

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Brookstone, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Bank of America, N.A.
 Internal Address: _____
 Street Address: 40 Broad Street
 City: Boston
 State: MA
 Country: US Zip: 02109

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) October 4, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki
 Internal Address: _____
 Street Address: 2001 Jefferson Davis Hwy
Suite 1007
 City: Arlington
 State: VA Zip: 22202
 Phone Number: 703-415-1555
 Fax Number: 703-415-1557
 Email Address: _____

6. Total number of applications and registrations involved: 57

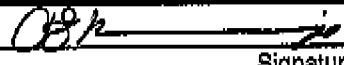
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,440.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 19-3545
 Authorized User Name Christopher E. Kondracki

9. Signature:  10/18/05
 Signature Date

Christopher E. Kondracki
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 51

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1515.00 193545 78304680

Conveying Party(ies)
Continuation of the Information for Item 1

Brookstone Company, Inc. -- New Hampshire -- Corporation
Execution Date: October 4, 2005

Brookstone International Holdings, Inc. -- New Hampshire -- Corporation
Execution Date: October 4, 2005

Brookstone Holdings, Inc. -- New Hampshire -- Corporation
Execution Date: October 4, 2005

Brookstone Properties, Inc. -- New Hampshire -- Corporation
Execution Date: October 4, 2005

Brookstone Purchasing, Inc. -- New Hampshire -- Corporation
Execution Date: October 4, 2005

Brookstone Retail Puerto Rico, Inc. -- Puerto Rico -- Corporation
Execution Date: October 4, 2005

Brookstone Stores, Inc. --New Hampshire -- Corporation
Execution Date: October 4, 2005

Advanced Audio Concepts, Limited -- Hong Kong -- Limited
Execution Date: October 4, 2005

Gardeners Eden, Inc. -- New Hampshire -- Corporation
Execution Date: October 4, 2005

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>
Brookstone	US	75/370,322
easycheck	US	78/293,317
Fiendishly Ingenious Devices	US	73/430,257
Fill your home with sound, not equipment	US	78/302,002
FOM	US	78/307,357
FOM Body	US	78/338,397
FOM Sport	US	78/338,485
Great speakers should be heard, not seen	US	78/301,972
Grill Alert	US	78/111,354
MAX	US	78/140,670
Mighty MAX	US	78/171,251
pureion	US	78/327,387
Pure-Ion	US	78/313,232
Smartini	US	78/346,869
Sound as We See It	US	78/184,279
SoundShield	US	78/265,188
SoundShield	US	78/301,431
S'Pair Bed	US	74/272,944
Tools That Think	US	75/904,605

<u>Registration No.</u>	<u>Registration Date</u>
2,334,207	March 28, 2000
2,958,390	May 31, 2005
1,317,358	January 19, 1985
2,945,245	April 26, 2005
2,973,860	July 19, 2005
2,919,014	January 18, 2005
2,922,971	February 1, 2005
2,973,780	July 19, 2005
2,678,254	January 21, 2003
2,778,742	October 28, 2003
2,785,096	November 18, 2003
2,982,941	August 9, 2005
2,964,988	July 5, 2005
2,986,441	August 16, 2005
2,808,616	January 27, 2004
2,968,457	July 12, 2005
2,945,244	April 26, 2005
1,778,378	June 22, 1993
2,663,815	December 17, 2002

<u>Mark</u>	<u>Country</u>
Tune Out the Noise, Tune in the Music	US
Twin Sensations	US
Twin Sensations	US
What Fun Feels Like	US
AcoustiClear	US
AcoustiClear	US
Aqua-Jet Foot Spa	US
Brookstone	US
Brookstone	US
Brookstone	US

<u>Registration No.</u>	<u>Registration Date</u>
2,926,365	February 15, 2005
2,925,079	February 8, 2005
2,924,422	February 1, 2005
2,980,881	August 2, 2005
2,979,269	July 26, 2005
2,961,267	June 7, 2005
2,970,018	July 19, 2005
1,270,358	March 13, 1984
1,338,831	June 4, 1985
1,386,424	March 18, 1986

AAC Advanced Audio Concepts Ltd	US	78/304,680	September 24, 2003	N/A	N/A
Advanced Audio Concepts	US	78/304,390	September 23, 2003	N/A	N/A
BBQ 365	US	78/513,213	November 8, 2004	N/A	N/A
Brookstone	US	78/679,078	July 26, 2005	N/A	N/A

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone NAP	US	78/578,113	March 2, 2005	N/A	N/A
Calming Visions	US	78/483,181	September 14, 2004	N/A	N/A
ColorSmart	US	78/713927	September 15, 2005	N/A	N/A
Cool It	US	78/461,061	August 3, 2004	N/A	N/A
easycheck	US	78/465,913	August 11, 2004	N/A	N/A
FOM	US	78/300,838	September 16, 2003	N/A	N/A
FOM Travel	US	78/338,447	December 9, 2003	N/A	N/A
Gardeners Eden	US	78/373,213	February 24, 2004	N/A	N/A
Gardeners Eden	US	78/373,310	February 24, 2004	N/A	N/A
Gardeners Eden	US	78/391,733	March 26, 2004	N/A	N/A
Gardeners Eden	US	78/421,662	May 19, 2004	N/A	N/A
Gardeners Eden	US	78/421,636	May 19, 2004	N/A	N/A
Gift of Innovation	US	78/576,075	February 28, 2005	N/A	N/A
iPillow	US	78/705,971	September 2, 2005	N/A	N/A
Land Roller	US	78/332,020	November 24, 2003	N/A	N/A
Microbeam	US	78/624,328	May 5, 2005	N/A	N/A
nap	US	78/584,904	March 10, 2005	N/A	N/A
NapSoft	US	78/602,059	April 5, 2005	N/A	N/A
P'artini	US	78/461,091	August 3, 2004	N/A	N/A
ReadyLight	US	78/321,466	October 31, 2003	N/A	N/A

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Relaxation Zone	US	78/332,821	November 25, 2003	N/A	N/A
Smart Pressure	US	78/292,879	August 27, 2003	N/A	N/A
SoftSound	US	78/600,664	April 2, 2005	N/A	N/A
SongCube	US	78/713,938	September 15, 2005	N/A	N/A
Tiny Tunes	US	78/796,249	September 2, 2005	N/A	N/A
WeatherWrap	US	78/630,079	May 13, 2005	N/A	N/A
XpressCheck	US	78/477,937	September 2, 2004	N/A	N/A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 4 day of October, 2005, by and among:

BROOKSTONE, INC., BROOKSTONE COMPANY, INC., BROOKSTONE INTERNATIONAL HOLDINGS, INC., BROOKSTONE HOLDINGS, INC., BROOKSTONE PROPERTIES, INC., BROOKSTONE PURCHASING, INC., BROOKSTONE RETAIL PUERTO RICO, INC., BROOKSTONE STORES, INC., ADVANCED AUDIO CONCEPTS, LIMITED and GARDENERS EDEN, INC. (hereinafter, each a "Grantor" and collectively the "Grantors"); and

BANK OF AMERICA, N.A., a national banking association, as collateral agent for the Secured Parties (as defined the Credit Agreement defined below) (in such capacity, the "Collateral Agent").

In consideration of the mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree as follows:

WITNESSETH:

Reference is made to (a) that certain Credit Agreement dated as of September 27, 2005 (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement") by and among (i) Brookstone Company, Inc., as Lead Borrower (together with the Borrowers named therein and such other Persons who become Borrowers pursuant to the terms and conditions of the Credit Agreement collectively the "Borrowers"), (ii) Brookstone, Inc. and Advanced Audio Concepts, Limited as Facility Guarantors, (iii) the Lenders named therein (iv) Bank of America, N.A., as Administrative Agent and Collateral Agent for the Lenders and Secured Parties, as Swingline Lender, and Issuing Bank and (v) Goldman Sachs Credit Partners L.P. as Documentation Agent, and (b) that certain Guaranty dated as of September 27, 2005 (as the same may be amended, modified, supplemented or restated from time to time, the "Guaranty") executed by the Facility Guarantors in favor of the Secured Parties. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement

Reference is also made to that certain Security Agreement dated as of September 27, 2005 (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement"), by and among others (i) the Borrowers and the Facility Guarantors, as Grantors, and (ii) Bank of America, N.A., as collateral agent for the Secured Parties, pursuant to which the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to the Collateral (as defined in the Security Agreement).

