

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment (Second) to Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CDW LLC		04/29/2013	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Barclays Bank PLC, as successor to Morgan Stanley & Co., Inc.
<b>Street Address:</b>	745 7th Avenue
<b>Internal Address:</b>	Attn: Ronnie Glenn/Matthew Cybul
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3476006	BUSINESS REARVIEW MIRROR
Registration Number:	1649113	CDW
Registration Number:	2325742	CDW
Registration Number:	2527422	CDW G
Registration Number:	2614744	CDW-G
Registration Number:	1616162	MACWAREHOUSE
Registration Number:	1623069	MICROWAREHOUSE
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

CH \$415.00 3476006

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 South Figueroa, 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: 6**  
 source=5 - Second Amendment to Trademark Security Agreement - EXECUTED#page1.tif  
 source=5 - Second Amendment to Trademark Security Agreement - EXECUTED#page2.tif  
 source=5 - Second Amendment to Trademark Security Agreement - EXECUTED#page3.tif  
 source=5 - Second Amendment to Trademark Security Agreement - EXECUTED#page4.tif  
 source=5 - Second Amendment to Trademark Security Agreement - EXECUTED#page5.tif  
 source=5 - Second Amendment to Trademark Security Agreement - EXECUTED#page6.tif

**SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2013 (this "Second Amendment"), among CDW LLC (successor by merger to CDW Corporation) (the "Grantor") and BARCLAYS BANK PLC (as successor to Morgan Stanley & Co. Incorporated), as Collateral Agent (the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent are parties to a Trademark Security Agreement, dated as of October 12, 2007 as amended as of December 17, 2010 (the "Trademark Security Agreement");

WHEREAS, the Grantor, CDW Corporation (formerly known as VH Holdings, Inc.), the subsidiaries of the Grantor from time to time party thereto and the Collateral Agent entered into that certain 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 Grantor, CDW Corporation, the subsidiaries of the Grantor from time to time party thereto and the Collateral Agent have amended and restated the Guarantee and Collateral 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") to, among other things, confirm the pledge and grant to the Collateral Agent of the security interest of the Original Security Agreement in the Collateral to secure the Senior Secured Notes (as defined below) and to pledge and grant to the Collateral Agent a security interest in the Collateral to secure the loans under the Credit Agreement (as defined below) and the other Obligations (including the Loan Obligations);

WHEREAS, the Grantor is party to that certain Term Loan Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the lenders from time to time party thereto (the "Lenders") and Barclays Bank PLC as the Administrative Agent and as the Collateral Agent; and

WHEREAS, the Grantor, CDW Finance Corporation ("CDW Finance" and, together with the Grantor, the "Issuers"), the guarantors party thereto and U.S. Bank National Association, as trustee (the "Note Trustee") are party to an Indenture dated as of December 17, 2010 pursuant to which the Issuers have issued \$500,000,000 of 8.0% Senior Secured Notes due 2018 (together with any Additional Notes and Exchange Notes (each, as defined therein), the "Senior Secured Notes").

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Second Amendment and not otherwise defined herein have the meaning specified in the Security Agreement.

SECTION 2. Amendment. Effective, as of the date hereof, upon the execution and delivery hereof by all of the parties hereto, Section 2 of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

“SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Note Obligations (other than contingent obligations), the Grantor, hereby confirms the grant to the Collateral Agent, its successors and assigns, for the benefit of the Note Secured Parties, of the security interest granted by it in this Agreement, and as security for the payment or performance, as the case may be, in full of the Obligations (other than contingent obligations), the Grantor, hereby, to the extent required by the Security Agreement, grants 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 the Grantor and wherever located or in which the 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.”

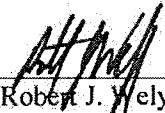
SECTION 3. Continuing Effect; No Other Waivers or Amendments. This Second Amendment shall not constitute an amendment or waiver of or consent to any provision of the Trademark Security Agreement except as expressly stated herein and shall not be construed as an amendment, waiver or consent to any action on the part of the Grantor that would require an amendment, waiver or consent of the Collateral Agent or the Secured Parties except as expressly stated herein.

SECTION 4. Counterparts. This Second Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument.

SECTION 5. References to the Trademark Security Agreement. From and after the effectiveness of this Second Amendment, all references in the Trademark Security Agreement shall be deemed to be references to the Trademark Security Agreement as modified hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

**CDW LLC**

By:   
Name: Robert J. Welyki  
Title: Vice President, Treasurer and  
Assistant Secretary

*Second Amendment to Trademark Security Agreement – CDW LLC*

**TRADEMARK  
REEL: 005016 FRAME: 0430**

BARCLAYS BANK PLC, as Collateral Agent  
for the Secured Parties

By: 

Name: Ritam Bhalla

Title: Director

*Second Amendment to Trademark Security Agreement -- CDW LLC*

**TRADEMARK**  
**REEL: 005016 FRAME: 0431**

*Schedule I*

*U.S. Trademark Registrations*

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
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-G <i>and Design</i>	U.S.	76246833	4/26/2001	2527422	1/8/2002	CDW LLC
CDW-G	U.S.	76247183	4/26/2001	2614744	9/3/2002	CDW LLC
COMPUTER DISCOUNT WAREHOUSE	U.S. State-Illinois	N/A	N/A	67867	1/9/1991	CDW LLC
COMPUTER DISCOUNT WAREHOUSE	U.S. State-Illinois	N/A	N/A	67865	1/9/1991	CDW LLC
COMPUTER DISCOUNT WAREHOUSE	U.S. State-Illinois	N/A	N/A	67864	1/9/1991	CDW LLC
COMPUTER DISCOUNT WAREHOUSE	U.S. State-Illinois	N/A	N/A	67863	1/9/1991	CDW LLC
COMPUTER DISCOUNT WAREHOUSE	U.S. State-Illinois	N/A	N/A	67862	1/9/1991	CDW LLC
COMPUTER DISCOUNT WAREHOUSE	U.S. State-Illinois	N/A	N/A	67866	1/9/1991	CDW LLC
MACWAREHOUSE	U.S.	73764669	11/21/1988	1616162	10/2/1990	CDW LLC
MICROWAREHOUSE	U.S.	74018623	1/12/1990	1623069	11/13/1990	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.	76467290	11/6/2002	2859482	7/6/2004	CDW LLC
STORE IN A TRUCK	U.S.	77453288	4/29/2008	3848265	9/14/2010	CDW LLC
PEOPLE WHO GET IT.	U.S.	85119456	8/31/2010	4268684	1/1/2013	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

*Schedule II*

*U.S. Trademark Applications*

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
CDW	U.S.	85141344	9/29/2010	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