

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
VENYU HOLDINGS LLC		10/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
VENYU SOLUTIONS INC.		10/29/2010	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	GLADSTONE INVESTMENT CORPORATION
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3065824	CHAMBERMASTER
Registration Number:	3223550	EXCELLENCE IN DATA PROTECTION
Registration Number:	3257940	ARCHIVE-COMPLY
Registration Number:	3180779	REPLIVAULT
Registration Number:	3848642	VENYU YOUR DATA MADE INVINCIBLE
Registration Number:	3854593	VENYU YOUR DATA MADE INVINCIBLE
Registration Number:	3838697	VENYU
Registration Number:	3838698	VENYU
Registration Number:	3842447	YOUR DATA MADE INVINCIBLE
Registration Number:	2854377	RESTART IT
Registration Number:	2772068	AMERIVAULT

OP \$290.00 3065824

CORRESPONDENCE DATA

Fax Number: (202)420-2201

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

Email: parsonse@dicksteinshapiro.com

Correspondent Name: Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	G0055.0002
NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/EP/
Date:	11/09/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2010, by and among VENYU HOLDINGS LLC, a Delaware limited liability company ("**Holdings**"), VENYU SOLUTIONS INC., a Louisiana corporation ("**Company**"), each **ADDITIONAL GRANTOR** that may become a party hereto after the date hereof (an "**Additional Grantor**", and together with Holdings and Company, the "**Grantors**") and **GLADSTONE INVESTMENT CORPORATION**, a Maryland corporation (together with its successors and assigns, the "**Secured Party**").

W I T N E S S E T H:

WHEREAS, Grantors and Secured Party are parties to that certain Security Agreement (as may be amended or otherwise modified from time to time, the "**Security Agreement**") dated as of the date hereof;

WHEREAS, pursuant to the terms of the Security Agreement, Grantors have granted to the Secured Party a security interest in certain Collateral, including the Trademark Collateral, as defined below;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

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

2. GRANT AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the complete and timely payment and satisfaction of the Obligations, Grantors hereby grant to the Secured Party, and hereby reaffirm their prior grant pursuant to the Security Agreement of, a continuing (until all of the Obligations have been paid in full) security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created or acquired:

(a) all of its United States trademark registrations or applications therefor (collectively, the "**Trademarks**"), including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

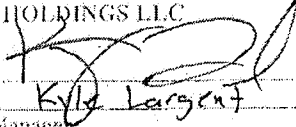
(d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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[SIGNATURES FOLLOW ON THE NEXT PAGE]

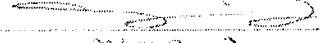
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above

VENYU HOLDINGS LLC
By: 
Name: Kyle Largent
Title: Manager

VENYU SOLUTIONS INC.
By: _____
Name: Scott Thompson
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GLADSTONE INVESTMENT CORPORATION

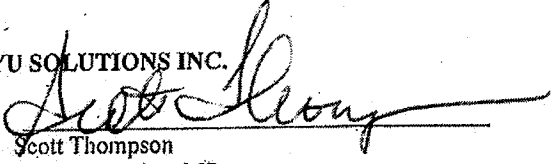
By: 
Name: DAVID DILLMAN
Title: PRESIDENT

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VENYU HOLDINGS LLC

By: _____
Name: _____
Title: Manager

VENYU SOLUTIONS INC.

By: 
Name: Scott Thompson
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GLADSTONE INVESTMENT CORPORATION

By _____
Name _____
Title _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. No.	Application No.
CHAMBERMASTER	3065824	78584069
EXCELLENCE IN DATA PROTECTION	3223550	78797875
ARCHIVE-COMPLY	3257940	78798087
REPLIVAULT	3180779	78798125
VENYU YOUR DATA MADE INVINCIBLE	3848642	77744213
VENYU YOUR DATA MADE INVINCIBLE	3854593	77744197
VENYU	3838697	77671915
VENYU	3838698	77671944
YOUR DATA MADE INVINCIBLE	3842447	77671919
RESTART IT	2854377	76332795
AMERIVAULT	2772068	76084503

TRADEMARK LICENSES

1. Reseller Agreement dated as of February 26, 2010 between Venyu Solutions, Inc. and InSite One, Inc. and Amendment thereto.
2. VMWare Virtual Partner Agreement dated June 9, 2006 between VMWare, Inc. and Network Technology Group, Inc.