The Lenders have agreed to make Loans to the Borrowers, the Swingline Lender has agreed to make Swingline Loans, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, pursuant to, and upon the terms and subject to the conditions

specified in, the Credit Agreement, including a covenant requiring the execution and delivery by the Grantors of this Agreement to secure the Borrowers' prompt payment and performance of the Obligations (as defined in the Credit Agreement) and the Facility Guarantors' prompt payment and performance of the Guaranty Obligations (as defined in the Security Agreement) (the Obligations and the Guaranty Obligations, collectively, the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their respective successors and assigns) hereby agree as follows:

SECTION 1 Definitions

1.1 Generally. All references to the "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral (as defined herein) or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) "Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of each Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the registered copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith.

(b) "Copyright Licenses" shall mean all written agreements providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

(c) "Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

(d) "Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(e) "Intellectual Property" shall have the meaning assigned to such term in section 3 hereof.

(f) "IP Collateral" shall have the meaning assigned to such term in section 2 hereof.

(g) "Licenses" shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

(h) "Necessary Intellectual Property" shall mean any and all Intellectual Property that is necessary for the conduct of the business of the Grantors, taken as a whole, from time to time.

(i) "Obligations" has the meaning assigned to such term in the preliminary statement of this Agreement.

(j) "Patents" shall mean all patents and applications for patents of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation the patents or patent applications listed on Exhibit B annexed hereto and made a part hereof, and all right, title and interest thereto of each such Grantor, whether now owned or hereafter acquired.

(k) "Patent Licenses" shall mean all written agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

(l) "PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

(m) "Security Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

(n) "Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of each Grantor, whether registered or unregistered, including, without limitation, the trademark registrations and applications listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

(o) "Trademark Licenses" shall mean all written agreements providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2 Security Interest

2.1 In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantors to the Collateral Agent (for the benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for the benefit of the Secured Parties) a continuing security interest, with a power of sale in accordance with the Security Agreement (which power of sale shall be exercisable only during the continuance of an Event of Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3 Protection of Intellectual Property by Grantors

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "Intellectual Property"):

3.1 Except in each case as otherwise permitted in the Credit Agreement, pay all renewal fees and other fees and costs associated with maintaining the Necessary Intellectual Property and with the processing of Necessary Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Necessary Intellectual Property in the United States.

3.2 Except as otherwise permitted under the Credit Agreement, take all actions reasonably necessary to prevent any of the Necessary Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors' sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of Necessary Intellectual Property and not abandon or delay any such efforts.

3.4 At the Grantors' sole cost, expense, and risk, take any and all Necessary action which the Grantors reasonably deem appropriate under the circumstances to protect the Necessary Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

SECTION 4 Grantors' Representations and Warranties

The Grantors represent and warrant that:

4.1 Exhibit A is a true, correct and complete list of all registered Copyrights and material Copyright Licenses owned by the Grantors as of the date hereof.

4.2 Exhibit B is a true, correct and complete list of all registered or applied for Patents, and material Patent Licenses owned by the Grantors as of the date hereof.

4.3 Exhibit C is a true, correct and complete list of all registered or applied for Trademarks and material Trademark Licenses owned by the Grantors as of the date hereof.

4.4 Except as set forth in Exhibits A, B and C, none of the Intellectual Property set forth on such exhibits is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor as of the date hereof.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agent.

4.6 Each Grantor owns or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual property material to its business, except for those which the failure to own or license could not reasonably be expected to result in a Material Adverse Effect, and the use thereof by the Grantor does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Grantors, the use by the Grantors of the Intellectual Property does not infringe the rights of any Person, except for such infringements that would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Grantors, no holding, decision or judgment has been rendered by any Governmental Authority which would limit or cancel any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

4.7 The Grantors shall give the Collateral Agent written notice (with reasonable detail) concurrently with the delivery of its financial statements under Sections 5.01(a) and (b) following the occurrence of any of the following:

(a) The Grantors' obtaining the registration of or filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' knowing that any application or registration relating to any Necessary Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any opposition or cancellation proceeding in the PTO, the Copyright Office or any court or tribunal against Grantors) regarding the Grantors' ownership of, or the validity of, any Necessary Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

SECTION 5 Agreement Applies to Future Intellectual Property

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Such Grantor shall deliver an updated Exhibit A, B, and/or C, as applicable, to this Agreement to the Collateral Agent together with any notices given under Section 4.7(a) and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5.2.

5.2 Upon the reasonable request of the Collateral Agent, the Grantors shall execute and deliver, and record or have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent or Trademark owned by such Grantor (including, without limitation, filings with the PTO, The Copyright Office or any similar office), and the Grantors hereby constitute the Collateral Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6 Grantors' Right to Enforce Intellectual Property

The Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*, during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors (i) may terminate or limit the Grantors' rights under this section 6; and (ii) may (but shall not be required to) itself take such action in the name of the Grantors.

SECTION 7 Collateral Agent's Actions To Protect Intellectual Property

In the event of:

- (a) the occurrence and continuance of any Event of Default,

the Collateral Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8 Rights Upon Default

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of the Collateral Agent set forth in the other Loan Documents, the Collateral Agent shall be entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual

Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property in any manner, in whole or in part, as the Collateral Agent may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

SECTION 9 Collateral Agent At Attorney In Fact

9.1 The Grantors hereby irrevocably constitute and designate the Collateral Agent, and any officer or agent of the Collateral Agent as the Collateral Agent may select in its sole discretion, as and for the Grantors' attorney in fact, with full power of substitution and with the power to endorse each such Grantor's name, effective following the occurrence and during the continuance of an Event of Default:

(a) To exercise any of the rights and powers of the Collateral Agent referenced herein.

(b) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

9.3 The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or constituted willful misconduct.

SECTION 10 Collateral Agent's Rights

Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Credit Agreement during the continuance of an Event of Default, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11 Intent

This Agreement is being executed and delivered by the Grantors for the purpose of registering the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for the benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

SECTION 12 Further Assurances

Grantors will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any Applicable Law, or which the Collateral Agent may reasonably request, to grant, preserve, protect or perfect the Lien created or intended to be created hereby or the validity or priority of such Lien, all at the expense of Grantors. Each Grantor also agrees to provide to the Collateral Agent, from time to time upon request, evidence reasonably satisfactory to the Collateral Agent as to the perfection and priority of the Lien created or intended to be created hereby.

SECTION 13 Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 14 Termination

14.1 This Agreement and the Security Interest (i) shall terminate when all the Obligations, other than contingent indemnification obligations as to which no claim has been made, have been paid in full, the Lenders have no further commitment to lend under the Credit Agreement or to issue or participate in Letters of Credit and the Letter of Credit Outstandings has been reduced to zero or collateralized (at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements and other documents which the Grantors shall reasonably request to evidence such termination and shall return to the Grantors any Collateral held by the Collateral Agent) and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment in respect of any Obligation is rescinded or must otherwise be restored by any Secured Party upon any bankruptcy or reorganization of any Grantor or otherwise.

