

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDW LLC		01/20/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	270 Park Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6102776	CDW AMANDA	
Registration Number:	6061915	CDW BLUEPRINT TO DESIGN	
Registration Number:	5398296	HEALTH TECH	
Registration Number:	5970183	IT ORCHESTRATION BY CDW	
Serial Number:	88650864	EDTECH	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128622000		
Email:	Jeffrey.Norgle@kirkland.com		
Correspondent Name:	JEFFREY NORGLER		
Address Line 1:	300 NORTH LASALLE		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	33120-0081		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	01/27/2021		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of [•], 2021 (this “Agreement”), among CDW LLC (successor by merger to CDW Corporation) (“Grantor”) and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “Administrative Agent”) for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of June 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, CDW Corporation, the Subsidiaries of Grantor party thereto and the Administrative Agent. Under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative 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 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.

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 Administrative 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”):

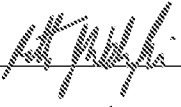
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations 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 (or any successor office), and all extensions or renewals thereof, including those registrations and applications listed on Schedule I (the “Trademarks”);
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all assets, rights and interests that uniquely reflect or embody such goodwill; and
- (d) all causes of action arising prior to or after the date hereof for infringement of any trademark or unfair competition regarding the same.

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

Title: VP & Treasurer

Schedule I:**U.S. Trademark Registrations**

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
CDW LLC	CDW AMANDA	88/127,562	9/21/2018	6,102,776	7/14/2020
CDW LLC	CDW Blueprint to Design	88/404,739	4/26/2019	6,061,915	5/26/2020
CDW LLC	Health Tech	87/351,239	2/27/2017	5,398,296	2/6/2018
CDW LLC	IT Orchestration by CDW	87/982,045	5/7/2018	5,970,183	1/28/2020

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
CDW LLC	EdTech	88/650,864	10/11/2019	N/A	N/A