

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.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	77968713	GLASSHOUSE TECHNOLOGIES
Registration Number:	4184688	GLASSHOUSE
Registration Number:	3514715	TRANSOM
Registration Number:	1680114	
Registration Number:	1672796	AUSPEX
Registration Number:	1681445	

CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP

CH \$165.00 77968713

Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1075 GLASSHOUSE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/09/2012

Total Attachments: 6

source=Glasshouse signed IPSA#page1.tif
source=Glasshouse signed IPSA#page2.tif
source=Glasshouse signed IPSA#page3.tif
source=Glasshouse signed IPSA#page4.tif
source=Glasshouse signed IPSA#page5.tif
source=Glasshouse signed IPSA#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 28, 2012 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and GLASSHOUSE TECHNOLOGIES, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GLASSHOUSE TECHNOLOGIES, INC.

By: Jeff Wakely

Name: Jeff Wakely

Title: CFO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

~~200 Crossing Boulevard~~ 352 Turnpike Rd
Framingham, MA 01702 Southborough MA 01772
Attn: Jeffrey Wakely, Chief Financial Officer
Fax:

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

GLASSHOUSE TECHNOLOGIES, INC.


By: _____

Name: _____

Title: _____

LENDER:

BRIDGE BANK NATIONAL ASSOCIATION

By:  _____

Name: Christian Perera

Title: Vice President

Address for Notices:

~~300 Crossing Boulevard~~ 352 Turnpike Rd
~~Framingham, MA 01702~~ Southborough, MA
Attn: Jeffrey Wakely, Chief Financial Officer 01772
Fax:

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Application Date</u>	<u>U.S. Registration Number:</u>	<u>Registration Date</u>
GLASSHOUSE TECHNOLOGIES	77/968,713	03/25/10		
GLASSHOUSE	77/966,573	03/23/10	4,184,688	08/07/12
TRANSOM	77/095,523	03/31/07	3,514,715	10/14/08
(design)	74/052,232	04/23/90	1,680,114	03/24/92
AUSPEX	74/052,034	04/23/90	1,672,796	01/21/92
(design)	74/051,694	04/23/90	1,681,445	03/31/92

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date</u>	<u>Application Date</u>
Computer software and hardware evaluation system and device		12/570,951		09/30/09