14.2 Upon any sale or other transfer or disposition by any Grantor of any IP Collateral (other than to another Grantor) that is permitted under Section 6.05 of the Credit Agreement, the security interest granted hereunder in favor of the Collateral Agent in such IP Collateral shall be


automatically released. In connection with such release, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and other documents that such Grantor shall reasonably request to evidence such termination or release, provided, however, such release shall not in any manner discharge, affect, or impair the Obligations or any liens (other than those expressly being released) upon (or obligations of any Loan Party in respect of) all IP Collateral retained by any Loan Party including, without limitation, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

[SIGNATURE PAGES FOLLOW]

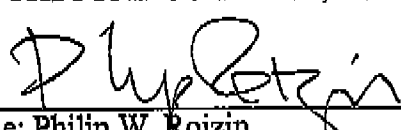
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTORS:


BROOKSTONE, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer,
Secretary and Chief Financial Officer

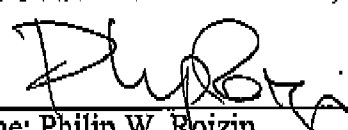
BROOKSTONE COMPANY, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer,
Secretary and Chief Financial Officer


**BROOKSTONE INTERNATIONAL HOLDINGS
INC.**

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and
Secretary


BROOKSTONE HOLDINGS, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and
Secretary


BROOKSTONE PROPERTIES, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and
Secretary

BROOKSTONE PURCHASING, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and Secretary


BROOKSTONE RETAIL PUERTO RICO, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and Secretary


BROOKSTONE STORES, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and Secretary

GARDENERS EDEN, INC.

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and Secretary

ADVANCED AUDIO CONCEPTS, LIMITED

By: 
Name: Philip W. Roizin
Title: Executive Vice President, Treasurer and Secretary

COLLATERAL AGENT:

BANK OF AMERICA, N.A.

By: 
Name: Daniel Plett
Title: Director

TRADEMARK

REEL: 003208 FRAME: 0242

EXHIBIT A**List of Copyrights and Copyright Licenses***Copyright Registrations and Applications*

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone	TX-2-908-724	June 8, 1990
Brookstone Company, Inc	Hard-to find tools, fall 1992	TX-3-510-637	March 25, 1993
Brookstone Company, Inc	Hard-to find tools, spring 1992	TX-3-510-639	March 25, 1993
Brookstone Company, Inc	Hard to fine tools, winter/Christmas, 1992	TX-3-513-821	March 25, 1993
Brookstone Company, Inc	Explore the wonders: holidays at Brookstone	TX-3-741-596	March 3, 1994
Brookstone Company, Inc	Doodads: for whatever Dads do	TX-3-741-597	March 3, 1994
Brookstone Company, Inc	Hard-to-find tools	TX-4-046-694	May 3, 1995
Brookstone Company, Inc	Hard-to-find delicacies, B	TX-131-718	July 31, 1978
Brookstone Company, Inc	Hard-to-find gifts, A	TX-93-450	February 3, 1978
Brookstone Company, Inc	Hard-to-find gifts, A	TX 131-717	July 31, 1978
Brookstone Company, Inc	Hard-to-find gifts, A	TX-182-007	January 18, 1979
Brookstone Company, Inc	Hard-to-find gifts, A	TX 250-526	May 7, 1979
Brookstone Company, Inc	Hard-to-find gifts, B	TX-93-448	February 3, 1978
Brookstone Company, Inc	Hard-to-find gifts, C	TX 93-449	February 3, 1978
Brookstone Company, Inc	Hard-to-find tools & other fine things, A	TX-93-451	February 3, 1978
Brookstone Company, Inc	Hard-to-find tools & other fine things, A	TX-131-719	July 31, 1978
Brookstone Company, Inc	Hard-to-find tools & other fine things, A	TX-269-569	April 23, 1979
Brookstone Company, Inc	Hard-to-find tools & other fine things, A	TX-269-570	April 23, 1979
Brookstone Company, Inc	Hard-to-find tools & other fine things, A	TX-250-527	May 7, 1979
Brookstone Company, Inc	Hard-to-find tools & other fine things, B	TX-93-453	February 3, 1978
Brookstone Company, Inc	Hard-to-find tools & other fine things, B	TX-186-285	January 18, 1979
Brookstone Company, Inc	Hard-to-find tools & other fine things, C	TX-93-452	February 3, 1978

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Hard-to-find tools & other fine things, C	TX-269-568	April 23, 1979
Brookstone Company, Inc	Hard-to-find delicacies, A	TX-186-284	January 18, 1979
Brookstone Company, Inc	Hard-to-find delicacies, A	TX-250-525	May 7, 1979
Brookstone Company, Inc	Brookstone hard-to-find delicacies	TX-381-664	December 17, 1979
Brookstone Company, Inc	Brookstone hard-to-find delicacies	TX-381-663	December 17, 1979
Brookstone Company, Inc	Brookstone hard-to-find delicacies	TX-402-965	January 24, 1980
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-381-662	December 17, 1979
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-381-661	December 17, 1979
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-402-966	January 24, 1980
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-483-738	June 2, 1980
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-612-859	November 5, 1980
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-722-580	March 25, 1981
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-840-154	February 1, 1982
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-722-582	January 1, 1981
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-840-156	February 1, 1982
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-840-155	February 1, 1982
Brookstone Company, Inc	Brookstone Hard-to-Find Gifts	TX-956-289	August 10, 1982
Brookstone Company, Inc	Hard-to-Find Tools and other fine things, A	TX-381-666	December 17, 1979
Brookstone Company, Inc	Hard-to-Find Tools and other fine things, A	TX-381-665	December 17, 1979
Brookstone Company, Inc	Hard-to-Find Tools and other fine things, A	TX-402-967	January 24, 1980
Brookstone Company, Inc	Hard-to-Find Tools and other fine things, A	TX-483-737	June 2, 1980

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Hard-to-Find Tools and other fine things, C	TX-612-860	November 5, 1980
Brookstone Company, Inc	Hard-to-Find Tools and other fine things	TX-722-581	March 25, 1981
Brookstone Company, Inc	Hard-to-Find Tools and other fine things	TX-840-157	February 1, 1982
Brookstone Company, Inc	Hard-to-Find Tools and other fine things	TX-840-158	February 1, 1982
Brookstone Company, Inc	Hard-to-Find Tools and other fine things	TX-840-159	February 1, 1982
Brookstone Company, Inc	Brookstone Homewares	TX-956-289	January 1, 1982
Brookstone Company, Inc	Brookstone Homewares	TX-1-068-922	February 22, 1983
Brookstone Company, Inc	Brookstone Homewares	TX-1-324-235	March 8, 1984
Brookstone Company, Inc	Brookstone Homewares	TX-1-324-237	March 8, 1984
Brookstone Company, Inc	Brookstone Homewares	TX-1-324-236	March 8, 1984
Brookstone Company, Inc	Brookstone Homewares	TX-1-435-318	August 24, 1984
Brookstone Company, Inc	Brookstone Homewares	TX-1-516-459	October 15, 1984
Brookstone Company, Inc	Brookstone Homewares	TX-1-636-551	August 13, 1985
Brookstone Company, Inc	Brookstone Homewares	TX-1-658-569	September 19, 1985
Brookstone Company, Inc	Brookstone Homewares	TX-1-742-436	January 27, 1986
Brookstone Company, Inc	Brookstone Homewares	TX-1-831-304	June 13, 1986
Brookstone Company, Inc	Brookstone Homewares	TX-1-898-018	September 2, 1986
Brookstone Company, Inc	Brookstone Homewares	TX-1-997-120	January 13, 1987
Brookstone Company, Inc	Brookstone Homewares	TX-2-170-729	October 1, 1987
Brookstone Company, Inc	Brookstone Homewares	TX-2-164-541	October 1, 1987
Brookstone Company, Inc	Brookstone Homewares	TX-2-257-132	February 17, 1988
Brookstone Company, Inc	Brookstone Homewares	TX-2-327-338	May 24, 1988
Brookstone Company, Inc	Brookstone Homewares	TX-2-421-972	October 3, 1988
Brookstone Company, Inc	Brookstone Homewares	TX-2-471-275	January 3, 1989
Brookstone Company, Inc	Brookstone Homewares	TX-2-582-719	May 31, 1989
Brookstone Company, Inc	Brookstone Homewares	TX-2-471-276	January 1, 1989
Brookstone Company, Inc	Brookstone Homewares	TX-2-631-644	August 18, 1989
Brookstone Company, Inc	Brookstone Homewares	TX-2-668-811	October 13, 1989
Brookstone Company, Inc	Brookstone Homewares	TX-2-728-365	January 16, 1990
Brookstone Company, Inc	Brookstone Homewares	TX-2-796-139	April 2, 1990
Brookstone Company, Inc	Brookstone Homewares	TX-3-789-373	March 3, 1994

