

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		10/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	601 Travis Street		
Internal Address:	16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5734129	DELL PRODEPLOY	
Registration Number:	5734130	DELL PRODEPLOY PLUS	
Serial Number:	88368006	DELL EMC POWER ONE	
Serial Number:	88361238	DELL SAFEALERT	
Serial Number:	88361198	DELL SAFEDATA	
Serial Number:	88361204	DELL SAFEID	
Serial Number:	88361230	DELL SAFEIMAGE	
Serial Number:	88361186	DELL SAFESCREEN	
Serial Number:	88330107	GRAPHICS AMPLIFIER	
Serial Number:	88367999	POWER ONE	
Serial Number:	88361247	SAFEALERT	
Serial Number:	88361190	SAFEDATA	
Serial Number:	88361210	SAFEID	
Serial Number:	88361223	SAFEIMAGE	
Serial Number:	88361215	SAFESCREEN	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6502515073
Email: jnull@stblaw.com
Correspondent Name: Corina McIntyre
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	001909/0002
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NAME OF SUBMITTER:	J. Jason Mull
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SIGNATURE:	/J. Jason Mull/
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DATE SIGNED:	10/15/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of October 10, 2019 (this “Agreement”) by Dell Inc. (the “Grantor”) in favor of The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, the “Notes Collateral Agent”).

Reference is made to (a) the Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation (“Finco 1”, which, in connection with the Dell-EMC Merger, has merged with and into Dell International, with Dell International continuing as the surviving corporation and which, following the consummation of the Dell-EMC Merger, on or about the Business Day following the Effective Date, will merge with and into New Dell International LLC, a Delaware limited liability company (“New Dell International”), with New Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation (“Finco 2”, which, in connection with the Dell-EMC Merger, has merged with and into EMC, with EMC 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 (as defined below) 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 September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantors are Affiliates of the Issuers, and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and each is, therefore, 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 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.

[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: 
Name: Robert L. Potts
Title: Senior Vice President and Assistant Secretary

[Signature page to Trademark Security Agreement (Notes)]

SCHEDULE I**U.S. Trademark Applications**

OWNER	MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Dell Inc.	DELL EMC POWER ONE	88368006	2-Apr-19		
Dell Inc.	DELL SAFEALERT	88361238	28-Mar-19		
Dell Inc.	DELL SAFEDATA	88361198	28-Mar-19		
Dell Inc.	DELL SAFEID	88361204	28-Mar-19		
Dell Inc.	DELL SAFEIMAGE	88361230	28-Mar-19		
Dell Inc.	DELL SAFESCREEN	88361186	28-Mar-19		
Dell Inc.	GRAPHICS AMPLIFIER	88330107	7-Mar-19		
Dell Inc.	POWER ONE	88367999	2-Apr-19		
Dell Inc.	SAFEALERT	88361247	28-Mar-19		
Dell Inc.	SAFEDATA	88361190	28-Mar-19		
Dell Inc.	SAFEID	88361210	28-Mar-19		
Dell Inc.	SAFEIMAGE	88361223	28-Mar-19		
Dell Inc.	SAFESCREEN	88361215	28-Mar-19		

U.S. Trademark Registrations

OWNER	MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Dell Inc.	DELL PRODEPLOY	86438524	29-Oct-14	5734129	23-Apr-19

[Schedule I to Trademark Security Agreement]

OWNER	MARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
Dell Inc.	DELL PRODEPLOY PLUS	86438532	29-Oct-14	5734130	23-Apr-19

[Schedule I to Trademark Security Agreement]