

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 10, 2012**

DATARAM CORPORATION

(Exact name of registrant as specified in charter)

New Jersey State or other jurisdiction of incorporation)	1-8266 (Commission File Number)	22-18314-09 (IRS Employer Identification No.)
Route 571, P. O. Box 7258, Princeton, NJ (Address of principal executive offices)		08543-7528 (Zip Code)

Registrant's telephone number, including area code: **(609) 799-0071**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

On August 10, 2012, the Company signed Amendment No. 1 to its Amended and Restated Schedule to its Loan and Security Agreement executed July 27, 2010 with its bank. This amendment No. 1 changes the definition of Tangible Net Worth. The new definition allows for the inclusion of leasehold improvements. The amendment is filed as an exhibit to this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

Exhibit No. Description

10.3 Amendment No. 1 to Amended and Restated Schedule to Loan and Security Agreement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DATARAM CORPORATION

By: MARC P. PALKER

Date: August 14, 2012

/s/ Marc P. Palker

Marc P. Palker

Chief Financial Officer

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED SCHEDULE TO LOAN AND SECURITY AGREEMENT**

This Amendment No. 1 to Amended and Restated Schedule to Loan and Security Agreement is made this 31th day of July, 2012, by and between **CRESTMARK COMMERCIAL CAPITAL LENDING LLC**, a Michigan limited liability company, whose address is 726 Highlandia Drive, Baton Rouge, Louisiana 70810 (“Crestmark”) and **DATARAM CORPORATION**, a New Jersey corporation, whose chief executive office is located at 777 Alexander Road, Suite 100, Princeton, New Jersey 08540 (“Borrower”). This Amendment No. 1 amends that certain Loan and Security Agreement executed July 27, 2010 (as amended, the “Loan Agreement”) and that certain Amended and Restated Schedule to Loan and Security Agreement executed May 17, 2012 (as amended, the “Schedule”).

BACKGROUND:

The parties have executed the Loan Agreement and Loan Documents, including but not limited to the Schedule;

The Borrower is indebted and/or obligated to Crestmark without offset or deduction pursuant to the Loan Agreement, the Schedule and the Loan Documents all of which are in full force and effect; and

Borrower and Crestmark desire to modify and amend certain terms, conditions, covenants and obligations contained in the Loan Agreement, the Schedule and the Loan Documents, including, but not limited to, the Financial Covenants.

Accordingly, the parties agree as follows:

1. INCORPORATION BY REFERENCE:

All definitions and terms used in the Loan Agreement, the Schedule and the Loan Documents are hereby incorporated in this Amendment No. 1.

2. AMENDMENT AND MODIFICATION TO SCHEDULE TO LOAN AGREEMENT:

Section 11 (E.) of the Schedule to the Loan Agreement is hereby deleted in its entirety, and in lieu thereof, the following is inserted:

11. BORROWER'S PROMISES:

E. FINANCIAL COVENANTS: Borrower will maintain the following Financial Covenants, which will be tested on a quarterly basis:

A minimum **Tangible Net Worth** of at least Two Million and no/100 Dollars (\$2,000,000.00). “Tangible Net Worth” means, as of the date of determination, total assets less total liabilities less the sum of (i) the aggregate amount of non-trade Accounts Receivable, including Accounts Receivable from affiliated or related Persons but excluding any value added tax receivable; (ii) prepaid expenses; (iii) deposits; (iv) goodwill; and (v) any other asset which would be treated as an intangible asset under GAAP, plus Subordinated Debt. “Subordinated Debt” means any and all indebtedness presently or in the future incurred by Borrower to any creditor of Borrower entering into a written subordination agreement with Crestmark.

All of the financial covenants in this Agreement shall be determined in accordance with GAAP, unless otherwise provided.

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination and applied on a consistent basis.

3. NO WAIVER:

Borrower acknowledges that the execution of this Amendment No. 1 does not constitute a waiver or cure of any Default, whether matured or otherwise, if any, that previously existed or now exists under the Loan Agreement or any Loan Document. By execution of this Agreement, Crestmark will not be deemed to have waived any of its rights or remedies under the Loan Agreement or any Loan Document.

4. SURVIVAL, REAFFIRMATION, AND NO DEFENSES:

Borrower agrees, in all capacities in which the signatory has executed the Loan Agreement or any of the Loan Documents, as follows:

A. That, except as herein expressly modified or amended, all terms, conditions, covenants; representations and warranties contained in the Loan Agreement and the Loan Documents are true and correct, continue to be satisfied in all respects and are legal, valid and binding obligations. The undersigned hereby ratify, agree to and confirm the Loan Agreement and the Loan Documents and consent to and acknowledge the foregoing Amendment No. 1.

B. That payment of the Indebtedness is the valid obligation of Borrower and, as of the date hereof, Borrower has absolutely no defenses, claims, rights of set-off or counterclaims against Crestmark or the payment of the Indebtedness. This Amendment No.1 shall not impair the rights, remedies and Collateral given in the Loan Agreement and the Loan Documents.

C. That the liability of the undersigned howsoever arising or provided for in the Loan Agreement and the Loan Documents is hereby reaffirmed.

5. RELEASE:

In consideration of Crestmark executing this Amendment No. 1, Borrower does hereby release and discharge Crestmark of and from any and all claims, harm, causes of action, liabilities, injuries, expenses (including attorneys' fees) and damages of any and every kind, known or unknown, legal or equitable, which Borrower has against Crestmark from the date of Borrower's first contact with Crestmark up to the date of this Agreement. Borrower confirms to Crestmark that they have reviewed the effect of this release with legal counsel of their choice, or have been afforded the opportunity to do so, prior to the execution of this Amendment No. 1 and each acknowledges and agrees that Crestmark is relying upon this release in executing this Amendment No. 1.

6. CONFIRMATION OF LIEN UPON COLLATERAL:

The Borrower acknowledges and agrees that pursuant to the terms of the Loan Agreement, the obligations of the Borrower and the Indebtedness are secured by a first priority lien and security interest in the Collateral (as defined in the Loan Agreement). The Collateral is and shall remain subject to and encumbered by the lien, charge, and encumbrance of the Loan Agreement, and nothing contained herein shall affect or be construed to affect the lien or encumbrance created by the Loan Agreement or the priority thereof.

7. **NO ORAL MODIFICATION:**

This Amendment No. 1 may only be altered or modified by written instrument duly executed by Borrower and Crestmark.

The parties hereto have executed this Agreement the day and year first appearing above.

“CRESTMARK”

Crestmark Commercial Capital Lending LLC,
a Michigan limited liability company

By: /s/ Christy Morgan
Christy Morgan, 1st Vice President - Legal

“BORROWER”

Dataram Corporation,
a New Jersey corporation

By: /s/ John H. Freeman
John H. Freeman, President & CEO