

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CDW Corporation		12/31/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	CDW LLC
Street Address:	200 N. Milwaukee Avenue
City:	Vernon Hills
State/Country:	ILLINOIS
Postal Code:	60061
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	75768384	BERBEE
Serial Number:	75768389	BERBEE
Serial Number:	77354440	BUSINESS REARVIEW MIRROR
Serial Number:	74079082	CDW
Serial Number:	74198334	CDW
Serial Number:	75573067	CDW
Serial Number:	78519598	CDW SOLUTIONEDGE
Serial Number:	76247183	CDW-G
Serial Number:	76246833	CDW G
Serial Number:	73764669	MACWAREHOUSE
Serial Number:	74018623	MICROWAREHOUSE
Serial Number:	77453288	STORE IN A TRUCK
Serial Number:	78512361	TEACHERS TALK TECH

OP \$415.00 75768384

900153428

**TRADEMARK
 REEL: 004140 FRAME: 0428**

Serial Number:	78507731	TEACHERS TALK TECH
Serial Number:	77841202	THE GUYS BEHIND THE GUY
Serial Number:	76653305	THE RIGHT TECHNOLOGY. RIGHT AWAY.

CORRESPONDENCE DATA

Fax Number: (312)474-0448
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3124746300
Email: docket@marshallip.com
Correspondent Name: Marshall Gerstein & Borun LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 6300
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	31150/10033
NAME OF SUBMITTER:	Gregory J. Chinlund
Signature:	/gjc/
Date:	01/29/2010

Total Attachments: 5
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source=cdwllc#page4.tif
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Form **LLC-37.25**

April 2008

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by check or money order payable to Secretary of State. Filing fee is \$100, but if merger or more than two entities, \$50 for each additional entity.

Illinois
Limited Liability Company Act
Articles of Merger

SUBMIT IN DUPLICATE

Must be typewritten.

This space for use by Secretary of State.

Date: 12/31/09
Filing Fee: \$ 100.00
Approved: 13

ASSIGNED FILE #: 02909227

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FILED

DEC 31 2009

**JESSE WHITE
SECRETARY OF STATE**

1. Names of Entities proposing to merge, and State or Country of Organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File Number (if any)
<u>CDW Corporation</u>	<u>Corporation</u>	<u>Illinois</u>	<u>5838-520-4</u>
<u>CDWC LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>02909227</u>

2. The plan of merger has been approved and signed by each Limited Liability Company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

3. a. Name of Surviving Entity: CDWC LLC

b. Address of Surviving Entity: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061

4. Effective date of merger: (check one)

a. the filing date, or

b. a later date, but not more than 30 days subsequent to the filing date: _____
Month, Day, Year

5. All Limited Liability Companies that are parties to this merger and were on record with the Illinois Secretary of State prior to Jan. 1, 1998, have elected in their operating agreements to be governed by the Amendatory Act of 1997.

6. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:

The new name of the limited liability company is CDW LLC.



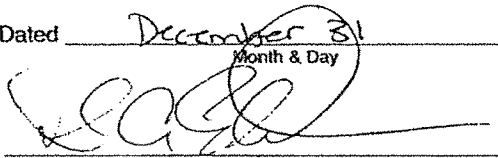
LLC-37.25


7. For the Limited Liability Companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
CDWC LLC	Illinois	12/31/09	

8. If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.
9. The undersigned entities caused these Articles of Merger to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

Dated December 31, 2009
Month & Day Year

1. 
 Signature
 John A. Edwardson, Chairman and CEO
 Name and Title (type or print)
 CDW Corporation
 Name if a Corporation or other Entity

2. 
 Signature
 John A. Edwardson, Manager
 Name and Title (type or print)
 CDWC LLC
 Name if a Corporation or other Entity

3. _____
 Signature

 Name and Title (type or print)

 Name if a Corporation or other Entity

4. _____
 Signature

 Name and Title (type or print)

 Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
 Carbon copy, photocopy or rubber stamp signatures
 may only be used on conformed copies.**



Printed on recycled paper.
 Printed by authority of the State of Illinois. May 2008 - 1M - LLC 30.2

AGREEMENT AND PLAN OF MERGER

OF

CDW CORPORATION

an Illinois corporation,

AND

CDWC LLC

an Illinois limited liability company,

*In accordance with the provisions of Section 11.39
of the Business Corporation Act of the State of Illinois*

