

**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 |          | 06/24/2011     | LIMITED LIABILITY COMPANY: ILLINOIS |

**RECEIVING PARTY DATA**

|                   |  |
|-------------------|--|
| Name:             | JPMorgan Chase Bank, N.A., as administrative agent |
| Street Address:   | 4 New York Plaza                                   |
| Internal Address: | Floor 4  |
| City:             | New York   |
| State/Country:    | NEW YORK   |
| Postal Code:      | 10004  |
| Entity Type:      | National Banking Association: UNITED STATES        |

**PROPERTY NUMBERS Total: 22**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|--|
| 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   |
| Registration Number: | 3241077 | THE RIGHT TECHNOLOGY. RIGHT AWAY.                                |
|                      |         | CUSTOMER MARKETING OPERATIONS AND PURCHASING<br><b>TRADEMARK</b> |

CH \$565.00 3476006

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 2859482  | COWORKER SERVICES SALES AND TRAINING<br>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  |
| Serial Number:       | 85223018 | BERBEE   |

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3129932647  
Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
Address Line 1: 233 S. Wacker Drive, Suite 5800  
Address Line 2: c/o Latham & Watkins LLP  
Address Line 4: Chicago, ILLINOIS 60606-6401

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 035909-0021    |
| NAME OF SUBMITTER:      | Zeynep Gieseke |
| Signature:              | /zg/           |
| Date:                   | 06/27/2011     |

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2011 (this "Agreement"), is entered into by and among CDW LLC ("Grantor") and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of June 24, 2011 (as amended, re-stated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among CDW LLC, an Illinois limited liability company (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to the Borrower subject to the terms and conditions set forth in the Revolving Loan Credit Agreement dated as of June 24, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the Lenders, JPMorgan Chase Bank, N.A., as Administrative Agent (as defined therein) for the Lenders, Deutsche Bank Securities Inc. ("DBSI") and J.P. Morgan Securities LLC ("J.P. Morgan"), as joint lead arrangers for the Credit Facilities (as defined therein), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), Merrill Lynch, Pierce Fenner & Smith Incorporated ("MLPFS"), GE Capital Markets Inc., Barclays Capital, the investment banking division of Barclays Bank PLC ("Barclays Bank") and Wells Fargo Capital Finance, LLC ("WFCF"), as joint bookrunners, DBSI and General Electric Capital Corporation ("GECC"), as Co-Collateral Agents (as defined therein), GE Commercial Distribution Finance Corporation ("GECDFC"), as Floorplan Funding Agent (as defined therein), DBSI, as syndication agent, and Morgan Stanley, Bank of America, N.A., GECC, Barclays Bank and WFCF, as co-documentation agents. 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 Administrative 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 Administrative Agent herein are granted solely in furtherance, and not in limitation or expansion, of the security interests granted to the Administra-

tive Agent pursuant to the Security Agreement. The Administrative 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 LLC

By: 

Name: Robert J. Welyki

Title: Vice President, Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004570 FRAME: 0624**

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

By:           A. B. Kern            
Name: Arn B. Kerns  
Title: Vice President

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

[Signature Page to Trademark Security Agreement]

*Schedule I*

Trademark Registrations

| Registered Owner | Mark  | Jurisdiction            | Registration No. | Expiration Date |
|------------------|---|-------------------------|------------------|-----------------|
| CDW LLC          | BUSINESS REARVIEW MIRROR  | U.S.                    | 3476006          | 7/29/2018       |
| CDW LLC          | CDW   | U.S.                    | 1649113          | 6/25/2011       |
| CDW LLC          | CDW<br><i>and Design</i>  | U.S.                    | 2325742          | 3/7/2020        |
| CDW LLC          | CDW<br><i>and Design</i>  | U.S.                    | 1741908          | 12/22/2012      |
| CDW LLC          | CDW-G<br>and Design   | U.S.                    | 2527422          | 1/8/2012        |
| CDW LLC          | CDW SOLUTIONEDGE <i>Block Letters</i>   | U.S.                    | 3041321          | 1/10/2016       |
| CDW LLC          | CDW-G   | U.S.                    | 2614744          | 9/3/2012        |
| CDW LLC          | MACWAREHOUSE  | U.S.                    | 1616162          | 10/2/2020       |
| CDW LLC          | MICROWAREHOUSE  | U.S.                    | 1623069          | 11/13/2020      |
| CDW LLC          | TEACHERS TALK TECH <i>Stylized Letters</i>  | U.S.                    | 3032101          | 12/20/2015      |
| CDW LLC          | TEACHERS TALK TECH<br><i>Block Letters</i>  | U.S.                    | 3032167          | 12/20/2015      |
| CDW LLC          | THE RIGHT TECHNOLOGY.<br>RIGHT AWAY<br><i>Block Letters</i>   | U.S.                    | 3241077          | 5/15/2017       |
| CDW LLC          | Customer Marketing Operations and<br>Purchasing Coworker Services<br>Sales and Training Information<br>Technology Finance<br><i>Atom Design</i> | U.S.                    | 2859482          | 7/6/2014        |
| CDW LLC          | STORE IN A TRUCK  | U.S.                    | 3848265          | 9/14/2020       |
| CDW LLC          | COMPUTER DISCOUNT<br>WAREHOUSE  | U.S. State-<br>Illinois | 67867            | 1/9/2016        |
| CDW LLC          | COMPUTER DISCOUNT<br>WAREHOUSE  | U.S. State-<br>Illinois | 67865            | 1/9/2016        |
| CDW LLC          | COMPUTER DISCOUNT<br>WAREHOUSE  | U.S. State-<br>Illinois | 67864            | 1/9/2016        |
| CDW LLC          | COMPUTER DISCOUNT<br>WAREHOUSE  | U.S. State-<br>Illinois | 67863            | 1/9/2016        |
| CDW LLC          | COMPUTER DISCOUNT<br>WAREHOUSE  | U.S. State-<br>Illinois | 67862            | 1/9/2016        |
| CDW LLC          | COMPUTER DISCOUNT<br>WAREHOUSE  | U.S. State-<br>Illinois | 67866            | 1/9/2016        |

*Schedule II*

Trademark Applications

| <b>Registered Owner</b> | <b>Mark</b>                          | <b>Jurisdiction</b> | <b>Serial No.</b> | <b>Filing Date</b> |
|-------------------------|--------------------------------------|---------------------|-------------------|--------------------|
| CDW LLC                 | CDW. PEOPLE WHO GET IT. <sup>1</sup> | U.S.                | 85118861          | 8/30/2010          |
| CDW LLC                 | PEOPLE WHO GET IT.                   | U.S.                | 85119456          | 8/31/2010          |
| CDW LLC                 | CDW                                  | U.S.                | 85141344          | 9/29/2010          |
| CDW LLC                 | CDW<br><i>Stylized Letters</i>       | U.S.                | 85141350          | 9/29/2010          |
| CDW LLC                 | CDW<br><i>Stylized Letters</i>       | U.S.                | 85141359          | 9/29/2010          |
| CDW LLC                 | CDW-G                                | U.S.                | 85141365          | 9/29/2010          |
| CDW LLC                 | CDW-G<br><i>Stylized Letters</i>     | U.S.                | 85141704          | 9/30/2010          |
| CDW LLC                 | BERBEE <sup>2</sup>                  | U.S.                | 85223018          | 1/21/2011          |

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<sup>1</sup> Intent-to-use trademark application.

<sup>2</sup> Intent-to-use trademark application