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Hard-to-Find Tools & other fine things	TX-956-290	August 10, 1982
Brookstone Company, Inc	Hard-to-Find Tools & other fine things	TX-1-000-659	October 26, 1982
Brookstone Company, Inc	Hard-to-Find Tools & other fine things	TX-1-068-921	February 22, 1983
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-071-248	October 25, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-009-442	November 2, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-048-702	December 29, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-035-961	January 3, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-048-708	December 28, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-048-703	December 28, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-131-226	June 22, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-131-227	June 22, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-135-061	June 23, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-134-849	June 22, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-139-074	July 11, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-147-672	August 1, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-147-666	July 31, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-149-896	August 8, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-159-028	August 23, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-153-011	August 23, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-139-796	July 27, 2000

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-153-010	August 23, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-178-538	October 2, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-193-257	September 29, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-209-045	September 29, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-233-881	October 2, 2000
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-295-105	January 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-295-104	January 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-295-102	January 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-295-103	January 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-295-419	February 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-303-207	February 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-294-960	March 26, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-295-224	March 28, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-318-272	May 2, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-369-538	June 26, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-373-708	June 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-373-705	June 22, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-399-025	August 6, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-399-027	August 6, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-399-606	August 6, 2001

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-402-046	August 13, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-519-165	October 30, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-508-388	January 15, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-489-365	January 15, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-490-077	January 17, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-508-389	January 15, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-519-111	February 6, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-531-292	February 4, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-513-989	March 5, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-516-419	March 8, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-516-420	March 8, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-514-457	April 5, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-546-171	October 29, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-536-204	November 5, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-551-845	November 5, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-551-846	November 5, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-551-847	November 5, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-561-386	November 5, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-564-822	November 16, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-561-467	December 26, 2001

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-570-497	December 26, 2001
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-543-095	February 13, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-576-864	February 13, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-570-057	March 14, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-570-757	March 14, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-549-497	March 14, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-576-900	March 14, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-562-216	April 8, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-552-510	March 21, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-552-509	March 21, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-549-888	April 5, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-557-884	April 5, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-614-600	May 9, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-558-057	May 16, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-593-737	May 16, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-593-927	May 30, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-558-058	May 16, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-593-903	May 16, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-570-501	May 30, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-428-215	September 11, 2002

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-647-745	September 16, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-640-293	September 3, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-681-263	September 6, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-640-294	September 6, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-640-292	September 6, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-670-602	September 13, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-683-732	December 9, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-683-735	December 9, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-683-733	December 9, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-674-202	December 5, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-683-777	December 19, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-683-778	December 19, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-726-174	December 30, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-723-679	December 30, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-683-780	January 24, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-688-647	January 24, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-694-933	February 26, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-709-006	March 10, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-715-024	March 26, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-715-022	March 26, 2003

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-715-023	March 26, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-802-336	June 13, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-788-525	December 9, 2002
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-767-314	June 23, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-770-467	June 17, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-794-466	June 26, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-5-797-799	June 27, 2003
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-267-929	January 19, 1984
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-267-930	January 19, 1984
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-267-931	January 19, 1984
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-068-921	1983
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-443-426	August 24, 1984
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-636-550	August 13, 1985
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-666-517	September 19, 1985
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-774-440	October 15, 1984
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-748-554	February 3, 1986
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-831-308	June 13, 1986
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-898-016	September 2, 1986
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-1-990-034	January 13, 1987
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-164-542	October 1, 1987

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-164-540	October 1, 1987
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-246-689	February 17, 1988
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-327-337	May 24, 1988
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-417-790	October 3, 1988
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-471-276	January 3, 1989
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-582-718	May 31, 1989
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-670-141	October 13, 1989
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-720-807	January 16, 1990
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-862-908	May 7, 1990
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-2-940-271	October 18, 1990
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-112-620	November 4, 1991
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-112-625	June 28, 1991
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-112-624	June 28, 1991
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-187-000	September 9, 1991
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-250-713	January 17, 1992
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-510-703	March 25, 1993
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-789-370	March 3, 1994
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-789-371	March 3, 1994
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-789-372	March 3, 1994
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-798-805	March 3, 1994

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-042-079	May 3, 1995
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-042-080	May 3, 1995
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-042-081	May 3, 1995
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-746-552	December 29, 1998
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-811-649	November 20, 1998
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-810-601	November 20, 1998
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-810-603	November 20, 1998
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-835-229	January 26, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-859-061	January 21, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-835-527	January 19, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-840-622	January 19, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-893-144	March 25, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-901-437	May 7, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-767-853	August 30, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-249-720	October 13, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-3-767-707	October 13, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-239-354	October 19, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-929-065	June 8, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-918-545	May 24, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-935-771	June 28, 1999

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-935-772	June 28, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-969-791	August 24, 1999
Brookstone Company, Inc	Brookstone Hard-to-Find Tools & other fine things	TX-4-999-613	October 18, 1999
Brookstone Company, Inc	Brookstone Weathertamers	TX-1-267-927	January 19, 1984
Brookstone Company, Inc	Brookstone Weathertamers	TX-1-267-928	January 19, 1984
Brookstone Company, Inc	Brookstone Weathertamers	TX-1-516-460	October 15, 1984
Brookstone Company, Inc	Gardener's Eden	TX-5-036-121	December 20, 1999
Brookstone Company, Inc	Gardener's Eden	TX-5-016-072	April 29, 1999
Brookstone Company, Inc	Gardener's Eden	TX-5-131-634	June 26, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-139-691	July 11, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-139-546	July 11, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-147-628	August 1, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-148-267	July 31, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-185-101	September 22, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-153-480	August 17, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-185-102	September 22, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-287-406	September 22, 2000
Brookstone Company, Inc	Gardener's Eden	TX-5-316-052	January 8, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-282-024	January 17, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-243-242	January 11, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-295-101	January 22, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-264-839	February 28, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-295-225	March 28, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-295-226	March 28, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-299-494	March 28, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-327-124	May 3, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-362-818	June 4, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-399-028	August 6, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-399-026	August 6, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-399-029	August 10, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-510-323	October 26, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-510-311	December 26, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-512-829	February 21, 2002

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Gardener's Eden	TX-5-519-168	February 21, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-522-769	February 23, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-577-407	August 6, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-577-408	August 6, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-544-926	August 10, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-549-785	October 26, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-561-577	October 31, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-551-850	December 7, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-537-971	December 13, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-561-385	December 17, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-561-528	December 17, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-561-527	December 17, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-542-962	December 26, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-537-443	December 13, 2001
Brookstone Company, Inc	Gardener's Eden	TX-5-552-039	February 13, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-552-079	February 13, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-543-091	February 14, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-549-855	February 14, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-576-784	February 28, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-576-785	February 28, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-570-958	February 28, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-570-959	February 28, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-573-642	April 22, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-573-485	April 22, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-573-636	April 22, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-581-082	April 26, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-557-298	April 26, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-591-050	April 26, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-573-519	May 3, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-593-404	June 26, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-573-518	May 3, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-591-140	May 9, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-593-871	August 27, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-600-683	August 23, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-615-415	September 16, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-428-216	August 15, 2002

