

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Reel 5415 Frame 0650 TL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		09/07/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Dell Inc.		
Street Address:	One Dell Way		
City:	Round Rock		
State/Country:	TEXAS		
Postal Code:	78682		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86325415	ALIENWARE	
Serial Number:	86389537		
Serial Number:	86438524	DELL PRODEPLOY SERVICES	
Serial Number:	86438532	DELL PRODEPLOY PLUS SERVICES	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	614-280-3568		
Email:	John.Salvage@wolterskluwer.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:	Jennifer Riehl		
SIGNATURE:	/Jennifer Riehl/		
DATE SIGNED:	09/13/2016		
Total Attachments: 4 source=4#page1.tif			

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RECORDATION FORM COVER SHEET TRADEMARKS 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., as Collateral Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other National Association

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 7, 2016

- Assignment
- Security Agreement
- Other Release of Reel 5415 Frame 0650 TL
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dell Inc.

Street Address: One Dell Way

City: Round Rock

State: TX

Country USA Zip: 78682

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

86/325415

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City New York

State NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

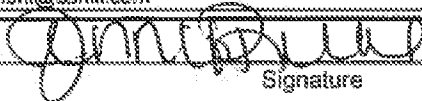
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

September 7, 2016

Date

Jennifer Riehl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(TERM LOAN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 7, 2016 (the “Effective Date”), is made by Bank of America, N.A. in its capacity as Collateral Agent (the “Agent”), in favor of Dell Inc., a Delaware corporation (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 Supplemental Trademark Security Agreement, dated as of December 5, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 8, 2014 at Reel/Frame 5415/0650;

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 representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark 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. The Agent hereby requests the Commissioner for Trademarks record this Release.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. 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.

5. 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.

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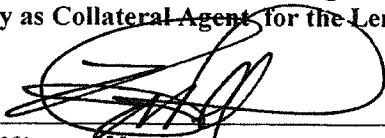
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Lenders**

By: _____

Name:

Title:



**Henry Pennell
Vice President**

[Dell – Term Trademark Release]

**TRADEMARK
REEL: 005876 FRAME: 0686**

SCHEDULE 1

U.S. Trademark Applications

	Owner	Trademark	Appl. No.	Appl. Date
1.	Dell Inc.	ALIENWARE	86325415	1 Jul 2014
2.	Dell Inc.	Alien Head Design	86389537	9 Sep 2014
3.	Dell Inc.	DELL PRODEPLOY SERVICES	86438524	29 Oct 2014
4.	Dell Inc.	DELL PRODEPLOY PLUS SERVICES	86438532	29 Oct 2014

[Schedule 1 to Release of Security Interest in Trademarks]