

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
StatSoft, Inc.		08/27/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
Street Address:	61 Travis Street, 16th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4439369	DATA HEALTH CHECK
Registration Number:	4162661	DECISIONING PLATFORM
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE
Registration Number:	4005255	LIVE SCORE
Registration Number:	4213291	BETTER DECISIONING
Registration Number:	1966344	STATSOFT
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW
Registration Number:	4216860	PREDICTIVE CLAIMS FLOW
Registration Number:	4567439	PROCESS DATA EXPLORER
Registration Number:	4561641	PROCESS TREE VIEWER
Registration Number:	1942437	

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 703-610-6100

Email: boxip@hoganlovells.com

Correspondent Name: Valerie Brennan, Hogan Lovells US LLP

Address Line 1: 7930 Jones Branch Drive, 9th Floor

TRADEMARK

Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 36661.25

NAME OF SUBMITTER: Valerie Brennan

SIGNATURE: /vb/

DATE SIGNED: 08/28/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of August 27, 2014 (this “Agreement”), between StatSoft, Inc. (the “Grantor”) and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent.

Reference is made to (a) the Indenture dated as of October 7, 2013 among Denali Borrower LLC, a Delaware limited liability company (“Merger Sub 2,” which, in connection with the Acquisition, merged with and into Dell International L.L.C., a Delaware limited liability company (“Dell International”), with Dell International continuing as the surviving corporation), Denali Finance Corp., a Delaware corporation (the “Co-Issuer” and, together with Dell International, the “Issuers”), Denali Acquiror Inc., a Delaware corporation (“Merger Sub,” which, in connection with the Acquisition, merged with and into Dell Inc., a Delaware corporation (the “Company”), with the Company continuing as the surviving corporation), and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (the “Holders”) of the Notes and Notes Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Indenture”) and (b) the Security Agreement dated as of October 29, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Company, the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantor is an Affiliate of the Issuers, will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes, and therefore is willing to enter into this Agreement. 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 Security Agreement or the Indenture, as applicable. The rules of construction specified in Section 1.01(b) of the Security 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, the Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks registered or applied for in the United States, now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Trademark Collateral”).

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

SECTION 5. Governing Law. **This Agreement shall be construed in accordance with and governed by the law of the State of New York.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STATSOFT, INC., as Grantor

By: _____


Name: Janet B. Wright

Title: Vice President & Assistant Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Notes Collateral Agent

By: _____

Name:

Title:

[Trademark Security Agreement, StatSoft, Inc.]

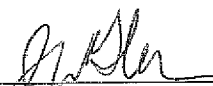
TRADEMARK
REEL: 005353 FRAME: 0163

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STATSOFT, INC., as Grantor

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Notes Collateral Agent

By:  _____
Name: Jonathan Glover
Title: Vice President

[Trademark Security Agreement, StatSoft, Inc.]

Schedule I

Registration No.	Title	Owner	Status
4439369	Data Health Check	StatSoft, Inc.	Registered
4162661	Decisioning Platform	StatSoft, Inc.	Registered
4271257	Electronic Statistics Textbook	StatSoft, Inc.	Registered
4268349	Making the World More Productive	StatSoft, Inc.	Registered
4005255	Live Score	StatSoft, Inc.	Registered
4213291	Better Decisioning	StatSoft, Inc.	Registered
1966344	StatSoft	StatSoft, Inc.	Registered
4149030	Predictive Claims Flow	StatSoft, Inc.	Registered
4216860	Predictive Claims Flow	StatSoft, Inc.	Registered
4567439	Process Data Explorer	StatSoft, Inc.	Registered
4561641	Process Tree Viewer	StatSoft, Inc.	Registered
1942437	**Design Only**	StatSoft, Inc.	Registered