

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/01/2015	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Boomi, Inc.		
Street Address:	One Dell Way		
City:	Round Rock		
State/Country:	TEXAS		
Postal Code:	78682		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3461231	ATOM	
Registration Number:	3734179	ATOMSPHERE	
Registration Number:	3453159	BOOMI	
Registration Number:	3453160	BOOMI ON DEMAND	
Registration Number:	3670751	CONNECT ONCE - INTEGRATE EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden - Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036661.000032		
NAME OF SUBMITTER:	Timothy J. Lyden		
SIGNATURE:	/Timothy J. Lyden/		
DATE SIGNED:	08/05/2015		

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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “**Release**”), dated as of August 1, 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, Dell Inc., a Delaware corporation (“**Dell**”) and certain other parties thereto (as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), the Grantor and Dell granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, Dell executed and delivered a Trademark Security Agreement, dated as of October 29, 2013 (the “**Trademark Security Agreement**”), which was recorded with the United States Patent and Trademark Office on November 5, 2013 at Reel/Frame 5146/0625;

WHEREAS, effective August 1, 2015, Dell assigned, transferred and delivered to the Grantor its entire right, title and interest in and to certain collateral subject to the Trademark Security Agreement (the “**Assignment**”); and

WHEREAS, the Grantor certifies that, following the Assignment, it was designated as an Unrestricted Subsidiary pursuant to, and as permitted by, the terms and conditions set forth in that certain ABL Credit Agreement, dated as of October 29, 2013, as amended, restated, supplemented or otherwise modified, among Dell, Denali Intermediate Inc., a Delaware corporation, Dell International L.L.C., a Delaware limited liability company, Dell Canada Inc., a Canadian corporation, Dell Products, a company with unlimited liability incorporated in accordance with the laws of Ireland, the lenders party thereto, the Agent and the various other parties thereto, and other agreements referenced therein, and in connection therewith all security interests granted by such Grantor pursuant to the Collateral Agreement and the Trademark Security Agreement have been automatically released, and the Grantor now requests that the Agent confirm such release of the security interest in, to and under the trademarks and trademark applications set forth on Schedule A attached hereto (the “**Specified Trademarks**”) for the purposes of recording such release with the United States Patent and Trademark Office;

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 Trademark Security Agreement, as applicable.
2. Release. The Agent, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest arising under the Collateral Agreement and the Trademark Security Agreement in, to and under the Specified Trademarks. If and to the extent that the Agent has acquired any right, title or interest in, to and under the Specified Trademarks under the Trademark Security Agreement, the Agent, without recourse, 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 Trademarks and to no other collateral arising under the Collateral Agreement or the Trademark 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 Trademark 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.

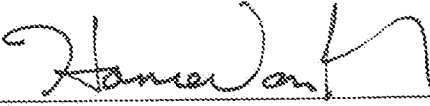
3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably 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]

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**

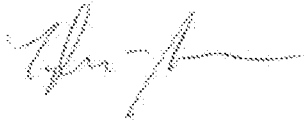
By: 
Name: **Hance VanBeber**
Title: **Sr. Vice President**

[Signature Page to ABL IP Release (Trademark)]

**TRADEMARK
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Acknowledged and Agreed:

**BOOMI, INC.,
as Grantor**

A handwritten signature in black ink, appearing to read 'Tyler W. Johnson II', with a long horizontal flourish extending to the right.

By:

Name: Tyler W. Johnson II

Title: Vice President & Treasurer

[Signature Page to ABL IP Release (Trademark)]

**TRADEMARK
REEL: 005594 FRAME: 0685**

SCHEDULE A
TRADEMARKS

Mark	Reg. No.	Reg. Date	App Date	App No.	Country	Current Owner	Status
ATOM	3461231	8 Jul 2008	24 Oct 2007	77311749	USA	Dell Inc.	Registered
ATOMSPHERE	3734179	5 Jan 2010	9 Jun 2009	77755003	USA	Dell Inc.	Registered
BOOMI	3453159	24 Jun 2008	24 Oct 2007	77311748	USA	Dell Inc.	Registered
BOOMI ON DEMAND	3453160	24 Jun 2008	24 Oct 2007	77311751	USA	Dell Inc.	Registered
CONNECT ONCE - INTEGRATE EVERYWHERE	3670751	18 Aug 2009	9 Sep 2008	77565566	USA	Dell Inc.	Registered