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Gardener's Eden	TX-5-693-352	November 19, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-626-311	August 22, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-674-464	November 5, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-656-995	July 9, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-647-432	August 15, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-674-369	October 30, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-684-313	December 30, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-685-535	December 26, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-685-534	December 26, 2002
Brookstone Company, Inc	Gardener's Eden	TX-5-722-005	January 6, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-728-664	February 26, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-709-940	March 7, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-709-939	March 7, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-729-165	March 7, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-726-943	March 7, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-726-942	March 7, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-782-456	May 29, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-786-645	May 29, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-757-915	June 6, 2003
Brookstone Company, Inc	Gardener's Eden	TX-5-760-889	June 3, 2003
Brookstone Company, Inc	Gardener's Eden	TX-4-913-862	December 22, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-999-830	October 18, 1999
Brookstone Company, Inc	Gardener's Eden	TX-4-999-611	October 18, 1999
Brookstone Company, Inc	Yard & Garden	TX-1-479-486	August 24, 1984
Brookstone Company, Inc	Brookstone	TX-5-036-167	December 21, 1999
Brookstone Company, Inc	Brookstone	TX-5-033-721	December 20, 1999
Brookstone Company, Inc	Brookstone	TX-5-041-804	December 22, 1999
Brookstone Company, Inc	Brookstone	TX-5-048-549	December 23, 1999
Brookstone Company, Inc	Brookstone	TX-5-037-674	December 23, 1999
Brookstone Company, Inc	Brookstone	TX-5-139-795	July 27, 2000
Brookstone Company, Inc	Brookstone	TX-5-139-797	July 27, 2000
Brookstone Company, Inc	Brookstone	TX-5-231-097	December 19, 2000
Brookstone Company, Inc	Brookstone	TX-5-248-127	December 22, 2000
Brookstone Company, Inc	Brookstone	TX-5-231-098	December 19, 2000
Brookstone Company, Inc	Brookstone	TX-5-239-350	December 22, 2000
Brookstone Company, Inc	Brookstone	TX-5-268-613	December 27, 2000

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone	TX-5-247-089	December 27, 2000
Brookstone Company, Inc	Brookstone	TX-5-262-963	January 9, 2001
Brookstone Company, Inc	Brookstone	TX-5-299-652	April 5, 2001
Brookstone Company, Inc	Brookstone	TX-5-318-674	April 5, 2001
Brookstone Company, Inc	Brookstone	TX-5-318-475	April 5, 2001
Brookstone Company, Inc	Brookstone	TX-5-299-376	April 26, 2001
Brookstone Company, Inc	Brookstone	TX-5-327-123	May 3, 2001
Brookstone Company, Inc	Brookstone	TX-5-362-819	June 4, 2001
Brookstone Company, Inc	Brookstone	TX-5-362-820	June 4, 2001
Brookstone Company, Inc	Brookstone	TX-5-467-662	October 15, 2001
Brookstone Company, Inc	Brookstone	TX-5-467-661	October 15, 2001
Brookstone Company, Inc	Brookstone	TX-5-537-964	October 26, 2001
Brookstone Company, Inc	Brookstone	TX-5-557-436	November 28, 2001
Brookstone Company, Inc	Brookstone	TX-5-561-374	December 5, 2001
Brookstone Company, Inc	Brookstone	TX-5-537-852	December 25, 2001
Brookstone Company, Inc	Brookstone	TX-5-561-809	December 5, 2001
Brookstone Company, Inc	Brookstone	TX-5-613-444	August 7, 2002
Brookstone Company, Inc	Brookstone	TX-5-613-541	August 7, 2002
Brookstone Company, Inc	Brookstone	TX-5-641-947	October 9, 2001
Brookstone Company, Inc	Brookstone	TX-5-631-396	August 14, 2002
Brookstone Company, Inc	Brookstone	TX-5-685-125	December 26, 2002
Brookstone Company, Inc	Brookstone	TX-5-683-779	December 19, 2002
Brookstone Company, Inc	Brookstone	TX-5-684-927	December 19, 2002
Brookstone Company, Inc	Brookstone	TX-5-684-312	December 30, 2002
Brookstone Company, Inc	Brookstone	TX-5-694-938	February 26, 2002
Brookstone Company, Inc	Brookstone	TX-5-786-644	May 29, 2003
Brookstone Company, Inc	Brookstone	TX-5-757-891	May 29, 2003
Brookstone Company, Inc	Brookstone	TX-5-802-372	June 6, 2003
Brookstone Company, Inc	Brookstone	TX-5-802-373	June 6, 2003
Brookstone Company, Inc	Brookstone	TX-5-797-285	June 12, 2003
Brookstone Company, Inc	Brookstone	TX-2-833-661	May 7, 1990
Brookstone Company, Inc	Brookstone	TX-2-728-365	January 1, 1990
Brookstone Company, Inc	Brookstone	TX-2-871-998	June 18, 1990
Brookstone Company, Inc	Brookstone	TX-2-937-921	October 18, 1990
Brookstone Company, Inc	Brookstone	TX-3-112-626	June 28, 1991
Brookstone Company, Inc	Brookstone	TX-3-112-650	June 28, 1991

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Brookstone	TX-3-112-656	June 28, 1991
Brookstone Company, Inc	Brookstone	TX-3-112-628	June 28, 1991
Brookstone Company, Inc	Brookstone	TX-3-247-651	January 17, 1992
Brookstone Company, Inc	Brookstone	TX-3-532-970	March 25, 1993
Brookstone Company, Inc	Brookstone	TX-3-532-971	March 25, 1993
Brookstone Company, Inc	Brookstone	TX-4-042-084	May 3, 1995
Brookstone Company, Inc	Brookstone	TX-4-042-083	May 3, 1995
Brookstone Company, Inc	Brookstone	TX-4-042-085	May 3, 1995
Brookstone Company, Inc	Brookstone	TX-4-042-082	May 3, 1995
Brookstone Company, Inc	Brookstone	TX-4-818-451	November 27, 1998
Brookstone Company, Inc	Brookstone	TX-4-807-749	January 19, 1999
Brookstone Company, Inc	Brookstone	TX-4-834-844	January 15, 1999
Brookstone Company, Inc	Brookstone	TX-4-835-227	January 26, 1999
Brookstone Company, Inc	Brookstone	TX-4-807-996	January 15, 1999
Brookstone Company, Inc	Brookstone	TX-4-896-375	April 5, 1999
Brookstone Company, Inc	Brookstone	TX-4-907-393	April 20, 1999
Brookstone Company, Inc	Brookstone	TX-4-928-985	May 18, 1999
Brookstone Company, Inc	Brookstone	TX-4-879-235	April 20, 1999
Brookstone Company, Inc	Brookstone.com	TX-5-248-221	January 2, 2001
Brookstone Company, Inc	Brookstone.com	TX-5-554-252	November 28, 2001
Brookstone Company, Inc	Brookstone.com	TX-5-652-058	October 9, 2002
Brookstone Company, Inc	Gardeners Eden, holiday 1993	TX-3-664-171	November 17, 1993
Brookstone Company, Inc	Gardeners Eden: holiday 1997	TX-4-701-471	December 19, 1997
Brookstone Company, Inc	Gardener's Eden	TX-1-339-533	May 17, 1984
Brookstone Company, Inc	Gardener's Eden	TX-1-339-536	May 17, 1984
Brookstone Company, Inc	Gardener's Eden	TX-1-339-535	May 17, 1984
Brookstone Company, Inc	Gardener's Eden	TX-1-446-782	October 25, 1984
Brookstone Company, Inc	Gardener's Eden	TX-1-446-783	October 25, 1984
Brookstone Company, Inc	Gardener's Eden	TX-1-446-781	October 25, 1984
Brookstone Company, Inc	Gardener's Eden	TX-1-520-859	February 13, 1985
Brookstone Company, Inc	Gardener's Eden	TX-1-642-960	April 10, 1985
Brookstone Company, Inc	Gardener's Eden	TX-1-639-004	June 25, 1985
Brookstone Company, Inc	Gardener's Eden	TX-1-675-395	October 16, 1985
Brookstone Company, Inc	Gardener's Eden	TX-1-752-628	August 21, 1985

