

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agency Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co., LLC		04/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
Internal Address:	Attn: Ronnie Glenn/Matthew Cybul		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2370946	BERBEE	
Registration Number:	2387600	BERBEE	
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	

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Registration Number:	3241077	THE RIGHT TECHNOLOGY. RIGHT AWAY.
Registration Number:	2859482	CUSTOMER MARKETING OPERATIONS AND PURCHA
Registration Number:	3848265	STORE IN A TRUCK
Registration Number:	4268684	PEOPLE WHO GET IT.
Registration Number:	4040772	CDW-G
Registration Number:	4166446	CDW-G
Serial Number:	85118861	CDW. PEOPLE WHO GET IT.
Serial Number:	85141344	CDW
Serial Number:	85141350	CDW
Serial Number:	85141359	CDW

**CORRESPONDENCE DATA**

Fax Number: 2138924790

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: hcannom@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 601 S. Figueroa St., 30th floor

Address Line 2: Attn: H.Cannom

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	28804-11300
NAME OF SUBMITTER:	Hannah Cannom
Signature:	/Hannah Cannom/
Date:	04/29/2013

**Total Attachments: 9**

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**INTELLECTUAL PROPERTY AGENCY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY AGENCY ASSIGNMENT AGREEMENT (this “Agreement”) dated as of April 29, 2013 (the “Effective Date”), is made by and between Morgan Stanley & Co. LLC (formerly known as Morgan Stanley & Co. Incorporated), a limited liability company organized in Delaware, with an office at 1585 Broadway New York, New York 10036 (the “Predecessor Agent”), acting as the Existing Collateral Agent under the Original Security Agreement (as defined below), and Barclays Bank PLC, a company incorporated under the laws of England, with an office at 745 Seventh Avenue, 26th Floor, New York, New York 10019 (the “Successor Agent”), acting as the Collateral Agent under the Security Agreement (as defined below).

**WHEREAS**, CDW LLC (the “Borrower”), CDW Corporation (formerly known as VH Holdings, Inc.) (“Holdings”), the subsidiaries of the Borrower from time to time party thereto and the Predecessor Agent, as Existing Collateral Agent are parties to the Guarantee and Collateral Agreement, dated as of October 12, 2007 and amended and restated as of December 17, 2010 (as modified and supplemented and in effect immediately prior to the amendment and restatement thereof referred to below, the “Original Security Agreement”);

**WHEREAS**, on the date hereof, the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto and the Successor Agent, as Collateral Agent, have amended and restated the Original Security Agreement as of the date hereof (as so amended and restated, and as further modified and supplemented and in effect from time to time, the “Security Agreement”), and therein have, among other things, pledged and granted to the Successor Agent, as Collateral Agent, a security interest in the Collateral to secure the Obligations described (and as defined) therein;

**WHEREAS**, pursuant to the Security Agreement, the Predecessor Agent has resigned as the Collateral Agent thereunder and under the other First Lien Security Documents and the Successor Agent has been appointed as its successor Collateral Agent thereunder and under the other First Lien Security Documents, and in connection therewith, the Predecessor Agent has transferred to the Successor Agent, and the Successor Agent has accepted, assumed and succeeded to (for its benefit and for the benefit of the Secured Parties), all of the Predecessor Agent’s right, title and interest in, to and under the Security Interest and all of the Liens and security interests granted or pledged to the Predecessor Agent for the benefit of the Secured Parties as the Existing Collateral Agent thereunder; and

**WHEREAS**, the Predecessor Agent as the Existing Collateral Agent under the Original Security Agreement has been granted security interests in the Intellectual Property identified on Schedule A attached hereto and such security interests have been recorded with United States Patent and Trademark Office at the applicable Reel/Frame identified on such Schedule A and before the United States Copyright Office at the document number identified on such Schedule A, and the parties hereto desire to reflect or evidence the Assignment (as defined below) in such public records.

**NOW, THEREFORE**, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Predecessor Agent hereby confirms that all right, title and interest in and to the security interests and each of the Liens granted to the Predecessor Agent under the Loan Documents, including, without limitation, the security interests and Liens granted to the Predecessor Agent in the Intellectual Property identified in Schedule A have been conveyed, assigned and transferred to Successor Agent and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, the Predecessor Agent hereby conveys, assigns and transfers to Successor Agent all such right, title and interest in and to such security interests and Liens in the Intellectual Property identified in Schedule A (the "Assignment") and the Successor Agent has accepted, assumed and succeeded to such right, title and interest in and to such security interests and Liens in the Intellectual Property identified in Schedule A.

