

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Notes)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dell Inc.		02/27/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent		
<b>Street Address:</b>	601 Travis Street		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87268847	A3	
<b>Serial Number:</b>	87240618	CANVAS	
<b>Serial Number:</b>	87240651	DELL CANVAS	
<b>Serial Number:</b>	87251930	DELL EMC	
<b>Serial Number:</b>	87251933	DELL EMC	
<b>Serial Number:</b>	87251940	DELL EMC	
<b>Serial Number:</b>	87251944	DELL EMC	
<b>Serial Number:</b>	87251946	DELL EMC	
<b>Serial Number:</b>	87268872	DELL EMC A3	
<b>Serial Number:</b>	87301514	PRAVEGA	
<b>Serial Number:</b>	87290859	WE'RE GAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>Phone:</b>	(650) 251-5106		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Amber Harezlak		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>TRADEMARK</b>			

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<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304
<b>ATTORNEY DOCKET NUMBER:</b>	001909/0002
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	02/28/2017
<b>Total Attachments: 4</b> source=Trademark Security Agreement Q4 2016 (Notes)_executed#page1.tif source=Trademark Security Agreement Q4 2016 (Notes)_executed#page2.tif source=Trademark Security Agreement Q4 2016 (Notes)_executed#page3.tif source=Trademark Security Agreement Q4 2016 (Notes)_executed#page4.tif	

TRADEMARK SECURITY AGREEMENT dated as of February 27, 2017 (this “Agreement”) among Dell Inc., a Delaware corporation, (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 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 Grantor 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 such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by 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. The 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 Vice President and Assistant Secretary

Schedule I

U.S. Trademark Applications

Owner	Trademark	Serial No.	Appl. Date	Status
Dell Inc.	A3	87268847	12/14/2016	Pending ITU
Dell Inc.	CANVAS	87240618	11/17/2016	Pending ITU
Dell Inc.	DELL CANVAS	87240651	11/17/2016	Pending ITU
Dell Inc.	DELL EMC	87251930	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251933	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251940	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251944	11/30/2016	Pending ITU
Dell Inc.	DELL EMC	87251946	11/30/2016	Pending ITU
Dell Inc.	DELL EMC A3	87268872	12/14/2016	Pending ITU
Dell Inc.	PRAVEGA	87301514	1/13/2017	Pending ITU
Dell Inc.	WE'RE GAME	87290859	1/5/2017	Pending ITU