

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDW LLC		03/19/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC as successor to Morgan Stanley & Co. Incorporated		
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4346948	CDW	
Registration Number:	4346947	CDW	
Registration Number:	4346946	CDW	
CORRESPONDENCE DATA			
Fax Number:	2138924790		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-892-4000		
Email:	hcannom@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	601 South Figueroa St., 30th Floor		
Address Line 2:	Attn: H. Cannom		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Hannah Cannom		
SIGNATURE:	/Hannah Cannom/		
DATE SIGNED:	03/20/2014		
Total Attachments: 5			
source=CDW - Supplemental TM Security Agreement#page1.tif			

CH \$90.00 4346948

source=CDW - Supplemental TM Security Agreement#page2.tif
source=CDW - Supplemental TM Security Agreement#page3.tif
source=CDW - Supplemental TM Security Agreement#page4.tif
source=CDW - Supplemental TM Security Agreement#page5.tif

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2014 (this “Supplement”), 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 the Trademark Security Agreement, dated as of October 12, 2007, as amended on December 17, 2010 and as further amended pursuant to the Second Amendment to Trademark Security Agreement dated as of April 29, 2013 and filed with the USPTO on April 29, 2013 at Reel No. 005016, Frame 0429 (the “Trademark Security Agreement”);

WHEREAS, under the terms of the Trademark Security Agreement and the Security Agreement referred to therein, the Grantor has granted 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 certain intellectual property (including the Trademark Collateral) of the Grantor;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Collateral Agent, at the times specified therein, an Intellectual Property Security Agreement with respect to certain After-Acquired Intellectual Property of Grantor for purposes of recordation with the United States Patent and Trademark Office; and

WHEREAS, this Supplement constitutes an Intellectual Property Security Agreement.

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 Supplement and not otherwise defined herein have the meaning specified in the Trademark Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms its pledge of, and grant of 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, to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties:

- (a) all trademark registrations listed on Schedule I attached hereto (collectively, 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.

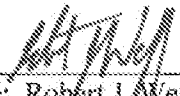
SECTION 3. Continuing Effect; No Other Waivers or Amendments. This Supplement shall not constitute a supplement, amendment or waiver of or consent to any provision of the Trademark Security Agreement except as expressly stated herein and shall not be construed as a supplement, amendment, waiver or consent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

SECTION 4. Counterparts. This Supplement 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 Supplement, all references in the Trademark Security Agreement shall be deemed to be references to the Trademark Security Agreement as supplemented hereby.

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

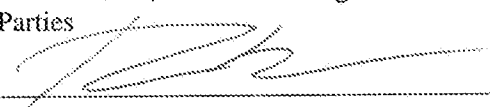
CDW LLC

By:  _____
Name: Robert J. Welyki
Title: Vice President and Treasurer

BARCLAYS BANK PLC, as Collateral Agent for the
Secured Parties

By: _____

Name:


RITAM BHALLA

Title:

DIRECTOR

Schedule I

Registered Trademarks

Reg. Date	Trademark	Country	Class	Status	Reg. No.	Serial No.
6/4/2013	CDW - Stylized (new logo - oval)	U.S.	35,37,38,42	Active	4,346,948	85/979,205
6/4/2013	CDW	U.S.	35,37,38,42	Active	4,346,947	85/979,134
6/4/2013	CDW - Stylized (new logo- box)	U.S.	35,37,38,42	Active	4,346,946	85,979,133