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Gardener's Eden	TX-1-739-944	January 21, 1986
Brookstone Company, Inc	Gardener's Eden	TX-1-941-266	November 5, 1986
Brookstone Company, Inc	Gardener's Eden	TX-1-941-267	November 5, 1986
Brookstone Company, Inc	Gardener's Eden	TX-1-931-079	November 5, 1986
Brookstone Company, Inc	Gardener's Eden	TX-1-931-083	November 5, 1986
Brookstone Company, Inc	Gardener's Eden	TX-2-052-270	April 13, 1987
Brookstone Company, Inc	Gardener's Eden	TX-2-052-269	April 13, 1987
Brookstone Company, Inc	Gardener's Eden	TX-2-096-147	June 5, 1987
Brookstone Company, Inc	Gardener's Eden	TX-2-163-380	October 13, 1987
Brookstone Company, Inc	Gardener's Eden	TX-2-196-398	October 13, 1987
Brookstone Company, Inc	Gardener's Eden	TX-2-203-608	November 19, 1987
Brookstone Company, Inc	Gardener's Eden	TX-2-297-653	April 6, 1988
Brookstone Company, Inc	Gardener's Eden	TX-2-299-664	April 6, 1988
Brookstone Company, Inc	Gardener's Eden	TX-2-439-508	July 18, 1988
Brookstone Company, Inc	Gardener's Eden	TX-2-402-850	September 8, 1988
Brookstone Company, Inc	Gardener's Eden	TX-2-446-849	November 14, 1988
Brookstone Company, Inc	Gardener's Eden	TX-2-446-851	November 14, 1988
Brookstone Company, Inc	Gardener's Eden	TX-2-493-570	January 17, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-595-646	June 12, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-658-629	August 28, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-584-779	June 8, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-619-703	August 7, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-638-385	September 14, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-666-153	October 10, 1989
Brookstone Company, Inc	Gardener's Eden	TX-2-739-771	January 26, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-739-768	January 26, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-785-337	March 27, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-872-461	July 10, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-876-902	July 10, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-853-196	July 17, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-903-769	September 4, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-903-770	September 4, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-965-556	November 29, 1990
Brookstone Company, Inc	Gardener's Eden	TX-2-994-055	January 2, 1991
Brookstone Company, Inc	Gardener's Eden	TX-2-999-194	January 2, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-018-664	January 28, 1991

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Gardener's Eden	TX-3-133-424	August 13, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-313-603	May 14, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-313-602	May 14, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-361-937	July 20, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-364-093	July 22, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-364-091	July 22, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-362-661	July 21, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-359-027	July 21, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-368-711	August 13, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-372-531	August 21, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-372-525	August 21, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-372-533	August 21, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-380-360	August 20, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-388-441	September 17, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-409-950	October 13, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-430-576	November 16, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-468-168	December 24, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-458-677	December 24, 1992
Brookstone Company, Inc	Gardener's Eden	TX-3-514-737	March 4, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-527-909	April 21, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-520-932	April 19, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-567-605	May 24, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-578-264	July 12, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-656-585	July 26, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-658-278	October 12, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-097-112	July 1, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-117-645	July 1, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-109-639	July 10, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-139-194	August 23, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-138-476	August 23, 1991
Brookstone Company, Inc	Gardener's Eden	TX-3-709-410	September 7, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-707-027	November 18, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-681-073	December 22, 1993
Brookstone Company, Inc	Gardener's Eden	TX-3-774-699	February 7, 1994
Brookstone Company, Inc	Gardener's Eden	TX-3-844-804	July 5, 1994
Brookstone Company, Inc	Gardener's Eden	TX-3-844-094	August 24, 1994

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Gardener's Eden	TX-3-884-492	July 5, 1995
Brookstone Company, Inc	Gardener's Eden	TX-3-885-907	July 27, 1994
Brookstone Company, Inc	Gardener's Eden	TX-3-906-853	July 21, 1994
Brookstone Company, Inc	Gardener's Eden	TX-3-919-784	September 19, 1994
Brookstone Company, Inc	Gardener's Eden	TX-3-985-672	February 21, 1995
Brookstone Company, Inc	Gardener's Eden	TX-3-985-954	February 21, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-043-223	May 4, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-044-759	May 16, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-044-764	May 16, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-067-478	May 16, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-100-629	August 10, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-100-777	August 10, 1995
Brookstone Company, Inc	Gardener's Eden	TX-4-427-386	January 6, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-396-195	January 6, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-427-388	January 6, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-427-387	January 6, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-475-300	May 15, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-473-695	January 27, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-396-198	January 6, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-520-728	August 4, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-484-964	May 15, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-485-109	June 2, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-520-731	August 4, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-520-730	August 4, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-581-701	December 11, 1997
Brookstone Company, Inc	Gardener's Eden	TX-4-717-882	March 3, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-717-881	March 3, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-717-884	March 3, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-717-883	March 3, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-729-642	March 3, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-763-163	September 18, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-763-164	September 18, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-763-165	September 18, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-763-166	September 18, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-763-168	September 18, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-763-167	September 18, 1998

<u>Applicant</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc	Gardener's Eden	TX-4-836-075	September 18, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-812-085	December 22, 1998
Brookstone Company, Inc	Gardener's Eden	TX-4-812-086	December 22, 1998
Brookstone Company, Inc	Gardeners Eden	TX-6-197-534	June 20, 2005
Brookstone Company, Inc	Gardeners Eden	TX-6-186-247	June 29, 2005
Brookstone Company, Inc	Gardeners Eden	TX-6-186-246	June 27, 2005
Brookstone Company, Inc	Gardeners Eden Vol. GE 305-B1 Summer 2005	TX-6-199-620	June 21, 2005

Copyright Licenses

None.

EXHIBIT B**List of Patents and Patent Licenses***Patents*

<u>Assignee</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Brookstone Purchasing, Inc.	Control Panel for Foot Massager	US	29/099,802	January 27, 1999	D416,328	November 9, 1999
Brookstone Purchasing, Inc.	Electronic Chef's Fork	US	09/299,160	April 22, 1999	5,983,783	November 16, 1999
Brookstone Purchasing, Inc.	Foot Massager	US	29/099,801	February 8, 2000	D420,450	February 8, 2000
Brookstone Company, Inc.	Electronic Chef's Fork	US	09/373,690	August 13, 1999	6,065,391	May 23, 2000
Brookstone Purchasing, Inc.	Hand Held Hair Dryer	US	29/116,010	December 22, 1999	D432,715	October 24, 2000
Brookstone Purchasing, Inc.	Hand Held Percussive Massager	US	29/116,009	December 22, 1999	D435,913	January 2, 2001
Brookstone Company, Inc.	Electronic Fork	US	29/108,607	July 29, 1999	D437,794	February 20, 2001
Brookstone Purchasing, Inc.	Hand Held Massager w/Rotatable Head	US	29/116,008	December 22, 1999	D438,308	February 27, 2001
Brookstone Purchasing, Inc.	Hairbrush	US	29/121,259	April 4, 2000	D439,747	April 3, 2001
Brookstone Purchasing, Inc.	Alarm Clock w/Moveable Lamp	US	29/143,239	June 8, 2001	D453,687	February 19, 2002
Brookstone Purchasing, Inc.	Personal Massager	US	29/143,242	August 8, 2001	D454,959	March 26, 2002
Brookstone Purchasing, Inc.	Flashlight w/Tilttable Head	US	29/143,241	August 8, 2001	D456,544	April 30, 2002
Brookstone Purchasing, Inc.	Hand Held Hair Dryer	US	09/634,939	August 8, 2000	6,393,718	May 28, 2002
Brookstone Purchasing, Inc.	Control Panel for Hand-Held Device	US	29/134,385	December 19, 2000	D459,315	June 25, 2002
Brookstone Purchasing, Inc.	Hand Held Percussive Massager w/Adjustable Nodes	US	09/489,049	January 21, 2000	6,432,072	August 13, 2002
Brookstone Purchasing, Inc.	Folding Booklight	US	29/154,613	January 25, 2002	D464,755	October 22, 2002
Brookstone Purchasing, Inc.	Hand Held Massager	US	29/154,632	January 25, 2002	D466,217	November 26, 2002
Brookstone Purchasing, Inc.	Tilttable Personal Batter Powered Fan	US	29/143,240	June 8, 2001	D466,604	December 3, 2002
Brookstone Purchasing, Inc.	Pinpoint Massager	US	29/154,615	January 25, 2002	D466,612	December 3, 2002

