

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608534

<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.		11/12/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch		
<b>Street Address:</b>	7033 Louis Stephens Drive, 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: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90269057	ALIENWARE GALAXY WEAVE	
<b>Serial Number:</b>	90108396	CIO TODAY	
<b>Serial Number:</b>	90104107	DELL	
<b>Serial Number:</b>	90171175	DELL EMC OBJECTSCALE	
<b>Serial Number:</b>	90266503	DELL TECHNOLOGIES APEX	
<b>Serial Number:</b>	90171713	GALAXY WEAVE	
<b>Serial Number:</b>	90171196	OBJECTSCALE	
<b>Serial Number:</b>	88977181	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>	Jade.Tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	4400 Easton Commons Way		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		

OP \$215.00 90269057

<b>DATE SIGNED:</b>	11/13/2020
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**Total Attachments: 6**

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- source=Dell - Trademark Security Agreement Q3 FY 2021#page4.tif
- source=Dell - Trademark Security Agreement Q3 FY 2021#page5.tif
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TRADEMARK SECURITY AGREEMENT dated as of November 12, 2020 (this "Agreement"), among DELL INC. (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"), DELL INC., a Delaware corporation (the "Company"), DELL INTERNATIONAL L.L.C., a Delaware limited liability company ("Dell International" and a "Borrower"), NEW DELL INTERNATIONAL LLC, UNIVERSAL ACQUISITION CO., a Delaware corporation (a "Borrower" and together with Dell International, the "Borrowers", which on the Effective Date shall be merged with and into EMC Corporation, a Massachusetts corporation (the "Target"), with EMC Corporation surviving such merger, 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 the Company, 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 Grantors (other than the Borrowers) are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are 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 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. 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.,


By: \_\_\_\_\_

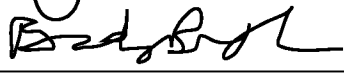
Name: Robert L. Potts

Title: Senior Vice President & Assistant Secretary

[Signature Page to Trademark Security Agreement – 2016 Credit Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

By:   
Name: Judith E. Smith  
Title: Authorized Signatory

By:   
Name: Brady Bingham  
Title: Authorized Signatory

Schedule I

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Application Date</b>
<b>Dell Inc.</b>	ALIENWARE GALAXY WEAVE	90269057	Oct 21 2020
<b>Dell Inc.</b>	CIO TODAY	90108396	Aug 12 2020
<b>Dell Inc.</b>	DELL	90104107	Aug 10 2020
<b>Dell Inc.</b>	DELL EMC OBJECTSCALE	90171175	Sep 10 2020
<b>Dell Inc.</b>	DELL TECHNOLOGIES APEX	90266503	Oct 20 2020
<b>Dell Inc.</b>	GALAXY WEAVE	90171713	Sep 10 2020
<b>Dell Inc.</b>	OBJECTSCALE	90171196	Sep 10 2020
<b>Dell Inc.</b>	ECOLOOP	88977181	Jan 18 2019