

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CDW LLC		06/24/2011	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	4 New York Plaza
Internal Address:	Floor 4
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3476006	BUSINESS REARVIEW MIRROR
Registration Number:	1649113	CDW
Registration Number:	2325742	CDW
Registration Number:	1741908	CDW
Registration Number:	2527422	CDW G
Registration Number:	3041321	CDW SOLUTIONEDGE
Registration Number:	2614744	CDW-G
Registration Number:	1616162	MACWAREHOUSE
Registration Number:	1623069	MICROWAREHOUSE
Registration Number:	3032101	TEACHERS TALK TECH
Registration Number:	3032167	TEACHERS TALK TECH
Registration Number:	3241077	THE RIGHT TECHNOLOGY. RIGHT AWAY.
		CUSTOMER MARKETING OPERATIONS AND PURCHASING TRADEMARK

CH \$565.00 3476006

Registration Number:	2859482	COWORKER SERVICES SALES AND TRAINING INFORMATION TECHNOLOGY FINANCE
Registration Number:	3848265	STORE IN A TRUCK
Serial Number:	85118861	CDW. PEOPLE WHO GET IT.
Serial Number:	85119456	PEOPLE WHO GET IT.
Serial Number:	85141344	CDW
Serial Number:	85141350	CDW
Serial Number:	85141359	CDW
Serial Number:	85141365	CDW-G
Serial Number:	85141704	CDW-G
Serial Number:	85223018	BERBEE

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	035909-0021
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	06/27/2011

Total Attachments: 6
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2011 (this "Agreement"), is entered into by and among CDW LLC ("Grantor") and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of June 24, 2011 (as amended, re-stated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among CDW LLC, an Illinois limited liability company (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to the Borrower subject to the terms and conditions set forth in the Revolving Loan Credit Agreement dated as of June 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent (as defined therein) for the Lenders, Deutsche Bank Securities Inc. ("DBSI") and J.P. Morgan Securities LLC ("J.P. Morgan"), as joint lead arrangers for the Credit Facilities (as defined therein), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), Merrill Lynch, Pierce Fenner & Smith Incorporated ("MLPFS"), GE Capital Markets Inc., Barclays Capital, the investment banking division of Barclays Bank PLC ("Barclays Bank") and Wells Fargo Capital Finance, LLC ("WFCF"), as joint bookrunners, DBSI and General Electric Capital Corporation ("GECC"), as Co-Collateral Agents (as defined therein), GE Commercial Distribution Finance Corporation ("GECDFC"), as Floorplan Funding Agent (as defined therein), DBSI, as syndication agent, and Morgan Stanley, Bank of America, N.A., GECC, Barclays Bank and WFCF, as co-documentation agents. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(c) of the Security Agreement, 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. The rules of construction specified in Section 1.02 of the Credit 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 Obligations (other than contingent obligations), each Grantor, pursuant to the Security Agreement, did and hereby does, to the extent required by the Security Agreement, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all of the following assets and properties (to the extent that they are part of the Collateral) now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the "Trademarks");
 - (b) all goodwill associated with or symbolized by the Trademarks;
 - (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
 - (d) the right to sue third parties for past, present and future infringements of any Trademark;
- and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Administra-

tive Agent pursuant to the Security Agreement. The Administrative Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto 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.

[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.

CDW LLC

By: 

Name: Robert J. Welyki

Title: Vice President, Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004570 FRAME: 0624

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

By: A. B. Kern
Name: Arn B. Kerns
Title: Vice President

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark Registrations

Registered Owner	Mark	Jurisdiction	Registration No.	Expiration Date
CDW LLC	BUSINESS REARVIEW MIRROR	U.S.	3476006	7/29/2018
CDW LLC	CDW	U.S.	1649113	6/25/2011
CDW LLC	CDW <i>and Design</i>	U.S.	2325742	3/7/2020
CDW LLC	CDW <i>and Design</i>	U.S.	1741908	12/22/2012
CDW LLC	CDW-G and Design	U.S.	2527422	1/8/2012
CDW LLC	CDW SOLUTIONEDGE <i>Block Letters</i>	U.S.	3041321	1/10/2016
CDW LLC	CDW-G	U.S.	2614744	9/3/2012
CDW LLC	MACWAREHOUSE	U.S.	1616162	10/2/2020
CDW LLC	MICROWAREHOUSE	U.S.	1623069	11/13/2020
CDW LLC	TEACHERS TALK TECH <i>Stylized Letters</i>	U.S.	3032101	12/20/2015
CDW LLC	TEACHERS TALK TECH <i>Block Letters</i>	U.S.	3032167	12/20/2015
CDW LLC	THE RIGHT TECHNOLOGY. RIGHT AWAY <i>Block Letters</i>	U.S.	3241077	5/15/2017
CDW LLC	Customer Marketing Operations and Purchasing Coworker Services Sales and Training Information Technology Finance <i>Atom Design</i>	U.S.	2859482	7/6/2014
CDW LLC	STORE IN A TRUCK	U.S.	3848265	9/14/2020
CDW LLC	COMPUTER DISCOUNT WAREHOUSE	U.S. State- Illinois	67867	1/9/2016
CDW LLC	COMPUTER DISCOUNT WAREHOUSE	U.S. State- Illinois	67865	1/9/2016
CDW LLC	COMPUTER DISCOUNT WAREHOUSE	U.S. State- Illinois	67864	1/9/2016
CDW LLC	COMPUTER DISCOUNT WAREHOUSE	U.S. State- Illinois	67863	1/9/2016
CDW LLC	COMPUTER DISCOUNT WAREHOUSE	U.S. State- Illinois	67862	1/9/2016
CDW LLC	COMPUTER DISCOUNT WAREHOUSE	U.S. State- Illinois	67866	1/9/2016

Schedule II

Trademark Applications

Registered Owner	Mark	Jurisdiction	Serial No.	Filing Date
CDW LLC	CDW. PEOPLE WHO GET IT. ¹	U.S.	85118861	8/30/2010
CDW LLC	PEOPLE WHO GET IT.	U.S.	85119456	8/31/2010
CDW LLC	CDW	U.S.	85141344	9/29/2010
CDW LLC	CDW <i>Stylized Letters</i>	U.S.	85141350	9/29/2010
CDW LLC	CDW <i>Stylized Letters</i>	U.S.	85141359	9/29/2010
CDW LLC	CDW-G	U.S.	85141365	9/29/2010
CDW LLC	CDW-G <i>Stylized Letters</i>	U.S.	85141704	9/30/2010
CDW LLC	BERBEE ²	U.S.	85223018	1/21/2011

¹ Intent-to-use trademark application.

² Intent-to-use trademark application