

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
Raritan, Inc.		09/07/2012	CORPORATION: DELAWARE
Raritan Americas, Inc.		09/07/2012	CORPORATION: NEW JERSEY
Raritan Technologies, Inc.		09/07/2012	CORPORATION: DELAWARE
RIIP, Inc.		09/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2368648	CAT5 REACH
Registration Number:	3046577	CAT5 SIMPLICITY
Registration Number:	2866085	COMMANDCENTER
Registration Number:	2138437	COMPUSWITCH
Registration Number:	3966160	DCTRACK
Registration Number:	2873411	DOMINION
Registration Number:	2456301	FIBERREACH
Registration Number:	2136310	
Registration Number:	2921215	IP-REACH
Registration Number:	3354685	MASTERCONSOLE
Registration Number:	2215123	PARAGON

OP \$515.00 2368648

Registration Number:	3010168	PARAGON MANAGER
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
Serial Number:	85674156	SECURELOCK
Serial Number:	85674192	S SECURELOCK

CORRESPONDENCE DATA

Fax Number: 2158648900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-864-8407
Email: riordana@ballardspahr.com
Correspondent Name: Ballard Spahr LLP
Address Line 1: 1735 Market Street, 51st Floor
Address Line 2: Attn: Sandra Wintner
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	00140057
NAME OF SUBMITTER:	Sandra Wintner
Signature:	/Sandra Wintner/
Date:	09/10/2012

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is dated as of September 7, 2012 by RARITAN, INC., a corporation organized under the laws of the State of Delaware ("Holdings"), RARITAN AMERICAS, INC., a corporation organized under the laws of the State of New Jersey ("RAM"), RARITAN TECHNOLOGIES, INC., a corporation organized under the laws of the State of Delaware ("Tech") and RIIP, INC., a corporation organized under the laws of the State of Delaware ("RIIP") (each a "Borrower" and collectively "Borrowers") and delivered to PNC Bank, National Association, with a place of business at 1600 Market Street, Philadelphia, PA 19103 ("Agent").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit and Security Agreement of even date herewith among Borrowers, the other persons from time to time joined thereto as borrowers, the financial institutions from time to time party thereto and Agent, as agent for the Lenders (as it may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), under which Borrowers are granting Agent a lien on and security interest in certain assets of Borrowers associated with or relating to services or products sold under Borrowers' trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrowers have adopted, used and are using (or has filed applications for the registration of) the trademarks, service marks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, security interest in and a license for the period while an Event of Default exists under the Loan Agreement to use the Trademarks and the registration thereof, together with all the goodwill of Borrowers associated therewith and represented thereby, as security for all of the Obligations, and Agent desires to have its security interest in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office and other applicable governmental offices.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Borrower grants to Agent for its benefit and the ratable benefit of each Lender a lien on and security interest in all of such Borrower's present and future

right, title and interest in and to the Trademarks, together with all the goodwill of such Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, unless such Borrower reasonably deems such Trademark no longer useful to its business.

3. Each Borrower represents, warrants and covenants to Agent that:

(a) As of the date hereof, the registrations and pending applications within the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) (i) All of the Trademarks (other than applications for the registration thereof which have been filed) set forth on Schedule A as of the date hereof are registered, and with regard to new Trademarks acquired after the date hereof, such new Trademarks that Borrower reasonably deems useful to its business will be registered, and (ii) all of the Trademarks, to Borrower's knowledge, are valid and enforceable;

(c) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Trademarks set forth on Schedule A, and each of such Trademarks is free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (other than to a Borrower and Agent hereunder) and covenants by such Borrower not to sue third persons, other than Permitted Encumbrances;

(d) Such Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Such Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 with respect to the registration and maintenance of the Trademarks registered in the United States and any other applicable statutes, rules and regulations in connection with its registration and maintenance of the Trademarks except where such Borrower reasonably deems that the respective Trademark is no longer useful to its business or failure to comply would not have a Material Adverse Effect on any Borrower; and

(f) Such Borrower has not received written notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks which would have a Material Adverse Effect.

4. Each Borrower further covenants that:

(a) Until all the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, such Borrower will not enter into any agreement,

including, without limitation, license agreements or options, which is inconsistent with such Borrower's obligations under this Agreement or the Loan Agreement or which restrict or impair Agent's rights hereunder.

(b) If such Borrower acquires rights to any new trademarks, service marks or tradenames, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrowing Agent shall give Agent prompt written notice thereof along with an amended Schedule "A" in a commercially reasonable time frame, and no less frequently than annually.

5. So long as this Agreement is in effect and so long as Borrowing Agent has not received notice from Agent that an Event of Default has occurred under the Loan Agreement and that Agent has elected to exercise its rights hereunder: (i) Borrowers shall continue to have the exclusive right to use the Trademarks; and (ii) Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Unless otherwise permitted by the Loan Agreement, each Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, each Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, each Borrower hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Borrower's true and lawful attorney-in-fact, with the power to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit I. Each Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon each Borrowers' performance of all of the obligations under the Loan Agreement and the Other Documents and after all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, Agent shall, at Borrowers' expense, execute and deliver to Borrowing Agent all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrowers on demand by Agent and until so paid shall be added to the principal amount of Obligations to Agent and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrowers shall have the duty, until Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is irrevocably terminated, to (1) prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, except Trademarks reasonably deemed by a Borrower no longer useful in such Borrower's business, (2) to preserve and maintain all rights in the Trademarks, except Trademarks reasonably deemed by a Borrower no longer useful in such Borrower's business, and (3) upon reasonable request of Agent, Borrowers shall make federal application on registerable but unregistered Trademarks belonging to any Borrower and licensed to any Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrowers. Unless otherwise permitted by the Loan Agreement, no Borrower shall abandon any Trademarks without the prior written consent of Agent.

