# CH \$40.00 5326

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM657401

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Specified Trademark from Security Interest Previously Recorded at Reel/Frame (5997/0522)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent		06/30/2021	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: 1**

Property Type	Number	Word Mark
Registration Number:	5326964	PRAVEGA

## **CORRESPONDENCE DATA**

**Fax Number:** 6502515002

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: 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:	001909/0002
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/01/2021

#### **Total Attachments: 5**

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#### PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK

This PARTIAL RELEASE (this "Release"), dated as of June 30, 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 ("Grantor").

WHEREAS, pursuant to the Indenture, dated as of June 1, 2016 (as from time to time amended, restated, supplemented or otherwise modified), among the Agent, the Grantor and certain other parties thereto (the "Indenture") and that certain Security Agreement, dated as of September 7, 2016 by and among the Agent, the Grantor and certain other parties thereto (as amended, supplemented 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 February 27, 2017 (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 February 28, 2017 at Reel 5997 and Frame 0522;

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

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

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 trademark set forth in Schedule 1 attached hereto (the "<u>Released Trademark</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 Trademark to the Grantor. For clarity, the Agent's security interest in all Trademark Collateral other than the Released Trademark 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

William L. Digitally signed by William L. Wallace

Wallace Date: 2021.06.23 17:56:23 -05:00

Name: William Wallace Title: Vice President

# **GRANTOR**

**DELL INC.** 

By:

Name: Robert L. Potts

Title: Assistant Secretary and Senior Vice

President

# Schedule 1

Word Mark	Registration Number	Application Number
PRAVEGA	5,326,964	87/301,514

**RECORDED: 07/01/2021**