

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDW LLC		03/17/2014	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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4346948	CDW	
Registration Number:	4346947	CDW	
Registration Number:	4346946	CDW	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		
ATTORNEY DOCKET NUMBER:	035909-0021		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	03/18/2014		
Total Attachments: 5			

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of March 17, 2014 is entered into between CDW LLC (“Grantor”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent (“Administrative Agent”).

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of June 24, 2011 (the “Existing Trademark Security Agreement”) which was filed with the United States Patent and Trademark Office on June 27, 2011 at Reel 004570, Frame 0620. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule A attached hereto.

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

1. Amendment to Existing Trademark Security Agreement. “Schedule A to Trademark Security Agreement” appended to the Existing Trademark Security Agreement is hereby amended by adding the Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Administrative Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Administrative Agent that:

(i) Grantor is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, receivership, moratorium or similar laws of general applicability relating to or limiting creditors’ rights generally or by general equity principles.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Administrative Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Administrative Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Administrative Agent and the successors and assigns of Administrative Agent.

[signature page follows]

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

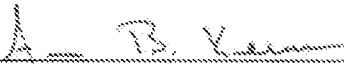
CDW LLC

By: _____

Name: Robert J. Welyki

Title: Vice President and Treasurer

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

By: 
Name: Ann B. Kerns
Title: Vice President

Schedule A

Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CDW LLC	CDW - Stylized (new logo - oval)	4,346,948	6/4/2013
CDW LLC	CDW	4,346,947	6/4/2013
CDW LLC	CDW - Stylized (new logo- box)	4,346,946	6/4/2013