

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CDW Corporation		10/12/2007	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1649113	CDW
Registration Number:	2325742	CDW
Registration Number:	1741908	CDW
Registration Number:	2527422	CDW G
Registration Number:	3041321	CDW SOLUTIONEDGE
Registration Number:	2706862	CDW. THE RIGHT TECHNOLOGY. RIGHT AWAY.
Registration Number:	2614744	CDW-G
Registration Number:	2573412	CDW-G @ WORK A CDW-G WEB SITE BUILT FOR YOU
Registration Number:	2581759	CDW-G@WORK
Registration Number:	2799972	EVERYTHING WE DO REVOLVES AROUND THE CUSTOMER
Registration Number:	1616162	MACWAREHOUSE
Registration Number:	1623069	MICROWAREHOUSE
Registration Number:	3032101	TEACHERS TALK TECH
Registration Number:	3032167	TEACHERS TALK TECH

CH \$390.00 1649113

Registration Number:

3241077

THE RIGHT TECHNOLOGY. RIGHT AWAY.

**CORRESPONDENCE DATA**

Fax Number: (212)822-5131

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2125305131

Email: jgonder@milbank.com

Correspondent Name: Jason Gonder

Address Line 1: 1 Chase Manhattan Plaza

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:

28490-27101

NAME OF SUBMITTER:

Jason M Gonder

Signature:

/Jason M Gonder/

Date:

11/20/2007

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2007 (this "Agreement"), among CDW 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 "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, and all extensions or renewals thereof, including those registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I and II (the "Trademarks");

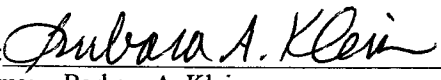
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. ***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 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 CORPORATION

By:   
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 I*

U.S. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CDW Corporation	CDW	1649113	6/25/1991
CDW Corporation	CDW <i>and Design</i> 	2325742	3/7/2000
CDW Corporation	CDW <i>and Design</i>	1741908	12/22/1992
CDW Corporation	CDW G <i>and Design</i> 	2527422	1/8/2002
CDW Corporation	CDW SOLUTIONEDGE <i>Block Letters</i> CDW SOLUTIONEDGE	3041321	1/10/2006
CDW Corporation	CDW. THE RIGHT TECHNOLOGY. RIGHT AWAY	2706862	4/15/2003
CDW Corporation	CDW-G	2614744	9/3/2002
CDW Corporation	CDW-G @ WORK A CDW WEB SITE BUILT FOR YOU <i>and Design</i> 	2573412	5/28/2002
CDW Corporation	CDW-G@WORK	2581759	6/18/2002
CDW Corporation	EVERYTHING WE DO REVOLVES AROUND THE CUSTOMER	2799972	12/30/2003
CDW SAC, Inc. <sup>1</sup>	MACWAREHOUSE	1616162	10/2/1990
CDW SAC, Inc. <sup>2</sup>	MICROWAREHOUSE	1623069	11/13/1990

<sup>1</sup> On or before November 12, 2007, Grantor shall file documentation with the United States Patent and Trademark Office sufficient to place record ownership of this trademark in CDW Corporation.

<sup>2</sup> On or before November 12, 2007, Grantor shall file documentation with the United States Patent and Trademark Office sufficient to place record ownership of this trademark in CDW Corporation.

**EXECUTION COPY**

<u>Record Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CDW Corporation	TEACHERS TALK TECH <i>Stylized Letters</i> <i>Teachers Talk Tech</i>	3032101	12/20/2005
CDW Corporation	TEACHERS TALK TECH <i>Block Letters</i>	3032167	12/20/2005
CDW Corporation	THE RIGHT TECHNOLOGY. RIGHT AWAY <i>Block Letters</i>	3241077	5/15/2007