

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridge Bank, National Association		06/11/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WF Fund IV Limited Partnership		
Doing Business As:	Wellington Financial LP and Wellington Financial Fund IV		
Street Address:	333 Bay Street, Suite 1620		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1681445		
Registration Number:	1672796	AUSPEX	
Registration Number:	1680114		
Registration Number:	3514715	TRANSOM	
Registration Number:	4184688	GLASSHOUSE	
Serial Number:	77968713	GLASSHOUSE TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	6175024041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172484041		
Email:	rchase@choate.com		
Correspondent Name:	Rachel Chase		
Address Line 1:	Two International Place		

OP \$165.00 1681445

Address Line 2: Choate, Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 2009260-0004

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Rachel Chase

Signature: /rsc/

Date: 06/11/2013

Total Attachments: 13
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**ASSIGNMENT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Assignment") is made and entered into and effective as of June 11, 2013 (the "Effective Date"), by and between WF Fund IV Limited Partnership, c/o/b as Wellington Financial LP and Wellington Financial Fund IV (f/k/a WF Fund III Limited Partnership) ("Assignee"), and Bridge Bank, National Association ("Assignor").

WITNESSETH

WHEREAS, Assignor, is a party to a certain Intellectual Property Security Agreement (the "Security Agreement") of September 28, 2012, with GlassHouse Technologies, Inc., a Delaware corporation, with its principal place of business at 352 Turnpike Road, Southboro, Massachusetts 01772 (the "Borrower"), a copy of which is attached hereto as Exhibit I and recorded in the United States Patent and Trademark Office at Reel/Frame No. 4876/0411, pursuant to which Assignor has a continuing security interest in and lien on all or substantially all of the Borrower's intellectual property including, without limitation, all of the patents and trademarks and applications therefor listed in Schedules A and B;

WHEREAS, on or about the Effective Date, pursuant to that Loan Document Sale and Assignment Agreement dated June 11, 2013 (the "Sale and Assignment Agreement"), Assignee purchased Assignor's rights under the Security Agreement (the "Purchase Transaction");

WHEREAS, by way of this Assignment document, Assignor wishes to confirm the details of the Purchase Transaction and its assignment of rights under the Security Agreement to Assignee, and Assignee wishes to obtain from Assignor, all rights in the Security Agreement, including the secured rights in the patents and trademarks and applications therefor set forth on Schedules A and B attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in and to the Security Agreement and to the secured rights in and to the trademarks and patents listed therein and in and to the patents and trademarks and applications therefor set forth on Schedules A and B attached hereto and to all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Security Agreement and the secured rights in and to the patents and trademarks and applications therefor set forth on Schedules A and B attached hereto and secured trademarks and licenses and to recognize the same.

This Assignment is made in accordance with and subject to the Sale and Assignment Agreement. In the event of any inconsistency between the terms and conditions of the Sale and Assignment Agreement and this Assignment, the terms of the Sale and Assignment Agreement shall control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.

ASSIGNOR:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: *Chris Perkins*

Title: *Vice President*

ASSIGNEE:

**WF FUND IV LIMITED PARTNERSHIP (c/o/b as
Wellington Financial LP and Wellington Financial
Fund IV)**

By: _____

Name:

Title:

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 005045 FRAME: 0275

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective and as if signed on the Effective Date.


ASSIGNOR:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

ASSIGNEE:

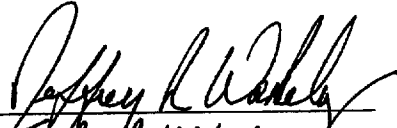
**WF FUND IV LIMITED PARTNERSHIP (c/o/b as
Wellington Financial LP and Wellington Financial
Fund IV)**

By: 
Name: Craig Nettleton
Title: Partner

Acknowledged and Agreed:

BORROWER:

GLASSHOUSE TECHNOLOGIES, INC.

By: 
Name: JEFFREY R. WAKELEY
Title: CHIEF FINANCIAL OFFICER

SCHEDULE A

Trademark	App. No.	Filed	Reg. No.	Reg. Date
GLASSHOUSE TECHNOLOGIES	77/968,713	3/25/10		
GLASSHOUSE	77/966,573	3/23/10	4,184,688	8/7/12
TRANSOM	77/095,523	3/31/07	3,514,715	10/14/08
(design)	74/052,034	4/23/90	1,680,114	3/24/92
AUSPEX	74/052,034	4/23/90	1,672,796	1/21/92
AUSPEX	74/051,694	4/23/90	1,681,445	3/31/92

SCHEDULE B

Description	Serial	Application	Date	Expiration
Computer software and hardware evaluation system and device		12/570,951		9/30/09

EXHIBIT I

See attached.

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: _____

Name: _____

Title: _____

Jeff Wakely
JEFF WAKELY
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 Perinis

Title: Vice President

Address for Notices:

~~200 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