

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		08/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Notes 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: 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:	001909/0002		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	08/21/2020		
Total Attachments: 4			
source=Trademark Security Agreement - Q2 FY 2021 (2019 Indenture Execution Version)#page1.tif			

CH \$90.00 88924608

source=Trademark Security Agreement - Q2 FY 2021 (2019 Indenture Execution Version)#page2.tif
source=Trademark Security Agreement - Q2 FY 2021 (2019 Indenture Execution Version)#page3.tif
source=Trademark Security Agreement - Q2 FY 2021 (2019 Indenture Execution Version)#page4.tif

TRADEMARK SECURITY AGREEMENT dated as of August 17, 2020 (this “Agreement”), among Dell Inc. (the “Grantor”) and 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 March 20, 2019, among Dell International L.L.C., a Delaware limited liability company (“Dell International”), EMC Corporation, a Massachusetts corporation (“EMC” and, together with Dell International, the “Issuers”), the Guarantors and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of 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 March 20, 2019 (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 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. 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.

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 & Asst. Secretary

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

Digitally signed by William L.

William Wallace

Wallace

Date: 2020.08.14 14:06:23


-05'00'

By: _____

Name: William Wallace

Title: Vice President

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