<u>Assignee</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Brookstone Purchasing, Inc.	Wireless Speaker	US	29/154,614	January 25, 2002	D467,899	December 31, 2002
Brookstone Purchasing, Inc.	Electronic Measuring Jigger	US	29/150,485	November 23, 2001	D468,220	January 7, 2003
Brookstone Purchasing, Inc.	Folding Mirror w/Sliding Door Storage Compartment	US	29/155,614	February 13, 2002	D470,665	February 25, 2003
Brookstone Purchasing, Inc.	Lap Desk with Reading Light	US	29/154,616	January 25, 2002	D472,728	April 8, 2003
Brookstone Purchasing, Inc.	Talking Photograph Frame	US	29/164,444	July 24, 2002	D473,720	April 29, 2003
Brookstone Purchasing, Inc.	Hand-held Hair Dryer	US	29/166,897	September 5, 2002	D474,858	May 20, 2003
Brookstone Purchasing, Inc.	Subwoofer Speaker	US	29/162,759	June 24, 2002	D476,312	June 24, 2003
Brookstone Purchasing, Inc.	Audio Speaker	US	29/162,758	June 20, 2002	D476,640	July 1, 2003
Brookstone Purchasing, Inc.	Talking Multi-Function Alarm Clock	US	29/163,556	July 8, 2002	D476,579	July 1, 2003
Brookstone Purchasing, Inc.	Hand-held massager	US	29/166,896	September 5, 2002	D476,746	July 1, 2003
Brookstone Purchasing, Inc.	Shower Radio	US	29/166,916	September 5, 2002	D480,381	October 7, 2003
Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	US	29/166,258	August 23, 2002	D481,587	November 4, 2003
Brookstone Purchasing, Inc.	Tower Ventilating Fan	US	29/166,867	September 5, 2002	D483,106	December 2, 2003
Brookstone Purchasing, Inc.	CD Player	US	29/162,757	June 20, 2002	D485,250	January 13, 2004
Brookstone Purchasing, Inc.	Talking Photograph Album	US	29/163,557	July 8, 2002	D487,481	March 9, 2004
Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	US	29/185,474	June 27, 2003	D496,826	October 5, 2004
Brookstone Purchasing, Inc.	Massaging Bed Rest Cushion w/Light	US	09/801,353	March 7, 2001	6,814,709	November 9, 2004
Brookstone Purchasing, Inc.	Display Container	US	09/976,418	October 12, 2001	6,817,471	November 16, 2004
Brookstone Purchasing, Inc.	Alarm Clock	US	29/193,733	November 13, 2003	D500,251	December 28, 2004
Brookstone Purchasing, Inc.	Flashlight	US	29/197,244	January 13, 2004	D501,266	January 25, 2005
Brookstone Purchasing, Inc.	Electronic Device for the Preparation of Mixed Dri	US	09/991,810	November 23, 2001	6,866,511	March 15, 2005

<u>Assignee</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Brookstone Purchasing, Inc.	Pressure Gauge	US	29/196,868	January 6, 2004	D505,871	June 7, 2005
Brookstone Purchasing, Inc.	Chef's Fork	US	29/201,221	March 11, 2004	D505,842	June 7, 2005
Brookstone Purchasing, Inc.	Audio Speaker	US	29/194,088	November 19, 2003	D508,909	August 30, 2005

Pending Patent Applications

<u>Assignee</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Brookstone Purchasing, Inc.	Foldable Headphones	US	10/658,560	September 8, 2003	N/A	N/A
Brookstone Purchasing, Inc.	System & Method for Determining Air Pressure	US	10/706,896	November 13, 2003	N/A	N/A
Brookstone Purchasing, Inc.	Entertainment Unit	US	29/194,087	November 19, 2003	N/A	N/A
Brookstone Purchasing, Inc.	Entertainment System	US	29/194,083	November 19, 2003	N/A	N/A
Brookstone Purchasing, Inc.	Massager	US	29/196,867	January 6, 2004	N/A	N/A
Brookstone Purchasing, Inc.	All Terrain Radio	US	29/197,114	January 9, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Pop-Up Recording Frame	US	29/197,113	January 9, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Speaker Having a Transparent Panel	US	10/756,005	January 13, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Portable Lighting Device w/Multi-Activation Switch	US	10/777,844	February 12, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Sys & Meth for Displaying an Image & Playing Assoc	US	10/782,437	February 19, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Foldable Massaging Bed Rest	US	10/783,085	February 20, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Lap Desk	US	29/200,550	March 1, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Clock	US	29/201,222	March 11, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Handheld Massaging Device	US	10/798,471	March 11, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Method and Apparatus for Bathing Body Parts	US	10/803,021	March 17, 2004	N/A	N/A

<u>Assignee</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Brookstone Purchasing, Inc.	Electronic Chef's Fork	US	10/797,269	March 19, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Method & Apparatus for Providing Hot & Cold Massag	US	10/805,033	March 19, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Device and System for Monitoring Food	US	10/811,109	March 26, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Foot Massager	US	29/202,635	April 2, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Pillow w/Air Filter	US	10/827,782	April 20, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Method & Apparatus for Providing a Modifiable Mass	US	10/844,944	May 13, 2004	N/A	N/A
Brookstone Purchasing, Inc.	System & Method for Providing Passive Noise Reduct	US	10/851,014	May 21, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Foot Bath	US	29/206,552	June 1, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Massager	US	29/206,813	June 3, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Headphones	US	29/207,025	June 8, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Compact Disc Player	US	29/207,340	June 11, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Audio Sound System	US	29/217,965	November 23, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Photography Frame	US	29/219,169	December 13, 2004	N/A	N/A
Brookstone Purchasing, Inc.	Speaker Having a Transparent Panel	PCT	PCT/US2005/0019 26	January 21, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Speaker Having a Transparent Panel	AUS	PCT/US2005/0019 26	January 21, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Radio and Compact Disc Player	US	29/224,653	March 4, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Audio Sound System	US	29/224,646	March 4, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Audio Sound System	US	29/224,766	March 7, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Radio and Compact Disc Player	US	29/224,765	March 7, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Personal Fan	US	29/230,469	May 23, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Lighted Travel Clock	US	29/230,477	May 23, 2005	N/A	N/A

<u>Assignee</u>	<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Brookstone Purchasing, Inc.	Audio Speaker	US	29/231,051	May 31, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Remote Control	US	29/231,021	May 31, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Relaxation Sound System	US	29/231,008	May 31, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Light for Barbeque Grill	US	29/231,052	May 31, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Carrying Case	US	29/231,334	June 3, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Fan with Misting Capability	US	29/231,366	June 3, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Flashlight	US	29/231,367	June 3, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Wine Bottle Opener	US	29/232,122	June 15, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Heat Dissipating Audio Systems and Methods Thereof	US	TBD	September 7, 2005	N/A	N/A

Patent Licenses

<u>Licensor</u>	<u>Licensee</u>	<u>Agreement Date</u>	<u>Geographic Scope</u>	<u>(Non) Exclusive</u>
LJ Talk LLC	Brookstone, Inc.	October 18, 2002	Global	Non-Exclusive
New Transducers Ltd.	Brookstone, Inc.	May 19, 2003	Global	Non-Exclusive
Adam Holms	Brookstone Purchasing, Inc.	June 18, 2004	Global	Exclusive
Brookstone Purchasing, Inc.	D&M Sales	June 2, 2004	Global	Use for or on behalf of Brookstone only
o2-cool, Inc.	Brookstone Purchasing, Inc.	July 28, 2004	-	Non-Exclusive
Sinox Lock Company	Brookstone Purchasing, Inc.	September 23, 2004	US and Canada	Non-Exclusive
Asia Combine Company, Ltd.	Brookstone Purchasing, Inc.	August 4, 2005	As authorized by Brookstone's Senior Management	Non-Exclusive
Brookstone Purchasing, Inc.	Brookstone Company, Inc. Brookstone Stores, Inc. Brookstone Retail Puerto Rico, Inc. Gardeners Eden, Inc.	February 1, 2004	US incl. Puerto Rico	Non-Exclusive

