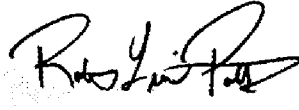
Title: Vice President

[Signature Page to Corrective Notice Regarding Security Interest in Specified Trademarks]

**TRADEMARK
REEL: 007274 FRAME: 0979**

GRANTOR:

DELL INC.

By 

Name: Robert L. Potts

Title: Senior Vice President and Assistant Secretary

[Signature Page to Corrective Notice Regarding Security Interest in Specified Trademarks]

TRADEMARK
REEL: 007274 FRAME: 0980

Schedule 1

Country	Trademark Serial Number	Trademark Registration Number	Grantor
United States	77755003	3734179	Dell Inc.
United States	77311749	3461231	Dell Inc.
United States	77311748	3453159	Dell Inc.
United States	77311751	3453160	Dell Inc.