THIS AGREEMENT AND PLAN OF MERGER made and entered into this 31st day of December, 2009, by and between CDW CORPORATION ("CORPORATION"), an Illinois corporation and CDWC LLC ("CDWC"), an Illinois limited liability company:

WITNESSETH, that:

WHEREAS, the Directors and sole Shareholder of CORPORATION and the sole Member and Managers of CDWC deem it advisable that CORPORATION merge into CDWC on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the Limited Liability Company Act of the State of Illinois, as amended, and the Business Corporation Act of Illinois, as amended, each of which permits such merger;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained the parties hereby agree as follows:

FIRST: CORPORATION, which is a corporation organized in the State of Illinois, and which is sometimes hereinafter referred to as the "Terminating Corporation," shall be merged (the "Merger") with and into CDWC, which is a limited liability company organized in the State of Illinois, and which is sometimes hereinafter referred to as the "Surviving Company." The Business Corporation Act of the State of Illinois permits the merger of a business corporation of said jurisdiction with and into a limited liability company of said jurisdiction.

SECOND: The separate existence of the Terminating Corporation shall cease upon the Effective Date of the Merger in accordance with the provisions of the Business Corporation Act of the State of Illinois.

THIRD: The Surviving Company shall continue its existence and upon the Effective Date of the Merger the Surviving Company shall change its name to CDW LLC pursuant to the provisions of the Illinois Limited Liability Company Act.

FOURTH: The Agreement and Plan of Merger shall be submitted to the Board of Directors and sole Shareholder of the Terminating Corporation in accordance with the laws of the State of Illinois and to the Board of Managers and the sole Member of the Surviving Company in accordance with the laws of the State of Illinois.

FIFTH: Upon the Effective Date of the Merger, each of the issued and outstanding shares of the Terminating Corporation shall be, by virtue of the Merger and without any action by the Terminating Corporation or Surviving Company or any other person, cancelled and no cash or securities or other property shall be payable to Terminating Corporation in respect thereof.

SIXTH: Each Common Unit of the Surviving Company issued and outstanding on the Effective Date shall continue to be issued and outstanding following the Effective Date and shall represent one Common Unit of the Surviving Company.

SEVENTH: The Articles of Organization of the Surviving Company as they exist on the Effective Date shall be the Articles of Organization of the Surviving Company following the Effective Date, amended to change the name as stated in Article Third of this Agreement and Plan of Merger.

EIGHTH: The Operating Agreement of the Surviving Company as it exists on the Effective Date shall be the Operating Agreement of the Surviving Company following the Effective Date, amended to change the name as stated in Article Third of this Agreement and Plan of Merger.

NINTH: The Managers of the Surviving Company as they exist on the Effective Date shall be the Managers of the Surviving Company following the Effective Date, and such persons shall serve as Managers for the terms provided for in the Operating Agreement or until their respective successors are elected and qualified.

TENTH: The Effective Date of the Merger shall be as of the close of business on December 31, 2009, immediately following the merger of CDW Government, Inc., a wholly-owned subsidiary of the Terminating Corporation, into CDWG LLC, also a wholly-owned subsidiary of the Terminating Corporation.

ELEVENTH: If, at any time, the Surviving Company shall consider or be advised that any acknowledgements or assurance in law or any similar action are necessary or desirable in order to acknowledge or confirm in and to the Surviving Company any right, title or interest of the Terminating Corporation held immediately prior to the Effective Date, the Terminating Corporation and its proper officers and directors shall execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company as shall be necessary to carry out the purposes of the Agreement and Plan of Merger, and the Surviving Company and the proper officers and managers thereof are fully authorized to take any and all such action in the name of the Terminating Corporation or otherwise.

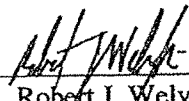
TWELFTH: This Agreement and Plan of Merger may be terminated and abandoned by action of either party hereto at any time prior to the filing date whether before or after approval

by the sole Shareholder of the Terminating Corporation and the sole Member of the Surviving Company.

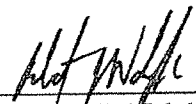
THIRTEENTH: The Parties intend that the Merger will be treated as a reorganization under Internal Revenue Code Section 368(a)(1)(F).

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement and Plan of Merger to be executed by their respective officers thereunto duly authorized all as of the date first written above.

CDW CORPORATION,
an Illinois Corporation

By: 
Robert J. Welyki
Vice President and Treasurer

CDWC LLC, an Illinois Limited
Liability Company

By: 
Robert J. Welyki
Vice President and Treasurer