

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303320

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (ABL) |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Dell Inc.   |  | 03/21/2014            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Bank of America, N.A., as Administrative Agent   |                       |                       |
| <b>Street Address:</b>  | 101 N. TRYON STREET                              |                       |                       |
| <b>Internal Address:</b>  | 5TH FLOOR  |                       |                       |
| <b>City:</b>  | CHARLOTTE  |                       |                       |
| <b>State/Country:</b>   | NORTH CAROLINA                                   |                       |                       |
| <b>Postal Code:</b>   | 28255-0001                                       |                       |                       |
| <b>Entity Type:</b>   | a national association: UNITED STATES            |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                    | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 86095664   | DELL IMAGE EXPRESS    |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 6502515002                                       |                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                       |
| <b>Phone:</b>   | 6502515047                                       |                       |                       |
| <b>Email:</b>   | jmull@stblaw.com                                 |                       |                       |
| <b>Correspondent Name:</b>  | Michelle Morad                                   |                       |                       |
| <b>Address Line 1:</b>  | 2475 Hanover Street                              |                       |                       |
| <b>Address Line 4:</b>  | Palo Alto, CALIFORNIA 94304                      |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 001909/0002                                      |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | J. Jason Mull                                    |                       |                       |
| <b>SIGNATURE:</b>   | /J. Jason Mull/                                  |                       |                       |
| <b>DATE SIGNED:</b>   | 05/01/2014                                       |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=Agreement - Dell Trademark Security (ABL) - 3-21-2014#page1.tif  |  |                       |                       |
| source=Agreement - Dell Trademark Security (ABL) - 3-21-2014#page2.tif  |  |                       |                       |
| source=Agreement - Dell Trademark Security (ABL) - 3-21-2014#page3.tif  |  |                       |                       |
| source=Agreement - Dell Trademark Security (ABL) - 3-21-2014#page4.tif  |  |                       |                       |

CH \$40.00 86095664

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of March 21, 2014 (this "Agreement"), among Dell Inc., a Delaware corporation ("Grantor") and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the ABL Credit Agreement dated as of October 29, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Denali Intermediate Inc., a Delaware corporation ("Holdings"), Dell Inc., a Delaware corporation (the "Company"), Dell International L.L.C., a Delaware limited liability company (the "U.S. Borrower"), Dell Canada Inc. (the "Canadian Borrower"), Dell Products, a company with unlimited liability incorporated in accordance with the laws of Ireland (the "Irish Borrower") the Lenders party thereto, Bank of America, N.A., as Administrative Agent and Bank of America, N.A. (London Branch), as Irish Facility Security Trustee and the various other parties thereto and (b) the Collateral Agreement dated as of October 29, 2013 (the "Collateral Agreement"), among Denali Intermediate Inc., Dell Inc., Dell International LLC, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral 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.

[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:

A handwritten signature in black ink, appearing to be "Stanley", written over a horizontal line.

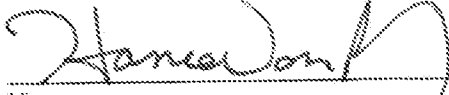
Name:

Title:

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK ABL SECURITY AGREEMENT]

TRADEMARK  
REEL: 005272 FRAME: 0356

BANK OF AMERICA, N.A., as Administrative Agent,

By: 

Name: **Hance VanBeber**  
Title: **Sr. Vice President**

[SIGNATURE PAGE TO SUPPLEMENT TO TRADEMARK ABL SECURITY AGREEMENT]

Schedule I

**U.S. Trademarks**

None.

**U.S. Trademark Applications**

| <b>Owner</b> | <b>Trademark</b>   | <b>Appl. No.</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Classes</b> | <b>Status</b> |
|--------------|--------------------|------------------|-----------------|------------------|----------------|---------------|
| Dell Inc.    | DELL IMAGE EXPRESS | 86/095,664       | N/A             |                  | 9              | Pending       |