

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579935

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dell Inc.		06/03/2020	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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88800073		
<b>Serial Number:</b>	88800078	ALIENWARE	
<b>Serial Number:</b>	88800093	DELL	
<b>Serial Number:</b>	88800084	DELL	
<b>Serial Number:</b>	88830701	LET'S MAKE GO BEYOND REAL	
<b>Serial Number:</b>	88830705	LET'S MAKE IMPOSSIBLE REAL	
<b>Serial Number:</b>	88830695	LET'S MAKE UNBEATABLE REAL	
<b>Serial Number:</b>	88834598	PODFERENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>	2124552333		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Bobbie Burrows		
<b>Address Line 1:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	001909/0002		

CH \$215.00 88800073

<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	06/05/2020
<b>Total Attachments: 5</b> source=Dell Trademark Security Agreement Q1 FY 2021 (2016 Indenture Update Execution Version)#page1.tif source=Dell Trademark Security Agreement Q1 FY 2021 (2016 Indenture Update Execution Version)#page2.tif source=Dell Trademark Security Agreement Q1 FY 2021 (2016 Indenture Update Execution Version)#page3.tif source=Dell Trademark Security Agreement Q1 FY 2021 (2016 Indenture Update Execution Version)#page4.tif source=Dell Trademark Security Agreement Q1 FY 2021 (2016 Indenture Update Execution Version)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of June 3, 2020 (this “Agreement”) by Dell Inc. (the “Grantor”) in favor of 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, 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 each 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 Trademarks now owned or at any time hereafter acquired by the 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

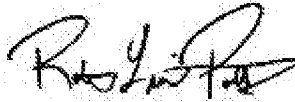
original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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: Robert L. Potts  
Title: Senior Vice President & Assistant Secretary

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

By: William Wallace Digitally signed by William L.  
Wallace  
Date: 2020.06.03 10:31:10 -05'00'

Name: William Wallace  
Title: Vice-President

**SCHEDULE I****U.S. Trademark Applications**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>APPLICATION NO</b>	<b>APPLICATION DATE</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>STATUS</b>
Dell Inc.	Alien Head design	88800073	02/17/2020			Pending
Dell Inc.	ALIENWARE	88800078	02/17/2020			Pending
Dell Inc.	DELL	88800093	02/17/2020			Pending
Dell Inc.	DELL logo w circle	88800084	02/17/2020			Pending
Dell Inc.	LET'S MAKE GO BEYOND REAL	88830701	03/11/2020			Pending
Dell Inc.	LET'S MAKE IMPOSSIBLE REAL	88830705	03/11/2020			Pending
Dell Inc.	LET'S MAKE UNBEATABLE REAL	88830695	03/11/2020			Pending
Dell Inc.	PODFERENCE	88834598	03/14/2020			Pending

[Schedule I to Trademark Security Agreement]