

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
GlassHouse Technologies, Inc.		03/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF Fund III Limited Partnership (d/b/a Wellington Financial LP and Wellington Financial Fund III)		
Street Address:	161 Bay Street		
Internal Address:	Suite 2520		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	LIMITED PARTNERSHIP: MANITOBA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3514715	TRANSOM	
Registration Number:	1659512	AUSPEX	
Registration Number:	1672796	AUSPEX	
Registration Number:	1680114		
Registration Number:	1681445		
CORRESPONDENCE DATA			
Fax Number:	(617)502-5162		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172485000		
Email:	kschoff@choate.com		
Correspondent Name:	Choate, Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 2:	Attn: Kell L. Schoff		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$140.00 3514715

ATTORNEY DOCKET NUMBER:

2009260-0004

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kell L. Schoff

Signature:

/Kell L. Schoff/

Date:

11/16/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 29, 2010, by and among GLASSHOUSE TECHNOLOGIES, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (the "Grantor") and WF FUND III LIMITED PARTNERSHIP, carrying on business as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND III (the "Secured Party").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan and Security Agreement") by and between the Grantor and the Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make certain term loans and provide other financial accommodations to the Grantor (collectively, the "Loans"). Under the Loan and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan and Security Agreement and make Loans to the Grantor pursuant thereto, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to the Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party. The Loan and Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan and Security Agreement or (ii) the full and final discharge of the Obligations and the termination of the Secured Parties' obligations to provide Loans under the Loan and Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:


GLASSHOUSE TECHNOLOGIES, INC.

By: 
Name: Mark Shirman
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

**WF FUND III LIMITED PARTNERSHIP (c/o/b
as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND III)**

By: 
Name: *Mark McQueen*
Title: *President & Co*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004416 FRAME: 0080**

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Title</u>	<u>Application/Registration No.</u>	<u>Registration Date</u>
Transom	3514715	October 14, 2008
Auspex	1659512	October 8, 1991
Auspex	1672796	January 21, 1992
Design only mark	1680114	March 24, 1992
Design only mark	1681445	March 31, 1992

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.