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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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***PLEASE RESUBMIT AND GIVE ORIGINAL
SUBMISSION DATE OF 10/12/12 AS THE (((H12000248300 3)))
FILE DATE.



H120002483003ABCU

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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

EFFECTIVE DATE

10/26/12

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

**MERGER OR SHARE EXCHANGE
DELL MARKETING L.P.**

Certificate of Status	0
Certified Copy	0
Page Count	08 09
Estimated Charge	\$87.50

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Corporate Filing Menu

Help

*****PLEASE RESUBIT AND GIVE ORIGINAL SUBMISSION DATE OF 10/12/12 ON THIS MERGER.



October 18, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CSC

SUBJECT: ALIENWARE CORPORATION
REF: P96000084903

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The effective dates have to be the same date. Note the October 10, date is not acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Neysa Culligan
Regulatory Specialist II

FAX Aud. #: H12000248300
Letter Number: 612A00025685

RECEIVED

12 OCT 13 AM 8:05

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA 32314

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Dell Marketing L.P.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Stephanie Deadmon

Contact Person

Dell Inc.

Firm/Company

One Dell Way, RR1-33

Address

Round Rock, TX 78682

City, State and Zip Code

stephanie_deadmon@dell.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephanie Deadmon

Name of Contact Person

at (512) 728-4737

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

FILED

12 OCT 12 AM 8: 55

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Alienware Corporation	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Dell Marketing L.P.	Texas	Limited Partnership

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

October 26, 2012 11:59 PM EST

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Dell Marketing L.P.

One Dell Way, RR1-33

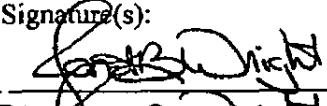
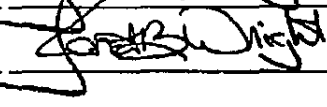
Round Rock, TX 78682

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Alienware Corporation		Janet B. Wright, VP and Assistant Secretary
Dell Marketing L.P.		Dell Marketing GP LLC, sole general partner
		By: Janet B. Wright, VP and Assistant Secretary

Corporations:**Chairman, Vice Chairman, President or Officer**
*(If no directors selected, signature of incorporator.)***General Partnerships:****Signature of a general partner or authorized person****Florida Limited Partnerships:****Signatures of all general partners****Non-Florida Limited Partnerships:****Signature of a general partner****Limited Liability Companies:****Signature of a member or authorized representative****Fees:****\$35.00 Per Party****Certified Copy (optional):****\$8.75**

AGREEMENT AND PLAN OF MERGER**BETWEEN****ALIENWARE CORPORATION****AND****DELL MARKETING L.P.**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement and Plan of Merger") is entered into as of October 18, 2012 by Alienware Corporation, a Florida corporation (the "Non-Surviving Entity"), and Dell Marketing L.P., a Texas limited partnership ("Dell Marketing" or the "Surviving Limited Partnership").

WITNESSETH

WHEREAS, the Non-Surviving Entity is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, Dell Marketing is a limited partnership duly organized and validly existing under the laws of the State of Texas;

WHEREAS, Dell International L.L.C., a Delaware limited liability company ("DII"), is the sole stockholder of the Non-Surviving Entity and indirectly owns all of the interests of Dell Marketing;

WHEREAS, Dell Marketing LP L.L.C., a Delaware limited liability company, owns a 99% limited partner interest of Dell Marketing and Dell Marketing GP L.L.C., a Delaware limited liability company, owns a 1% general partner interest of Dell Marketing; and

WHEREAS, the DII, as sole stockholder of the Non-Surviving Entity, and the partners of Dell Marketing, have duly approved and adopted this Agreement and Plan of Merger providing for the merger of the Non-Surviving Entity with and into Dell Marketing with Dell Marketing surviving as the Surviving Limited Partnership as authorized by the laws of the States of Florida and Texas (the "Merger").

NOW, THEREFORE, based on the foregoing premises, and in consideration of the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of the Merger, the parties hereto have agreed and do hereby agree as follows:

1. The Non-Surviving Entity and Dell Marketing, pursuant to the applicable provisions of the Florida Business Corporation Act and the provisions of the Texas Business Organizations Code, be merged with and into a single limited partnership, to wit, the Surviving Limited Partnership, upon the Effective Date, which Surviving Limited Partnership shall continue to exist under its present name pursuant to the provisions of the laws of Texas. The separate existence of the Non-Surviving Entity shall cease on the Effective Date in accordance with the applicable provisions of the Florida Business Corporation Act.
2. On the Effective Date, the Surviving Limited Partnership shall: (a) assume all of the liabilities and obligations of the Non-Surviving Entity; (b) acquire all of the rights, privileges,

immunities, powers and purposes of the Non-Surviving Entity; and (c) acquire all of the property of the Non-Surviving Entity, real and personal, without further act or deed.

3. The Effective Date of the Merger shall be as of 11:59 p.m. Eastern time, on October 26, 2012.
4. The Certificate of Limited Partnership of Dell Marketing shall continue in full force and effect as the Certificate of Limited Partnership of the Surviving Limited Partnership until amended in the manner prescribed by the provisions of the laws of Texas.
5. The Limited Partnership Agreement of Dell Marketing shall be the Limited Partnership Agreement of the Surviving Limited Partnership and shall continue in full force and effect until changed, altered, or amended as provided in such Limited Partnership Agreement and in the manner prescribed by the provisions of the laws of Texas.
6. DII directly or indirectly owns all of the interests of the Non-Surviving Entity and the Surviving Limited Partnership. Accordingly, none of the shares of the Non-Surviving Entity shall be converted into interests of the Surviving Limited Partnership. On the Effective Date, (a) by virtue of the Merger and without any further action on the part of the Non-Surviving Entity, its stockholder, directors or its officers, all of shares of the Non-Surviving Entity immediately prior to the Effective Date of the Merger shall be automatically called and extinguished and cease to exist, and (b) Dell Marketing LP L.L.C. shall continue to own a 99% limited partner interest of the Surviving Limited Partnership and Dell Marketing GP L.L.C. shall continue to own a 1% general partner interest of the Surviving Limited Partnership.
7. This Agreement and Plan of Merger has been approved by the sole stockholder of the Non-Surviving Entity and the partners of Dell Marketing in the manner prescribed by the laws of their respective jurisdictions of organization and constituent documents.
8. The Non-Surviving Entity and Dell Marketing hereby stipulate that they shall cause the appropriate officers, directors, and partners to execute, file and record any document or documents prescribed by the laws of the Florida Business Corporation Act and the State of Texas, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.
9. The proper officers, directors, member and partners of the Non-Surviving Entity and Dell Marketing, respectively, are each hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the Merger herein provided for.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day and year first above written.

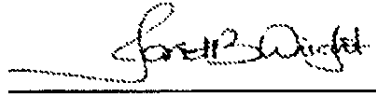
SURVIVING ENTITY:

DELL MARKETING L.P.

a Texas limited partnership

By: Dell Marketing GP L.L.C.
its general partner

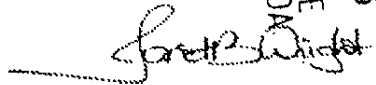
By: Dell Marketing LP L.L.C.
its limited partner

By: 
Name: Janet B. Wright
Title: Vice President and Assistant
Secretary

NON-SURVIVING ENTITY:

ALIENWARE CORPORATION

a Florida corporation

By: 
Name: Janet B. Wright
Title: Vice President and Assistant
Secretary

FILED
12 OCT 12 AM 8:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA