

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Raritan Americas, Inc.		04/30/2012	CORPORATION: NEW JERSEY
Raritan, Inc.		04/30/2012	CORPORATION: DELAWARE
RIIP, Inc.		04/30/2012	CORPORATION: DELAWARE
Raritan Technologies, Inc.		04/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association (successor by merger to Wachovia Bank, National Association)
Street Address:	100 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017-5562
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77333193	BRILLIANT POWER
Serial Number:	77332790	BRILLIANT POWER
Serial Number:	77332735	BRILLIANT POWER
Registration Number:	2368648	CAT5 REACH
Registration Number:	3046577	CAT5 SIMPLICITY
Registration Number:	2866085	COMMANDCENTER
Registration Number:	2138437	COMPUSWITCH
Serial Number:	85140104	DCTRACK
Registration Number:	2873411	DOMINION
Registration Number:	2456301	FIBERREACH

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Registration Number:	2136827	GUARDIAN
Registration Number:	2136310	
Registration Number:	2921215	IP-REACH
Registration Number:	3354685	MASTERCONSOLE
Registration Number:	2215123	PARAGON
Registration Number:	3010168	PARAGON MANAGER
Registration Number:	3010239	PC SHARE
Registration Number:	3758251	POWER IQ
Registration Number:	3556183	PX
Registration Number:	2171814	RARITAN
Registration Number:	2446817	SWITCHMAN
Registration Number:	3278279	VIDEOSHARE
Registration Number:	2983630	WHEN YOU'RE READY TO TAKE CONTROL

CORRESPONDENCE DATA

Fax Number: 2155572049

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (215) 988-6991

Email: tarbox@blankrome.com

Correspondent Name: Olivia H. Tarbox, Paralegal

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	025832-01035
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	05/11/2012

Total Attachments: 6

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This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 20th day of April, 2012, among the Loan Parties listed on the signature pages hereof (collectively, jointly and severally, "Loan Parties" and each individually "Loan Party"), and Wells Fargo Bank, National Association (successor by merger to Wachovia Bank, National Association), a national banking association (together with its successors, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of January 17, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Raritan Americas, Inc., as borrower ("Borrower"), Raritan, Inc., RHP, Inc. and Raritan Technologies, Inc., as obligors, and Secured Party, as lender, Secured Party is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Loan Parties entered into the Trademark Security Agreement, dated as of January 17, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), in favor of Secured Party.

WHEREAS, since entering into the Trademark Security Agreement one or more of the Loan Parties have acquired additional Trademarks (the "New Trademarks").

WHEREAS, Loan Parties and Secured Party desire to amend the Trademark Security Agreement by adding the New Trademarks to the Trademarks listed on Schedule I to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties and Secured Party hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. AMENDMENT. Schedule I to the Trademark Security Agreement is amended, restated and replaced in its entirety with Schedule I to this Amendment. Each Loan Party, as applicable, hereby affirms all grants (including the grant of a lien and security interest), covenants, agreements, representations, and warranties (except to the extent expressly relating to an earlier date) contained in the Trademark Security Agreement, as amended hereby, each and all of which are and shall remain applicable to the New Trademarks of such Loan Party.

3. INCORPORATION. This Amendment shall be deemed incorporated into and made a part of the Trademark Security Agreement. No reference to this Amendment need be made in any of the Financing Agreements (as defined in the Loan Agreement), and any reference in any of the Financing Agreements to the Trademark Security Agreement shall be deemed a reference to the Trademark Security Agreement as modified hereby, and to include this Amendment. Except as modified hereby, all terms and conditions of the Trademark Security Agreement shall remain in effect in accordance with their original tenor.

4. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Delivery of any executed counterpart of a signature page to this Amendment by facsimile or other electronic transmission shall bind the parties.


5. GOVERNING LAW. The validity, interpretation and enforcement of this Amendment and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of

conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

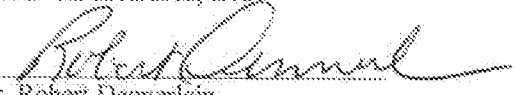
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Loan Party has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

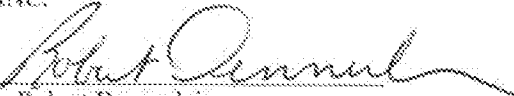
RARITAN, INC.

By: 
Name: Robert Dennerlein
Title: Chief Financial Officer

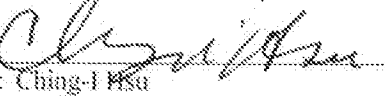
RARITAN AMERICAS, INC.

By: 
Name: Robert Dennerlein
Title: Vice President

RIP, INC.

By: 
Name: Robert Dennerlein
Title: Vice President

RARITAN TECHNOLOGIES, INC.

By: 
Name: Ching-I Hsu
Title: Chairman & CEO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Peter Gannon
Title: Vice President

IN WITNESS WHEREOF, each Loan Party has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

RARITAN, INC.

By:
Name: Robert Dennerlein
Title: Chief Financial Officer

RARITAN AMERICAS, INC.

By:
Name: Robert Dennerlein
Title: Vice President

RIP, INC.

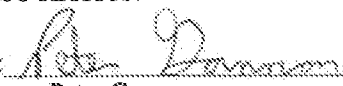
By:
Name: Robert Dennerlein
Title: Vice President

RARITAN TECHNOLOGIES, INC.

By:
Name: Ching-I Hsu
Title: Chairman & CEO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Peter Gannon
Title: Vice President

SCHEDULE I
to
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS: RIIP, INC.

TMID	Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
115285-010300/US	United States of America	BRILLIANT POWER	77/333,193	19-Nov-2007		
115285-010301/US	United States of America	BRILLIANT POWER	77/332,790	19-Nov-2007		
115285-010302/US	United States of America	BRILLIANT POWER	77/332,735	19-Nov-2007		
115285-010400/US	United States of America	CAT5 REACH	75/784,222	25-Aug-1999	2,368,648	18-Jul-2000
115285-010500/US	United States of America	CAT5 SIMPLICITY	76/448,925	10-Sep-2002	3,046,577	17-Jan-2006
115285-011100	United States of America	COMMANDCENTER	76/476,141	10-Dec-2002	2,866,085	27-Jul-2004
115285-011300	United States of America	COMPUSWITCH	75/177,147	04-Oct-1996	2,138,437	24-Feb-1998
115285-014200/US	United States of America	dcTrack	85/140,104	28-Sep-2010		
115285-011400	United States of America	DOMINION	76/476,144	10-Dec-2002	2,873,411	17-Aug-2004
115285-011500	United States of America	FIBERREACH	75/784,223	25-Aug-1999	2,456,301	29-May-2001
115285-011600	United States of America	GUARDIAN (and design)	75/177,105	04-Oct-1996	2,136,827	17-Feb-1998
115285-012700/US	United States of America	House Logo (Stylized and/or Design)	75/177,148	04-Oct-1996	2,136,310	10-Feb-1998
115285-011800/US	United States of America	IP-REACH	76/476,143	10-Dec-2002	2,921,215	25-Jan-2005
115285-011900	United States of America	MASTERCONSOLE	75/435,897	17-Feb-1998	3,354,685	18-Dec-2007
115285-012100/US	United States of America	PARAGON	75/192,898	04-Nov-1996	2,215,123	29-Dec-1998
115285-012200/US	United States of America	PARAGON MANAGER	76/585,152	06-Apr-2004	3,010,168	01-Nov-2005
115285-012300/US	United States of America	PC SHARE	76/595,123	28-May-2004	3,010,239	01-Nov-2005
115285-012400/US	United States of America	PEPPERCON	79/000,858	19-Jan-2004	3,004,540	04-Oct-2005

TMID	Country	Trademark	Application No	Application Date	Registration No	Registration Date
115285-013900/US	United States of America	POWER IQ	77/429,303	24-Mar-2008	3,758,251	09-Mar-2010
115285-012500/US	United States of America	PX	77/334,943	21-Nov-2007	3,556,183	06-Jan-2009
115285-012600/US	United States of America	RARITAN	75/177,149	04-Oct-1996	2,171,814	07-Jul-1998
115285-013000/US	United States of America	SWITCHMAN	75/574,157	20-Oct-1998	2,446,817	24-Apr-2001
115285-013200/US	United States of America	VIDEOSHARE	76/595,124	28-May-2004	3,278,279	14-Aug-2007
115285-013600/US	United States of America	WHEN YOU'RE READY TO TAKE CONTROL	76/514,619	08-May-2003	2,983,630	09-Aug-2005