13. Borrowers shall have the right to bring suit in their own name to enforce the Trademarks, in which event Agent may, upon consent of Borrowers or if an Event of Default exists, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrowers shall promptly, upon written demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuation of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of any Borrower hereunder, in such Borrower's name or in Agent's name, but at the expense of Borrowers.

15. No course of dealing between Borrowers and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Borrowers or Agent, any right, power or privilege

hereunder, shall operate as a waiver thereof by such failing or delaying party, and all of Borrowers' and Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or Other Documents, or by any other future agreements between any Borrower and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 16.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Each Borrower agrees to the jurisdiction and venue of the state and federal courts of the jurisdiction set forth in Section 16.1 of the Loan Agreement and to service by certified mail, return receipt requested at the address of such Borrower.

20. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

RARITAN, INC.

By: Robert Dennerlein
Name: Robert Dennerlein
Title: VP, CFO

RARITAN AMERICAS, INC.

By: W. Preston Granbery
Name: W. Preston Granbery
Title: Secretary, VP, General Counsel

RARITAN TECHNOLOGIES, INC.

By: Robert Dennerlein
Name: Robert Dennerlein
Title: Vice President, Treasurer

RHIP, INC.

By: W. Preston Granbery
Name: W. Preston Granbery
Title: Secretary, Vice President

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Daniel Stella

Title: Senior Vice President

Trademark Security Agreement
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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

RARITAN, INC.

By: _____
Name: _____
Title: _____

RARITAN AMERICAS, INC.

By: _____
Name: _____
Title: _____

RARITAN TECHNOLOGIES, INC.

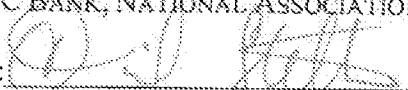
By: _____
Name: _____
Title: _____

RIIP, INC.

By: _____
Name: _____
Title: _____

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Daniel Stella

Title: Senior Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Somerset :

On this 2 day of Sept, 2012 before me personally appeared Robert Dennerlein to me known and being duly sworn, deposes and says that he is the VP and CEO of Raritan, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen B. Goodgold
Notary Public
My Commission Expires:

ELLEN B. GOODGOLD
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/1/2013

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Somerset :

On this 2 day of Sept, 2012 before me personally appeared W. Preston Granbery to me known and being duly sworn, deposes and says that he is the Sec. VP Gen. Counsel of Raritan Americas, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen B. Goodgold
Notary Public
My Commission Expires:

ELLEN B. GOODGOLD
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/1/2013

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Somerset :

On this 7 day of Sept, 2012 before me personally appeared Robert Derrstein, to me known and being duly sworn, deposes and says that he is the VP, Treasurer of Karlan Technologies, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen B. Goodgold
Notary Public
My Commission Expires:

ELLEN B. GOODGOLD
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/1/2013

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Somerset :

On this 7 day of Sept, 2012 before me personally appeared W. Preston Graubery to me known and being duly sworn, deposes and says that he is the Sec. V.P. of RUP, Inc., the corporation described in the foregoing Agreement; that he knows the seal of such limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Ellen B. Goodgold
Notary Public
My Commission Expires:

ELLEN B. GOODGOLD
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/1/2013

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks owned by RIIP, Inc.:

TRADEMARK	COUNTRY	REGISTRATION DATE	REGISTRATION NO.
CAT5 REACH	USA	7/18/2000	2,368,648
CAT5 SIMPLICITY	USA	1/17/2006	3,046,577
COMMANDCENTER	USA	7/27/2004	2,866,085
COMPUSWITCH	USA	2/24/1998	2,138,437
dcTrack	USA	5/24/2011	3,956,160
DOMINION	USA	8/17/2004	2,873,411
FIBERREACH	USA	5/29/2001	2,456,301
			
House Logo (Stylized and/or Design)	USA	2/10/1998	2,136,310
IP-REACH	USA	1/25/2005	2,921,215
MASTERCONSOLE	USA	12/18/2007	3,354,686
PARAGON	USA	12/29/1998	2,215,123
PARAGON MANAGER	USA	11/1/2005	3,010,168
POWER IQ	USA	3/9/2010	3,758,251
PX	USA	1/6/2009	3,556,183
RARITAN	USA	7/7/1998	2,171,814
SWITCHMAN	USA	4/24/2001	2,446,817
VIDEOSHARE	USA	8/14/2007	3,278,279
WHEN YOU'RE READY TO TAKE CONTROL	USA	8/9/2005	2,983,630

Trademark applications owned by RIIP, Inc.:


TRADEMARK	COUNTRY	APPLICATION NO.	APPLICATION DATE
SecureLock	United States of America	85/674,156	7/11/2012
S SecureLock & Design 	United States of America	85/674,192	7/11/2012

EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK ASSIGNMENT

WHEREAS, Raritan, Inc., Raritan Americas, Inc., Raritan Technologies, Inc., and RIIP, Inc. (each a "Grantor" and collectively "Grantors"), are the registered owners of the trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office or such other office identified on Schedule "A" hereto; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20____.

RARITAN, INC.

By: _____
As Attorney-in-fact

RARITAN AMERICAS, INC.

By: _____
As Attorney-in-fact

RARITAN TECHNOLOGIES, INC.

By: _____
As Attorney-in-fact

RIIP, INC.

By: _____
As Attorney-in-fact

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Raritan Technologies, Inc., a corporation, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of such corporation, and as the act and deed of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of RIIP, Inc., a corporation, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of such corporation, and as the act and deed of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION</u> <u>DATE</u>	<u>APPLICATION</u> <u>OR</u> <u>REGISTRATION</u> <u>NO.</u>
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