

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment by removing the incorrect Patent No. 6,751,984, and listing instead the correct Patent No. 6,751,794. Assignment previously recorded on Reel 021701 Frame 0262. Assignor(s) hereby confirms the Certificate of Merger.
CONVEYING PARTY DATA	
Name	Execution Date
Everdream Corporation	12/21/2007
RECEIVING PARTY DATA	
Name:	Dell Marketing USA, L.P.
Street Address:	Dell Federal Systems, One Dell Way
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78682
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6751794
CORRESPONDENCE DATA	
Fax Number:	(512)345-7225
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5123389100
Email:	npasarya@hamiltontertile.com
Correspondent Name:	Hamilton & Terrile, LLP
Address Line 1:	8911 N. Capital of Texas Highway
Address Line 2:	Westech Center Suite 3150
Address Line 4:	Austin, TEXAS 78759
ATTORNEY DOCKET NUMBER:	2087.003US1
NAME OF SUBMITTER:	Robert W. Holland
Total Attachments: 10 source=Everdream_CertificateofMerger#page1.tif	

OP \$40.00 6751794

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RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 2087.003US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Name: Everdream Corporation

Street Address: 6591 Dumbarton Circle

City: Fremont State: CA Zip: 94555

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 21, 2007

2. Name and address of receiving party(ies):

Name: Dell Marketing USA, L.P.

Street Address: Dell Federal Systems, One Dell Way

City: Round Rock State: TX Zip: 78682

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

See Appendix A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Garth Vivier

Address:

Schwegman, Lundberg & Woessner, P.A.
P.O. Box 2938
Minneapolis, MN 55402-0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$760.00

☐ Enclosed☒ Authorized to be charged to deposit account
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

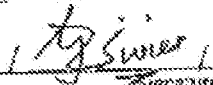
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Garth Vivier/Reg. No. 57,313

Name of Person Signing



10.20.2008

Date

Total number of pages including cover sheet: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

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Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

EVERDREAM CORPORATION
Foreign For-Profit Corporation
Delaware, USA
[File Number: 800731791]

Into

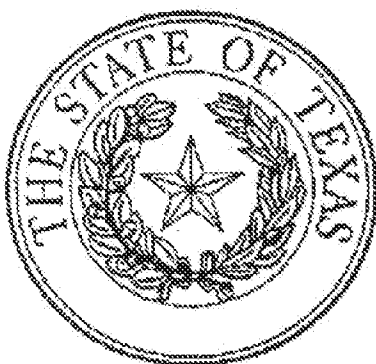
Dell Marketing USA L.P.
Domestic Limited Partnership (LP)
[File Number: 800354911]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 12/21/2007

Effective: 12/21/2007



A handwritten signature of Phil Wilson in dark ink.

Phil Wilson
Secretary of State

Phone: (512) 463-5555
Prepared by: Liss Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TDD: 10343

Dial: 7-1-1 for Relay Services
Document: 127499370002

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CERTIFICATE OF MERGER

OF

EVERDREAM CORPORATION
(a Delaware corporation)

WITH AND INTO

DELL MARKETING USA L.P.
(a Texas limited partnership)

December 21, 2007

FILED
In the Office of the
Secretary of State of Texas
DEC 21 2007

Corporations Section

Pursuant to the provisions of the Texas Revised Limited Partnership Act and the Delaware General Corporation Law, the undersigned adopts the following Certificate of Merger:

1. An Agreement and Plan of Merger dated effective as of December 20, 2007 (the "Plan of Merger") by and between Everdream Corporation, a Delaware corporation, and Dell Marketing USA L.P., a Texas limited partnership, has been adopted in accordance with the provisions of Article 263 of the Delaware General Corporation Law and Article 6132a, Section 2.11 of the Texas Revised Limited Partnership Act providing for the merger of Everdream Corporation with and into Dell Marketing USA L.P., with Dell Marketing USA L.P. being the surviving entity. The Plan of Merger is attached hereto as Exhibit A.
2. The names of the entities participating in the merger and the states under the laws of which they are organized are as follows:

