

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3312048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BANK OF AMERICA, N.A.	04/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DELL MARKETING L.P.
<b>Street Address:</b>	ONE DELL WAY
<b>City:</b>	ROUND ROCK
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78682
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8554843
Patent Number:	7623848
Patent Number:	7426652
Patent Number:	7600146
Patent Number:	7231403
Application Number:	14017984
Application Number:	13747462
Application Number:	13690495
Application Number:	13690526
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	marina.kelly@thomsonreuters.com
<b>Correspondent Name:</b>	ELAINE CARRERA, LEGAL ASSISTANT
<b>Address Line 1:</b>	80 PINE STREET
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDEL LLP
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA, LEGAL ASSISTANT
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/

<b>DATE SIGNED:</b>	04/15/2015
<b>Total Attachments: 6</b> source=Dell ABL - IP Release (Patents) (Executed)#page1.tif source=Dell ABL - IP Release (Patents) (Executed)#page2.tif source=Dell ABL - IP Release (Patents) (Executed)#page3.tif source=Dell ABL - IP Release (Patents) (Executed)#page4.tif source=Dell ABL - IP Release (Patents) (Executed)#page5.tif source=Dell ABL - IP Release (Patents) (Executed)#page6.tif	

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Bank of America, N.A.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) April 15, 2015

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Release of Security Interest

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

Name: Dell Marketing L.P.

Internal Address: \_\_\_\_\_

Street Address: One Dell Way

City: Round Rock

State: TX

Country: USA Zip: 78682

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 9**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

April 15, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

RELEASE OF SECURITY INTEREST IN SPECIFIED PATENTS

This RELEASE OF SECURITY INTEREST IN SPECIFIED PATENTS (this “**Release**”), dated as of April 15, 2015 (the “**Effective Date**”), is made by Bank of America, N.A., a national banking association, in its capacity as Administrative Agent (the “**Agent**”), in favor of the grantor party identified on the signature pages hereto (the “**Grantor**”).

WHEREAS, pursuant to that certain Collateral Agreement, dated as of October 29, 2013, 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 “**Collateral Agreement**”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Patent Security Agreement, dated as of October 29, 2013 (the “**Patent Security Agreement**”), which has been recorded on January 2, 2014 with the United States Patent and Trademark Office at reel/frame 031898/0001; and

WHEREAS, the Grantor certifies that the patents and patent applications set forth on Schedule A attached hereto (the “**Specified Patents**”) have been sold pursuant to, and as permitted by, the terms and conditions set forth in the Collateral Agreement and other agreements referenced therein, and the Grantor requests the Agent to release its security interest in such Specified Patents;

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 Collateral Agreement or the Patent Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest arising under the Collateral Agreement and the Patent Security Agreement in and to the Specified Patents. If and to the extent that the Agent has acquired any right, title or interest in and to the Specified Patents under the Patent Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor or its successors or assigns. This Release is applicable only and solely with respect to the Specified Patents and to no other collateral arising under the Collateral Agreement or the Patent Security Agreement (the “**Retained Collateral**”). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Collateral Agreement and the Patent Security Agreement with respect to all such Retained Collateral, and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted, or otherwise modified in any respect by this Release.

3. Further Assurances. 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 exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

**[Signature Pages Follow]**

[Signature Page to ABL IP Release (Patent)]

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

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Hance VanBeber  
Title: Sr. Vice President

[Signature Page to ABL IP Release (Patent)]

Acknowledged and Agreed:

DELL MARKETING L.P.,  
as Grantor

By: 

Name: Janet B. Wright

Title: Vice President

[Signature Page to ABL IP Release (Patent)]

**SCHEDULE A****PATENTS**

<b>App Title</b>	<b>Owner</b>	<b>Status</b>	<b>Filed Date</b>	<b>App No.</b>	<b>Grant Date</b>	<b>Patent No.</b>
Method and System for Processing Email During an Unplanned Outage	Dell Marketing L.P.	Granted	9/5/03	10/655656	10/8/13	8554843
Method and system for providing backup messages to wireless devices during outages	Dell Marketing L.P.	Granted	3/22/04	10/805907	11/24/09	7623848
System and method for application monitoring and automatic disaster recovery for high-availability	Dell Marketing L.P.	Granted	9/9/03	10/657561	9/16/08	7426652
System and method for application monitoring and automatic disaster recovery for high-availability	Dell Marketing L.P.	Granted	4/3/07	11/696001	10/6/09	7600146
System and method for transformation and analysis of messaging data	Dell Marketing L.P.	Granted	11/15/02	10/295427	6/12/07	7231403
Method and System for Processing Email During an Unplanned Outage	Dell Marketing L.P.	Published	9/4/13	14/017984		
System and Method for Optimizing Resource Utilization in a Clustered or Cloud Environment	Dell Marketing L.P.	Published	1/22/13	13/747,462		
System and method for controlled sharing of consumable resources in a computer cluster	Dell Marketing L.P.	Published	11/30/12	13/690,495		
System and method for controlled sharing of consumable resources in a computer cluster	Dell Marketing L.P.	Published	11/30/12	13/690,526		