

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest In Certain Trademarks Previously Recorded at Reel/Frame (6920/0898)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A., as Agent		09/01/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Dell Inc.
Street Address:	One Dell Way
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78682
Entity Type:	Corporation: DELAWARE
Name:	EMC Corporation
Street Address:	176 South Street
City:	HOPKINTON
State/Country:	MASSACHUSETTS
Postal Code:	01748
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2561120	SMART RULES
Registration Number:	1429087	SECURID
Registration Number:	1778802	SECURID
Registration Number:	1911168	RC4
Registration Number:	1914609	RC2
Registration Number:	2335885	RSA
Registration Number:	2345277	RSA
Registration Number:	2384867	RC5
Registration Number:	2464394	RSA
Registration Number:	2507742	RSA
Registration Number:	2594941	RSA SECURED

CH \$490.00 2561120

Property Type	Number	Word Mark
Registration Number:	2674324	NETWITNESS
Registration Number:	3325062	ENVISION
Registration Number:	4070748	RSA
Registration Number:	4070749	RSA
Registration Number:	4140981	ARCHER
Registration Number:	5768047	RSA
Registration Number:	5871464	SECURID
Serial Number:	88757606	ARCHER

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: jnull@stblaw.com
Correspondent Name: Bobbie Burrows
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001909/0025
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	09/03/2020

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This PARTIAL RELEASE (this “Release”), dated as of September 1, 2020 (the “Effective Date”), is made by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent (the “Agent”), with respect to the grantor parties identified on the signature page hereto (each individually, a “Grantor,” collectively the “Grantors”).

WHEREAS, pursuant to the Indenture, dated as of April 9, 2020 (as amended and/or supplemented to the date hereof), among the Agent, the Grantor and certain other parties thereto (the “Indenture”) and that certain Security Agreement, dated as of April 9, 2020 by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 9, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 22, 2020 at Reel 6920 and Frame 0898;

WHEREAS, Grantor has divested certain trademarks, as permitted under the Indenture.

WHEREAS, the Grantor no longer owns the Released Trademarks (as defined below) and the Agent wishes to release and restore all right, title and interest in and to the Released Trademarks to the Grantor and to terminate the encumbrance created by the Trademark Security Agreement and the Security Agreement in respect of the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement or the Security Agreement, as applicable.
2. Partial Release. The Agent, without recourse, representation or warranty of any kind, hereby disclaims, releases, discharges, terminates and cancels any security interest in and to the trademarks and applications set forth in Schedule 1 attached hereto (the “Released Trademarks” arising from the Security Agreement and the recordation of the Trademark Security Agreement and reassigns all right, title and interest it has in the Released Trademarks to the Grantor. For clarity, the Agent’s security interest in all Trademark Collateral other than the Released Trademarks shall remain in full force and effect.
3. Further Assurances. Promptly upon request by the Grantor from time to time, the Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding on the Grantor’s and the Agent’s representatives, successors, assigns and transferees.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., not in its
individual capacity but solely acting in its
capacity as Agent for the Secured Parties**

By: William Wallace Digitally signed by William L.
Wallace
Date: 2020.08.25 11:37:43 -05'00'

Name: William Wallace

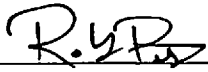
Title: Vice President

[Signature Page to Partial Release of Security Interest in Specified Trademarks]

**TRADEMARK
REEL: 007044 FRAME: 0574**

GRANTOR:

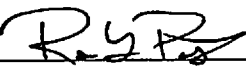
DELL INC.

By: 

Name: Robert L. Potts

Title: Senior Vice President and Assistant Secretary

EMC CORPORATION

By: 

Name: Robert L. Potts

Title: Senior Vice President and Assistant Secretary

Schedule 1

Trademark	Registration Number	Application Number
SMART RULES	2,561,120	76006114
SECURID	1,429,087	73606553
SECURID	1,778,802	74330353
RC4	1,911,168	74463805
RC2	1,914,609	74463806
RSA	2,335,885	75703025
RSA	2,345,277	75697272
RC5	2,384,867	75616646
RSA	2,464,394	75697271
RSA	2,507,742	75753570
RSA SECURED	2,594,941	75797804
NETWITNESS	2,674,324	76313255
ENVISION	3,325,062	76379056
RSA	4,070,748	85322184
RSA	4,070,749	85322231
ARCHER	4,140,981	85122192
RSA	5,768,047	88149695
SECURID	5,871,464	88149704
ARCHER	N/A	88757606