<u>Name of Entity</u>	<u>Entity Type</u>	<u>State</u>
Everdream Corporation	Corporation	Delaware
Dell Marketing USA L.P.	Limited Partnership	Texas
3. As to each entity that is a party to the Plan of Merger, the Plan of Merger was authorized by all action required by the laws under which it was formed or organized and by its constituent documents.
4. Dell Marketing USA L.P., the surviving entity, will be responsible for the payment of all fees and franchise taxes of the merged entities and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

[SIGNATURE PAGE FOLLOWS]

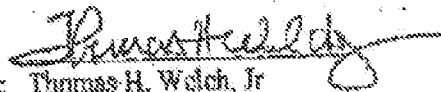
IN WITNESS WHEREOF, this Certificate has been duly executed as of the date first written above.

SURVIVING ENTITY:

DELL MARKETING USA L.P.
a Texas limited partnership

By: Dell Marketing USA GP L.L.C.
its general partner

By: Dell Marketing Corporation
its sole member

By: 
Name: Thomas H. Welch, Jr.
Title: Vice President and Assistant Secretary

NON-SURVIVING ENTITY:

EVERDREAM CORPORATION
a Delaware corporation

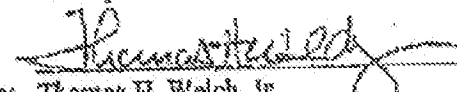
By: 
Name: Thomas H. Welch, Jr.
Title: Vice President and Assistant Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

BETWEEN

EVERDREAM CORPORATION

AND

DELL MARKETING USA L.P.

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement and Plan of Merger") is entered into as of December 20, 2007 (the "Effective Date"), by Everdream Corporation, a Delaware corporation (the "Non-Surviving Entity"), and Dell Marketing USA L.P., a Texas limited partnership ("Dell Marketing" and sometimes referred to herein as the "Surviving Limited Partnership").

WITNESSETH

WHEREAS, the Non-Surviving Entity is a corporation duly organized and validly existing under the laws of the State of Delaware;

WHEREAS, Dell Marketing is a limited partnership duly organized and validly existing under the laws of the State of Texas;

WHEREAS, Dell International Incorporated, a Delaware corporation ("DI"), owns all of the issued and outstanding capital stock of the Non-Surviving Entity and indirectly owns all of the interests of Dell Marketing;

WHEREAS, Dell Marketing USA LP L.L.C., a Delaware limited liability company, owns a 99% limited partner interest of Dell Marketing and Dell Marketing USA GP L.L.C., a Delaware limited liability company, owns a 1% general partner interest of Dell Marketing; and

WHEREAS, the board of directors of the Non-Surviving Entity and DI, as the sole stockholder of the Non-Surviving Entity, and Dell Marketing USA GP L.L.C. and Dell Marketing USA LP L.L.C., as the partners of Dell Marketing, have duly approved and adopted this Agreement and Plan of Merger providing for the merger of the Non-Surviving Entity with and into Dell Marketing with Dell Marketing surviving as the Surviving Limited Partnership as authorized by the laws of the States of Delaware and Texas (the "Merger").

NOW, THEREFORE, based on the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the Merger, the parties hereto have agreed and do hereby agree as follows:

1. The Non-Surviving Entity and Dell Marketing shall, pursuant to the applicable provisions of the Delaware General Corporation Law and the provisions of the Texas Revised Limited Partnership Act, be merged with and into a single limited partnership, to wit, the Surviving Limited Partnership, upon the Effective Date, which Surviving Limited Partnership shall continue to exist under its present name pursuant to the provisions of the

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laws of Texas. The separate existence of the Non-Surviving Entity shall cease on the Effective Date in accordance with the applicable provisions of the Delaware General Corporation Law.

