

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dell Inc.		04/04/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	7033 Louis Stephens Drive		
<b>Internal Address:</b>	PO Box 110047		
<b>City:</b>	Research Triangle Park		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88229727	ALIENWARE AURORA	
<b>Serial Number:</b>	88267056	ECOLOOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	James.Murray@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	04/08/2019		
<b>Total Attachments: 6</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b>  Dell Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>DE</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>USA</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Credit Suisse AG, Cayman Islands Branch</u> Street Address: <u>7033 Louis Stephens Drive, PO Box 110047</u> City: <u>Research Triangle Park</u> State: <u>NC</u> Country: <u>USA</u> Zip: <u>27709</u> <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance/Execution Date(s) :</b> Execution Date(s) <u>April 4, 2019</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ Text _____ B. Trademark Registration No.(s) _____ See Schedule I <input checked="" type="checkbox"/> Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Elaine Carrera, Senior Paralegal</u> Internal Address: _____ Street Address: <u>c/o Cahill Gordon &amp; Reindel LLP</u> <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u> Phone Number: <u>(212) 701-3365</u> Docket Number: _____ Email Address: <u>ecarrera@cahill.com</u>	<b>6. Total number of applications and registrations involved:</b> <input type="text" value="2"/> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
<b>9. Signature:</b> <u>Elaine Carrera</u> Signature Elaine Carrera Name of Person Signing	<b>8. Payment Information:</b> Deposit Account Number _____ Authorized User Name _____ Total number of pages including cover sheet, attachments, and document: <input type="text" value="6"/>

Signature: Elaine Carrera Date: April 8, 2019  
Signature  
Elaine Carrera  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2019 (this “Agreement”), among DELL INC., a Delaware corporation (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Denali Intermediate Inc., a Delaware corporation (“Holdings”), the Grantor, Dell International L.L.C., a Delaware limited liability company (“Dell International” and a “Borrower”), EMC Corporation, a Massachusetts corporation (“EMC” and, together with Dell International, the “Borrowers”), the Lenders party thereto, JPMorgan Chase Bank, N.A., as Term Loan A/Revolver Administrative Agent and Credit Suisse AG, Cayman Islands Branch, as Term Loan B Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Grantor, the Borrowers, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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, the Grantor hereby grants to the 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 now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE  
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF  
NEW YORK.

[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., as Grantor

A handwritten signature in black ink, appearing to read "Janet M. Bawcom", written over a horizontal dotted line.

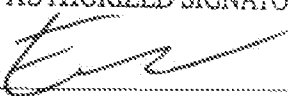
By:

Name: Janet M. Bawcom

Title: Senior Vice President and Assistant  
Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: JUDITH SMITH  
Title: AUTHORIZED SIGNATORY

By:   
Name: Emerson Almeida  
Title: Authorized Signatory

Schedule I

**Trademarks**

Owner	Trademark	Application Number	Application Date	Reg. Number	Reg. Date	Class	Status
Dell Inc.	ALIENWARE AURORA	88229727	Dec. 14, 2018			9	Pending
Dell Inc.	ECOLOOP	88267056	Jan. 18, 2019			9, 18	Pending