

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (7031/0488)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Notes Collateral Agent		03/29/2022	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: 3			
Property Type	Number	Word Mark	
Serial Number:	88924608		
Serial Number:	88924614	ALIENWARE	
Serial Number:	88945660	A3	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552333		
Email:	jmull@stblaw.com		
Correspondent Name:	Bobbie Burrows		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	085706/0586		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	04/15/2022		

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Total Attachments: 5

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**NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

This NOTICE OF TERMINATION AND RELEASE (this "Release"), dated as of March 29, 2022 (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 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, including Trademarks;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of August 17, 2020 (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 August 21, 2020 at Reel 7031 and Frame 0488;

WHEREAS, the security interest was terminated and released by the Agent on November 1, 2021, in accordance with the terms of the Indenture and the Security Agreement;

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

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.

Release. 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 Collateral, including the Trademarks set forth in Schedule 1 attached hereto (the "Released Trademarks") 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.

Further Assurances. 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.

Governing Law. 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:

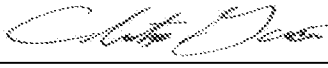
**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., not in its
individual capacity but solely acting in its
capacity as Agent for the Secured Parties**

By: William L. Wallace
Name: William Wallace
Title: Vice President


Digitally signed by William L. Wallace
Date: 2022.02.09 10:16:01 -06'00'

GRANTOR(s)

Dell Inc.

By: 
Name: Christopher Garcia
Title: Senior Vice President &
Assistant Secretary

Schedule I

Owner	Trademark	TM Logo	Country	Application No	Application Date
Dell Inc.	Alien Head Design		United States of America	88924608	May 20 2020
Dell Inc.	ALIENWARE		United States of America	88924614	May 20 2020
Dell Inc.	A3		United States of America	88945660	Jun 03 2020