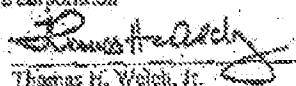
2. On the Effective Date, the Surviving Limited Partnership shall: (a) assume all of the liabilities and obligations of the Non-Surviving Entity; (b) acquire all of the rights, privileges, immunities, powers and purposes of the Non-Surviving Entity; and (c) acquire all of the property of the Non-Surviving Entity, real and personal, without further act or deed.
3. The effective date of the Merger shall be the Effective Date.
4. The Certificate of Limited Partnership of Dell Marketing shall continue in full force and effect as the Certificate of Limited Partnership of the Surviving Limited Partnership until amended in the manner prescribed by the provisions of the laws of Texas.
5. The Limited Partnership Agreement of Dell Marketing shall be the Limited Partnership Agreement of the Surviving Limited Partnership and shall continue in full force and effect until changed, altered, or amended as provided in such Limited Partnership Agreement and in the manner prescribed by the provisions of the laws of Texas.
6. Dell directly or indirectly owns all of the interests of the Non-Surviving Entity and the Surviving Limited Partnership. Accordingly, none of the issued and outstanding capital stock of the Non-Surviving Entity shall be converted into interests of the Surviving Limited Partnership. On the Effective Date, (a) by virtue of the Merger and without any further action on the part of the Non-Surviving Entity, its board of directors or its stockholders, all of the capital stock of the Non-Surviving Entity immediately prior to the Effective Date of the Merger shall be automatically called and extinguished and cease to exist, and (b) Dell Marketing USA LP L.L.C. shall continue to own a 99% limited partner interest of the Surviving Limited Partnership and Dell Marketing USA GP L.L.C. shall continue to own a 1% general partner interest of the Surviving Limited Partnership.
7. This Agreement and Plan of Merger has been approved by the Board of Directors and the sole stockholder of the Non-Surviving Entity and the partners of Dell Marketing in the manner prescribed by the laws of their respective jurisdictions of organization and constituent documents.
8. The Non-Surviving Entity and Dell Marketing hereby stipulate that they shall cause the appropriate officers, directors, stockholders and partners to execute, file and record any document or documents prescribed by the laws of the State of Delaware and the State of Texas, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.
9. The proper officers, directors and partners of the Non-Surviving Entity and Dell Marketing, respectively, are each hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper, or

convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the Merger herein provided for.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day and year first above written.

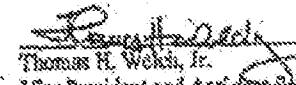
EVERDREAM CORPORATION
a Delaware corporation

By: 
Name: Thomas H. Welch, Jr.
Title: Vice President and Assistant Secretary

DELL MARKETING USA L.P.
a Texas limited partnership

By: Dell Marketing USA GP LLC
its general partner

By: Dell Marketing Corporation
its sole member

By: 
Name: Thomas H. Welch, Jr.
Title: Vice President and Assistant Secretary

SIGNATURE PAGE TO
AGREEMENT AND PLAN OF MERGER

APPENDIX A

6,751,794
RWH

FILE NUMBER	SERIAL NUMBER	FILING DATE	PATENT NUMBER
2087.003US1	09/580,931	05/25/2000	6,751,984
2087.003US2	10/869,591	06/15/2004	7,171,660
2087.003US3	11/111,292	04/20/2005	
2087.003US4	11/801,076	05/07/2007	
2087.006US1	09/418,697	10/15/1999	6,281,894
2087.007US1	09/418,699	01/15/1999	6,301,666
2087.008US1	09/545,286	04/07/2000	6,941,470
2087.008US2	11/106,832	04/15/2005	
2087.008US3	11/106,951	04/15/2005	
2087.008US4	11/107,018	04/15/2005	7,444,671
2087.008US5	11/106,942	04/15/2005	
2087.012US1	09/954,397	09/12/2001	7,349,905
2087.012US2	11/970,970	01/08/2008	
2087.013US1	09/653,828	09/01/2000	6,618,706
2087.017US1	10/125,047	04/17/2002	7,430,590
2087.017US2	12/193,272	08/18/2008	
2087.020US1	10/306,049	11/26/2002	
2087.021US1	10/371,319	02/20/2003	
2087.024US1	10/305,698	11/26/2002	

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