

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		11/20/2016	Corporation: DELAWARE
EMC Corporation		11/20/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
Street Address:	601 Travis Street		
Internal Address:	16th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87216873	2 TIERS	
Serial Number:	87142056	CROSS CLOUD	
Serial Number:	87221654	DELL EMC 2 TIERS	
Serial Number:	87228052	DELL EMC UNITY	
Serial Number:	87133330	{CODE}	
Serial Number:	87133273	BOOST	
Serial Number:	87144009	CLOUDBOOST	
Serial Number:	87131805	INFORMATION GENERATION	
Serial Number:	87131815	INFRAENABLERS	
Serial Number:	87131810	OPENSACLE	
Serial Number:	87133187	POLLY	
Serial Number:	87133178	REX-RAY	
Serial Number:	87132199	UNIK	
Serial Number:	87131917	WHENOLOGY	
Serial Number:	87133269	XIOS	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6502515002

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.

Phone: (650) 251-5106

Email: ksolomon@stblaw.com

Correspondent Name: Amber Harezlak, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

NAME OF SUBMITTER:	Amber Harezlak
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SIGNATURE:	/ah/
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DATE SIGNED:	11/23/2016
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT dated as of November 20, 2016 (this "Agreement") among Dell Inc., a Delaware corporation and EMC Corporation, a Massachusetts corporation (each a "Grantor" and collectively the "Grantors") 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 Indenture dated as of June 1, 2016 among Diamond 1 Finance Corporation, a Delaware corporation ("Finco 1", which, in connection with the Dell-EMC Merger, has merged with and into Dell International L.L.C., a Delaware limited liability company ("Dell International"), with Dell International continuing as the surviving corporation and which, following the consummation of the Dell-EMC Merger, on or about the Business Day following the Effective Date, will merge with and into New Dell International LLC, a Delaware limited liability company ("New Dell International"), with New Dell International continuing as the surviving corporation), Diamond 2 Finance Corporation, a Delaware corporation ("Finco 2", which, in connection with the Dell-EMC Merger, has merged with and into EMC, with EMC continuing as the surviving corporation), 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 (as defined below) 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 amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Issuers, the other grantors from time to time party thereto and the Notes Collateral Agent. The Grantors are Affiliates of the Issuers 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, each 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 such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark 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 parties hereto have duly executed this Agreement as of the day and year first above written.

DELL INC.

By: 

Name: Janet B. Wright

Title: Senior VP and Assistant Secretary

EMC CORPORATION

By: 

Name: Janet B. Wright

Title: Senior VP and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005927 FRAME: 0053

Schedule I

U.S. Trademark Applications

Trademark	Serial Number	Status	Registered Owner
2 TIERS	87216873	Pending ITU	Dell Inc.
CROSS CLOUD	87142056	Pending ITU	Dell Inc.
DELL EMC 2 TIERS	87221654	Pending ITU	Dell Inc.
DELL EMC UNITY	87228052	Pending ITU	Dell Inc.
{CODE}	87133330	Pending ITU	EMC Corporation
BOOST	87133273	Pending ITU	EMC Corporation
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OPENSACLE	87131810	Pending ITU	EMC Corporation
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