

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5553308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RSA SECURITY LLC	03/20/2019
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	601 TRAVIS STREET, 16TH FLOOR
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8515070
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/04/2019
Total Attachments: 6	
source=58. Dell (2019) - New Guarantors - Patent Security Agreement#page1.tif	
source=58. Dell (2019) - New Guarantors - Patent Security Agreement#page2.tif	
source=58. Dell (2019) - New Guarantors - Patent Security Agreement#page3.tif	
source=58. Dell (2019) - New Guarantors - Patent Security Agreement#page4.tif	
source=58. Dell (2019) - New Guarantors - Patent Security Agreement#page5.tif	
source=58. Dell (2019) - New Guarantors - Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT dated as of March 20, 2019 (this “Agreement”) among RSA Security LLC (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 base indenture, dated as of June 1, 2016, governing the Issuers’ \$3,750,000,000 aggregate principal amount of 3.480% First Lien Notes due 2019, \$4,500,000,000 aggregate principal amount of 4.420% First Lien Notes due 2021, \$3,750,000,000 aggregate principal amount of 5.450% First Lien Notes due 2023, \$4,500,000,000 aggregate principal amount of 6.020% First Lien Notes due 2026, \$1,500,000,000 aggregate principal amount of 8.100% First Lien Notes due 2036 and \$2,000,000,000 aggregate principal amount of 8.350% First Lien Notes due 2046 (collectively, the “Notes”), as supplemented by one or more supplemental indentures by and among the Issuers, the other guarantors named therein and The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee on behalf of the holders (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 September 7, 2016, as supplemented by Supplement No. 1, dated May 23, 2017 among QTZ L.L.C., Dell Global Holdings XIII L.L.C. and the Notes Collateral Agent (as further amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Issuers, the other grantors party thereto and the Notes Collateral Agent. The Grantor is an Affiliate of Dell International and EMC, and will derive substantial benefits from the execution, delivery and performance of the obligations under the Indenture and the Notes and 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 the Grantor’s right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I (the “Patent 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 Patent 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.

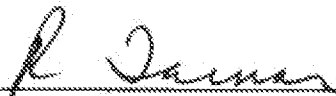
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

RSA SECURITY LLC

By: 
Name: Janet M. Bawcom
Title: Assistant Secretary

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

By: 
Name: R. Tarnas
Title: Vice President

Schedule I

Patents and Patent Applications

Title	Reg. #	Appl. #	Publ. #	Status	Owner
Access control for implanted medical devices	8,515,070	12/251,036	20090125084	Current	RSA Security LLC