

## 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		03/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co., LLC		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85119456	PEOPLE WHO GET IT.	
Serial Number:	85141704	CDW-G	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ssreepada@milbank.com		
Correspondent Name:	Sunila Sreepada		
Address Line 1:	Milbank, One Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Sunila Sreepada		
Signature:	/ss/		
Date:	04/16/2013		

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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of March 29, 2013 (this "Agreement"), among CDW LLC (successor by merger to CDW Corporation) ("Grantor") and MORGAN STANLEY & CO., LLC (as successor to Lehman Commercial Paper Inc.), as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of October 12, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, CDW Corporation (formerly known as VH Holdings, Inc.), the Subsidiaries of Grantor party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Term Loan Agreement dated as of October 12, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as defined therein), the lenders party thereto (the "Lenders") and Morgan Stanley Senior Funding, Inc. (as successor to Lehman Commercial Paper Inc.), as administrative agent (in such capacity, the "Administrative Agent") and the Collateral Agent. Under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the additional collateral, listed in Schedule I hereto, of the Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities. 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 Collateral 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 (the "Trademarks");

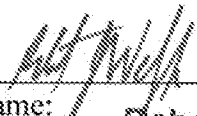
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

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

Title:

**Robert J. Welyki**  
**Vice President and Treasurer**

MORGAN STANLEY & CO., LLC,  
as Collateral Agent

By: 

Name: STEPHEN B. KING  
Title: Executive Director

Schedule I

U.S. Registered Trademarks

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Owner
PEOPLE WHO GET IT.	U.S.	85/119,456	August 31, 2010	4,268,684	1/1/2013	CDW LLC
CDW·G <i>Stylized</i> <i>(new logo-oval)</i>	U.S.	85/141,704	September 30, 2010	4,166,446	4/17/2012	CDW LLC