

**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 LLC		12/17/2010	LIMITED LIABILITY COMPANY: ILLINOIS

**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
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2370946	BERBEE
Registration Number:	2387600	BERBEE
Registration Number:	3476006	BUSINESS REARVIEW MIRROR
Registration Number:	1649113	CDW
Registration Number:	2325742	CDW
Registration Number:	1741908	CDW
Registration Number:	2527422	CDW G
Registration Number:	3041321	CDW SOLUTIONEDGE
Registration Number:	2614744	CDW-G
Registration Number:	1616162	MACWAREHOUSE
Registration Number:	1623069	MICROWAREHOUSE
Registration Number:	3032101	TEACHERS TALK TECH
Registration Number:	3032167	TEACHERS TALK TECH

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**900179244**

**TRADEMARK**  
**REEL: 004436 FRAME: 0630**

Registration Number:	3241077	THE RIGHT TECHNOLOGY. RIGHT AWAY.
Registration Number:	2859482	CUSTOMER MARKETING OPERATIONS AND PURCHASING COWORKER SERVICES SALES AND TRAINING INFORMATION TECHNOLOGY FINANCE
Registration Number:	3848265	STORE IN A TRUCK
Serial Number:	85118861	CDW. PEOPLE WHO GET IT.
Serial Number:	85119456	PEOPLE WHO GET IT.
Serial Number:	85141344	CDW
Serial Number:	85141350	CDW
Serial Number:	85141359	CDW
Serial Number:	85141365	CDW-G
Serial Number:	85141704	CDW-G

**CORRESPONDENCE DATA**

Fax Number: (212)822-5096

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

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Attn: Nathaniel T. Browand

Address Line 1: 1 Chase Manhattan Plaza

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	57000-26900
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	12/20/2010

**Total Attachments: 7**

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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

FIRST AMENDMENT TO TRADEMARK 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 Trademark Security Agreement, dated as of October 12, 2007 (the "Trademark 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 Trademark 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 “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. 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 Trademark 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.

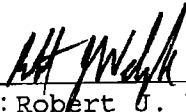
SECTION 4. Counterparts. This First Amendment may be executed in any number of separate counterparts by the parties hereto (including by telecopy or via electronic mail), each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same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

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

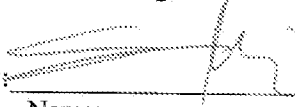
By:   
Name: Robert G. Welyki  
Title: Vice President, Treasurer and  
Assistant Secretary

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

#4837-5078-3496

**TRADEMARK**  
**REEL: 004436 FRAME: 0635**

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

By:   
\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Schedule I**

Registered Trademarks

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
BERBEE	U.S.	75768384	7/30/1999	2370946	7/25/2000	CDW LLC
BERBEE <i>and Design</i>	U.S.	75768389	7/30/1999	2387600	9/19/2000	CDW LLC
BUSINESS REARVIEW MIRROR	U.S.	77354440	12/18/2007	3476006	7/29/2008	CDW LLC
CDW	U.S.	74079082	7/17/1990	1649113	6/25/1991	CDW LLC
CDW <i>and Design</i>	U.S.	75573067	10/19/1998	2325742	3/7/2000	CDW LLC
CDW <i>and Design</i>	U.S.	74198334	8/26/1991	1741908	12/22/1992	CDW LLC
CDW G <i>and Design</i>	U.S.	76246833	4/26/2001	2527422	1/8/2002	CDW LLC
CDW SOLUTIONEDGE <i>Block Letters</i>	U.S.	78519598	11/18/2004	3041321	1/10/2006	CDW LLC
CDW-G	U.S.	76247183	4/26/2001	2614744	9/3/2002	CDW LLC
MACWAREHOUSE	U.S.	73467289	11/21/1988	1616162	10/2/1990	CDW LLC
MICROWAREHOUSE	U.S.	74018623	1/12/1990	1623069	11/13/1990	CDW LLC
TEACHERS TALK TECH <i>Stylized Letters</i>	U.S.	78507731	10/28/2004	3032101	12/20/2005	CDW LLC
TEACHERS TALK TECH <i>Block Letters</i>	U.S.	78512361	11/5/2004	3032167	12/20/2005	CDW LLC
THE RIGHT TECHNOLOGY. RIGHT AWAY <i>Block Letters</i>	U.S.	76653305	1/10/2006	3241077	5/15/2007	CDW LLC
Customer Marketing Operations and Purchasing Coworker Services Sales and Training Information Technology Finance <i>Atom Design</i>	U.S.	26467290	11/6/2002	2859482	7/6/2004	CDW LLC
STORE IN A TRUCK	U.S.	77453288	9/29/2009	3848265	9/14/2010	CDW LLC



*Schedule II*

Trademark Applications

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
CDW. PEOPLE WHO GET IT.	U.S.	85118861	8/30/2010	N/A	N/A	CDW LLC
PEOPLE WHO GET IT.	U.S.	85119456	8/31/2010	N/A	N/A	CDW LLC
CDW	U.S.	85141344	9/30/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i>	U.S.	85141350	9/29/2010	N/A	N/A	CDW LLC
CDW <i>Stylized Letters</i>	U.S.	85141359	9/29/2010	N/A	N/A	CDW LLC
CDW G	U.S.	85141365	9/29/2010	N/A	N/A	CDW LLC
CDW G <i>Stylized Letters</i>	U.S.	85141704	9/30/2010	N/A	N/A	CDW LLC