

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		06/03/2020	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: 27			
Property Type	Number	Word Mark	
Serial Number:	88800073		
Serial Number:	88800078	ALIENWARE	
Serial Number:	88757606	ARCHER	
Serial Number:	88728280	COVET	
Serial Number:	88800093	DELL	
Serial Number:	88368006	DELL EMC POWER ONE	
Serial Number:	88553762	DELL EMC POWERFLEX	
Serial Number:	88800084	DELL	
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:	88830701	LET'S MAKE GO BEYOND REAL	
Serial Number:	88830705	LET'S MAKE IMPOSSIBLE REAL	
Serial Number:	88830695	LET'S MAKE UNBEATABLE REAL	
Serial Number:	88834598	PODFERENCE	

CH \$690.00 88800073

Property Type	Number	Word Mark
Serial Number:	88367999	POWER ONE
Serial Number:	88553901	POWERFLEX
Serial Number:	88361247	SAFEALERT
Serial Number:	88361190	SAFEDATA
Serial Number:	88361210	SAFEID
Serial Number:	88361223	SAFEIMAGE
Serial Number:	88361215	SAFESCREEN
Serial Number:	88679898	THE NEXT HORIZON
Serial Number:	88549700	VXFLEX

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 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:	06/05/2020

Total Attachments: 4

source=Dell Trademark Security Agreement 2019 Indenture Update (6.3.2020 Execution Version)#page1.tif

source=Dell Trademark Security Agreement 2019 Indenture Update (6.3.2020 Execution Version)#page2.tif

source=Dell Trademark Security Agreement 2019 Indenture Update (6.3.2020 Execution Version)#page3.tif

source=Dell Trademark Security Agreement 2019 Indenture Update (6.3.2020 Execution Version)#page4.tif

TRADEMARK SECURITY AGREEMENT dated as of June 3, 2020 (this “Agreement”), among Dell Inc., a Delaware Corporation (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”).

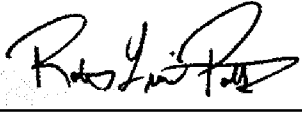
SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the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

[Signature Page to Trademark Security Agreement]

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

By: William Wallace Digitally signed by William L.
Wallace
Date: 2020.06.03 10:31:10 -05'00'

Name: William Wallace
Title: Vice-President

Schedule I

	Owner	Trademark	Application No.	Filing Date
1	Dell Inc.	Alien Head design	88800073	2/17/2020
2	Dell Inc.	ALIENWARE	88800078	2/17/2020
3	Dell Inc.	ARCHER	88757606	1/13/2020
4	Dell Inc.	COVET	88728280	12/16/2019
5	Dell Inc.	DELL	88800093	2/17/2020
6	Dell Inc.	DELL EMC POWER ONE	88368006	4/2/2019
7	Dell Inc.	DELL EMC POWERFLEX	88553762	7/31/2019
8	Dell Inc.	DELL logo w circle	88800084	2/17/2020
9	Dell Inc.	DELL SAFEALERT	88361238	3/28/2019
10	Dell Inc.	DELL SAFEDATA	88361198	3/28/2019
11	Dell Inc.	DELL SAFEID	88361204	3/28/2019
12	Dell Inc.	DELL SAFEIMAGE	88361230	3/28/2019
13	Dell Inc.	DELL SAFESCREEN	88361186	3/28/2019
14	Dell Inc.	GRAPHICS AMPLIFIER	88330107	3/7/2019
15	Dell Inc.	LET'S MAKE GO BEYOND REAL	88830701	3/11/2020
16	Dell Inc.	LET'S MAKE IMPOSSIBLE REAL	88830705	3/11/2020
17	Dell Inc.	LET'S MAKE UNBEATABLE REAL	88830695	3/11/2020
18	Dell Inc.	PODFERENCE	88834598	3/14/2020
19	Dell Inc.	POWER ONE	88367999	4/2/2019
20	Dell Inc.	POWERFLEX	88553901	7/31/2019
21	Dell Inc.	SAFEALERT	88361247	3/28/2019
22	Dell Inc.	SAFEDATA	88361190	3/28/2019
23	Dell Inc.	SAFEID	88361210	3/28/2019
24	Dell Inc.	SAFEIMAGE	88361223	3/28/2019
25	Dell Inc.	SAFESCREEN	88361215	3/28/2019
26	Dell Inc.	THE NEXT HORIZON	88679898	11/4/2019
27	Dell Inc.	VXFLEX	88549700	7/30/2019