2. Purpose. This Agreement has been executed and delivered by the Predecessor Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office and the United States Copyright Office to evidence the Assignment. The Assignment confirmed or effectuated herein has been effected in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

3. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank; signature pages follow]**

IN WITNESS WHEREOF, the Predecessor Agent and the Successor Agent each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**MORGAN STANLEY & CO. LLC**  
**(f/k/a Morgan Stanley & Co. Incorporated)**  
as Predecessor Agent

By: 

Name: SCOTT B. KING

Title: VP

**BARCLAYS BANK PLC,**  
as Successor Agent

By: 

Name:

**Ronnie Glenn**

Title:

**Vice President**

Schedule A  
Agency Assignment Agreement

Item A. U.S. Trademarks:

Security Interest from CDW LLC recorded at Reel/Frame No. 004436/0630:

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
BERBEE	U.S.	75768384	7/30/1999	2370946	7/25/2000	CDW LLC
BERBEE <i>and Design</i>	U.S.	75768389	7/30/1999	2387600	9/19/2000	CDW LLC
BUSINESS REARVIEW MIRROR	U.S.	77354440	12/18/2007	3476006	7/29/2008	CDW LLC
CDW	U.S.	74079082	7/17/1990	1649113	6/25/1991	CDW LLC
CDW <i>and Design</i>	U.S.	75573067	10/19/1998	2325742	3/7/2000	CDW LLC
CDW <i>and Design</i>	U.S.	74198334	8/26/1991	1741908	12/22/1992	CDW LLC
CDW G <i>and Design</i>	U.S.	76246833	4/26/2001	2527422	1/8/2002	CDW LLC
CDW SOLUTIONEDGE <i>Block Letters</i>	U.S.	78519598	11/18/2004	3041321	1/10/2006	CDW LLC
CDW-G	U.S.	76247183	4/26/2001	2614744	9/3/2002	CDW LLC
MACWAREHOUSE	U.S.	73467289	11/21/1988	1616162	10/2/1990	CDW LLC
MICROWAREHOUSE	U.S.	74018623	1/12/1990	1623069	11/13/1990	CDW LLC
TEACHERS TALK TECH <i>Stylized Letters</i>	U.S.	78507731	10/28/2004	3032101	12/20/2005	CDW LLC
TEACHERS TALK TECH <i>Block Letters</i>	U.S.	78512361	11/5/2004	3032167	12/20/2005	CDW LLC
THE RIGHT TECHNOLOGY. RIGHT AWAY <i>Block Letters</i>	U.S.	76653305	1/10/2006	3241077	5/15/2007	CDW LLC
Customer Marketing Operations and Purchasing Coworker Services Sales and Training Information Technology Finance <i>Atom Design</i>	U.S.	26467290	11/6/2002	2859482	7/6/2004	CDW LLC
STORE IN A TRUCK	U.S.	77453288	9/29/2009	3848265	9/14/2010	CDW LLC

Trademark Applications

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
CDW. PEOPLE WHO GET IT.	U.S.	85118861	8/30/2010	N/A	N/A	CDW LLC
PEOPLE WHO GET IT.	U.S.	85119456	8/31/2010	N/A	N/A	CDW LLC
CDW	U.S.	85141344	9/30/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i>	U.S.	85141350	9/29/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i>	U.S.	85141359	9/29/2010	N/A	N/A	CDW LLC
CDW G	U.S.	85141365	9/29/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i> G	U.S.	85141704	9/30/2010	N/A	N/A	CDW LLC

Item B. U.S. Patents:

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
BERBEE	U.S.	75768384	7/30/1999	2370946	7/25/2000	CDW LLC
BERBEE <i>and Design</i>	U.S.	75768389	7/30/1999	2387600	9/19/2000	CDW LLC
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CDW <i>and Design</i>	U.S.	74198334	8/26/1991	1741908	12/22/1992	CDW LLC
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Schedule A  
Agency Assignment Agreement

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
TEACHERS TALK TECH <i>Stylized Letters</i>	U.S.	78507731	10/28/2004	3032101	12/20/2005	CDW LLC
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CDW. PEOPLE WHO GET IT.	U.S.	85118861	8/30/2010	N/A	N/A	CDW LLC
PEOPLE WHO GET IT.	U.S.	85119456	8/31/2010	4268684	1/1/2013	CDW LLC
CDW	U.S.	85141344	9/30/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i>	U.S.	85141350	9/29/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i>	U.S.	85141359	9/29/2010	N/A	N/A	CDW LLC
CDW G	U.S.	85141365	9/29/2010	4040772	10/18/2011	CDW LLC
CDW G <i>Stylized Letters</i>	U.S.	85141704	9/30/2010	4166446	7/3/2012	CDW LLC

Security Interest from CDW LLC recorded at Reel/Frame No. 025526/0657

	Owner	Title	Application No. Filing Date	Patent No. Issue Date
1.	CDW LCC	WEBSITE USER ACCOUNT LINKING	11/453527 6/15/2006	7660748 2/9/2010
2.	CDW LCC	WEBSITE USER ACCOUNT LINKING	12/698267 2/2/2010	8069093 11/29/2011

Schedule A  
Agency Assignment Agreement

	Owner	Title	Application No. Filing Date	Patent No. Issue Date
3.	CDW LCC	SESSION COLLABORATOR	12/494596 6/30/2009	

Item C. **U.S. Copyrights:**

Security Interest from CDW LLC recorded at Document Number V3592 D253:

	Owner	Document Title	Registration No. Registration Date
1.	CDW LLC	CDW Classic Website Code	TX 6-957-194 8/11/2009
2.	CDW LLC	CDW Website	VA 1 1-674-011 7/24/2009
3.	CDW LLC	Website Code	TX 6-954-179 7/24/2009
4.	CDW LLC	CDW Website	TX 4-983-115 1/25/1999