

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Berbee Information Networks Corporation	10/12/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Lehman Commercial Paper Inc.
<b>Street Address:</b>	745 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11140139
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)822-5131
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2125305131
<b>Email:</b>	jgonder@milbank.com
<b>Correspondent Name:</b>	Jason M. Gonder
<b>Address Line 1:</b>	1 Chase Manhattan Plaza
<b>Address Line 2:</b>	Milbank, Tweed, Hadley & McCloy LLP
<b>Address Line 4:</b>	New York, NEW YORK 10005
<b>ATTORNEY DOCKET NUMBER:</b>	28490-27101
<b>NAME OF SUBMITTER:</b>	Jason M. Gonder

Total Attachments: 6  
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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 12, 2007 (this "Agreement"), among BERBEE INFORMATION NETWORKS CORPORATION ("Grantor") and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of October 12, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among CDW Corporation, an Illinois corporation, VH MergerSub, Inc., an Illinois corporation (which on the Closing Date shall be merged with and into CDW Corporation), the Guarantors party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Term Loan Agreement dated as of October 12, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as defined therein), the lenders party thereto (the "Lenders"), Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent"), Lehman Brothers Inc., as joint lead arranger and joint bookrunner, J.P. Morgan Securities Inc., as joint lead arranger and joint bookrunner, Morgan Stanley Senior Funding, Inc., as joint bookrunner and co-syndication agent, Deutsche Bank Securities Inc., as joint bookrunner and co-syndication agent, and JPMorgan Chase Bank, N.A., as co-syndication agent. Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(c) and Section 3.02(c) 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. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this 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 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 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 "Patent Collateral"):

- (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office listed on Schedule I and II (the "Patents");
- (b) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and all inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) the right to sue third parties for past, present and future infringements of any Patent; and

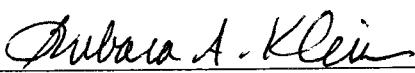
(d) all proceeds of and any right associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the other parties hereto with respect to the Patent 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.

BERBEE INFORMATION NETWORKS  
CORPORATION

By:   
Name: Barbara A. Klein  
Title: Chief Financial Officer/Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BERBEE INFORMATION NETWORKS  
CORPORATION

By: Barbara A. Klein  
Name: Barbara A. Klein  
Title: Chief Financial Officer/Senior Vice President

LEHMAN COMMERCIAL PAPER INC.,  
as Collateral Agent,

By: Michael C. Morawc

Name:

Title:

By: Michael C. Morawc

Name:

Title:

*Schedule II*

Patent Application

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
Berbee Information Networks Corporation	Method and system for broadcasting audio transmissions over a network	11/140139	5/27/2005