

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CDW LLC	12/17/2010
RECEIVING PARTY DATA	
Name:	Morgan Stanley & Co. Incorporated
Street Address:	1 Pierrepont Plaza
Internal Address:	7th Floor
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7660748
Application Number:	12494536
Application Number:	12698267
CORRESPONDENCE DATA	
Fax Number:	(212)822-5096
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	nbrowand@milbank.com
Correspondent Name:	Milbank, Attn: Nathaniel T. Browand
Address Line 1:	One Chase Manhattan Plaza
Address Line 4:	New York, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	57000-26900
NAME OF SUBMITTER:	Nathaniel T. Browand

Total Attachments: 7
 source=CDW - First Amendment to Patent Security Agreement#page1.tif

501384261

PATENT
REEL: 025526 FRAME: 0657

CH \$120.00 7660748

source=CDW - First Amendment to Patent Security Agreement#page2.tif
source=CDW - First Amendment to Patent Security Agreement#page3.tif
source=CDW - First Amendment to Patent Security Agreement#page4.tif
source=CDW - First Amendment to Patent Security Agreement#page5.tif
source=CDW - First Amendment to Patent Security Agreement#page6.tif
source=CDW - First Amendment to Patent Security Agreement#page7.tif

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT, dated as of December 17, 2010 (this "First Amendment"), among CDW LLC (successor by merger to CDW Corporation) (the "Grantor") and MORGAN STANLEY & CO. INCORPORATED (as successor to Lehman Commercial Paper Inc.), as Collateral Agent (the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent are parties to a Patent Security Agreement, dated as of October 12, 2007 (the "Patent 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 (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 December 17, 2010 (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 loans under the Credit Agreement (as defined below) and the other Loan Obligations and to pledge and grant to the Collateral Agent a security interest in the Collateral to secure the Senior Secured Notes (as defined below) and the other Obligations (including the Loan Obligations);

WHEREAS, Morgan Stanley Senior Funding, Inc. (as successor to Lehman Commercial Paper Inc.), as administrative agent and the Lenders (as defined below) have provided a loan facility to the Grantor pursuant to that certain Term Loan Agreement dated as of October 12, 2007, as amended and restated as of March 12, 2008, as amended by Amendment No. 1, dated as of November 4, 2009 and Amendment No. 2, dated as of December 2, 2010 ("Amendment No. 2"), and as otherwise modified and supplemented and in effect from time to time (the "Credit Agreement"), among the Grantor, CDW Corporation, the Subsidiary Guarantors party thereto, the lenders from time to time party thereto (the "Lenders"), the Administrative Agent, the Collateral Agent, 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;

WHEREAS, the Grantor, CDW Corporation, the Subsidiary Guarantors party thereto, the Administrative Agent and certain of the Lenders have agreed, pursuant to Amendment No. 2, among other things, to extend the maturity date applicable to certain of the term loans under the Credit Agreement and to increase the interest rate margin payable on such extended term loans;

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 First 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 Patent 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 Loan Obligations (other than contingent obligations), the Grantor, pursuant to the Original Security Agreement, did and hereby does, confirm the grant to the Collateral Agent, its successors and assigns, for the benefit of the Loan Secured Parties, of the security interest originally granted by it on October 12, 2007 in this Agreement in, and as security for the payment or performance, as the case may be, in full of the Obligations (other than contingent obligations), the Grantor, pursuant to the Security Agreement, did and hereby does upon the effectiveness of the First Amendment to this Agreement, 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 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 “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. Continuing Effect; No Other Waivers or Amendments. This First Amendment shall not constitute an amendment or waiver of or consent to any provision of the Patent 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.

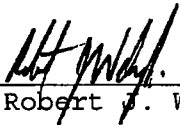
SECTION 4. Counterparts. This First Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same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

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

* * *

IN WITNESS WHEREOF, the parties hereto have caused this First 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

Signature Page to First Amendment to Patent Security Agreement (CDW LLC)

#4828-0680-2696

PATENT
REEL: 025526 FRAME: 0662

MORGAN STANLEY & CO. INCORPORATED, as
Collateral Agent for Secured Parties

By:  _____

Name:

Title:

By: _____

Name:

Title:

Signature Page to First Amendment to Patent Security Agreement (CDW LLC)

#4828-0680-2696

PATENT
REEL: 025526 FRAME: 0663

Schedule I

Registered Patents

Title	Country (Jurisdiction)	Serial Number	Filed Date	Status	Date Approved	Owner	Patent No.
Website user account linking	U.S.	11/453,527	6/15/2006	Approved	2/9/2010	CDW LLC	7,660,748 B2

Schedule II

Patent Applications

Title	Country (Jurisdiction)	Serial Number	Filed Date	Status	Date Approved	Owner	Patent No.
Session Collaborator	U.S.	12/494,536	6/30/2009	Pending	N/A	CDW LLC	N/A
Website User Account Linking	U.S.	12/698,267	2/2/2010	Pending	N/A	CDW LLC	N/A