EXHIBIT C**List of Trademarks and Trademark Licenses***Registered Trademarks*

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc.	Brookstone	Canada	CX540936	April 26, 1985	TMA362,315	November 1, 1989
Brookstone Company, Inc.	Brookstone	Canada	857,292	September 26, 1997	TMA564,801	July 17, 2002
Brookstone Company, Inc.	Hard to Find TOOLS	Canada	1,204,585	January 19, 2004	642,693	June 22, 2005
Brookstone Company, Inc.	Brookstone	China	9800037709	April 20, 1998	1,299,150	July 28, 1999
Brookstone Company, Inc.	Brookstone	China	9800037706	April 20, 1998	1303073	August 14, 1999
Brookstone Company, Inc.	Brookstone	China	9800037708	April 20, 1998	1287920	June 28, 1999
Brookstone Company, Inc.	Brookstone	China	9800037707	April 20, 1998	1313834	September 14, 1999
Brookstone Company, Inc.	Brookstone	China	9800037710	April 20, 1998	1299541	July 28, 1999
Brookstone Company, Inc.	Brookstone	EPO	000796110	April 14, 1998	796110	May 18, 1999
Brookstone Company, Inc.	Brookstone	Hong Kong	4863/98	April 17, 1998	13071/1999	April 17, 1998
Brookstone Company, Inc.	Brookstone	Hong Kong	4864/98	April 17, 1998	5697/1999	April 17, 1998
Brookstone Company, Inc.	Brookstone	Hong Kong	4865/98	April 17, 1998	5512/1999	April 17, 1998
Brookstone Company, Inc.	Brookstone	Indonesia	D98 07503	April 24, 1998	438302	February 4, 2000
Brookstone Company, Inc.	Brookstone	Japan	31099/1998	April 13, 1998	4306353	August 20, 1999
Brookstone Company, Inc.	Brookstone	Japan		April 13, 1998	2009394	December 18, 1987
Brookstone Company, Inc.	AcoustiClear	MADRID	A0001423	May 17, 2005	851851	May 17, 2005
Brookstone Company, Inc.	Brookstone	Malaysia	98/006642	June 1, 1998	98/006642	October 29, 2002

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc.	Brookstone	Malaysia	98/996641	June 1, 1998	98/006641	April 19, 2002
Brookstone Company, Inc.	Brookstone	Mexico	332169	May 11, 1998	630218	October 27, 1999
Brookstone Company, Inc.	Brookstone	Mexico	332167	May 11, 1998	630217	October 27, 2000
Brookstone Company, Inc.	Brookstone	Singapore	S/7671/96	July 24, 1996	7671/96	July 24, 1996
Brookstone Company, Inc.	Brookstone	Singapore	S/7672/96	July 24, 1996	T96/07672E	July 24, 1996
Brookstone Company, Inc.	Brookstone	Singapore	T99/02089E	March 4, 1999	T99/02089E	March 4, 1999
Brookstone Company, Inc.	Brookstone	Singapore	T00/08795Z	May 25, 2000	T00/08795Z	May 25, 2000
Brookstone Company, Inc.	Brookstone	South Korea	98-9896	April 14, 1998	453471	August 25, 1999
Brookstone Company, Inc.	Brookstone	Sri Lanka	87584	April 27, 1998	87584	April 27, 1998
Brookstone Company, Inc.	Brookstone	Taiwan	87019188	April 24, 1998	846960	April 16, 1999
Brookstone Company, Inc.	Brookstone	Taiwan	87019189	April 24, 1998	896913	July 16, 2000
Brookstone Company, Inc.	Brookstone	Taiwan	87019190	April 24, 1998	840073	February 16, 1999
Brookstone Company, Inc.	Brookstone	Taiwan	87019191	April 24, 1998	859919	July 16, 1999
Brookstone Company, Inc.	Brookstone	Thailand	360882	May 26, 1998	KOR92179	May 26, 1998
Brookstone Purchasing, Inc.	AcoustiClear	US	78/301,454	September 17, 2003	2,979,269	July 26, 2005
Brookstone Purchasing, Inc.	AcoustiClear	US	78/300,800	September 16, 2003	2,961,267	June 7, 2005
Brookstone Purchasing, Inc.	Aqua-Jet Foot Spa	US	78/310,817	October 8, 2003	2,970,018	July 19, 2005
Brookstone Company, Inc.	Brookstone	US	73/370,242	June 17, 1982	1,270,358	March 13, 1984
Brookstone Company, Inc.	Brookstone	US	73/425,701	May 13, 1983	1,338,831	June 4, 1985
Brookstone Company, Inc.	Brookstone	US	73/517,075	January 10, 1985	1,386,424	March 18, 1986

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Company, Inc.	Brookstone	US	75/370,322	October 8, 1997	2,334,207	March 28, 2000
Brookstone Purchasing, Inc.	easyclick	US	78/293,317	August 28, 2003	2,958,390	May 31, 2005
Brookstone Purchasing, Inc.	Fiendishly Ingenious Devices	US	73/430,257	June 15, 1983	1,317,358	January 19, 1985
Brookstone Purchasing, Inc.	Fill your home with sound, not equipment	US	78/302,002	September 18, 2003	2,945,245	April 26, 2005
Brookstone Purchasing, Inc.	FOM	US	78/307,357	September 30, 2003	2,973,860	July 19, 2005
Brookstone Purchasing, Inc.	FOM Body	US	78/338,397	December 9, 2003	2,919,014	January 18, 2005
Brookstone Purchasing, Inc.	FOM Sport	US	78/338,485	December 9, 2003	2,922,971	February 1, 2005
Brookstone Purchasing, Inc.	Great speakers should be heard, not seen	US	78/301,972	September 18, 2003	2,973,780	July 19, 2005
Brookstone Purchasing, Inc.	Grill Alert	US	78/111,354	February 27, 2002	2,678,254	January 21, 2003
Brookstone Purchasing, Inc.	MAX	US	78/140,670	July 2, 2002	2,778,742	October 28, 2003
Brookstone Purchasing, Inc.	Mighty MAX	US	78/171,251	October 4, 2002	2,785,096	November 18, 2003
Brookstone Purchasing, Inc.	pureion	US	78/327,387	November 13, 2003	2,982,941	August 9, 2005
Brookstone Purchasing, Inc.	Pure-Ion	US	78/313,232	October 14, 2003	2,964,988	July 5, 2005
Brookstone Purchasing, Inc.	Smartini	US	78/346,869	December 31, 2003	2,986,441	August 16, 2005
Brookstone Purchasing, Inc.	Sound as We See It	US	78/184,279	November 12, 2002	2,808,616	January 27, 2004
Brookstone Purchasing, Inc.	SoundShield	US	78/265,188	June 20, 2003	2,968,457	July 12, 2005
Brookstone Purchasing, Inc.	SoundShield	US	78/301,431	September 17, 2003	2,945,244	April 26, 2005
Brookstone Purchasing, Inc.	S'Pair Bed	US	74/272,944	May 6, 1992	1,778,378	June 22, 1993
Brookstone Purchasing, Inc.	Tools That Think	US	75/904,605	January 28, 2000	2,663,815	December 17, 2002

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Purchasing, Inc.	Tune Out the Noise, Tune in the Music	US	78/304,679	September 24, 2003	2,926,365	February 15, 2005
Brookstone Purchasing, Inc.	Twin Sensations	US	78/301,536	September 17, 2003	2,925,079	February 8, 2005
Brookstone Purchasing, Inc.	Twin Sensations	US	78/301,508	September 17, 2003	2,924,422	February 1, 2005
Brookstone Purchasing, Inc.	What Fun Feels Like	US	78/340,987	December 15, 2003	2,980,881	August 2, 2005

Pending Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Brookstone Purchasing, Inc.	AcoustiClear	Australia	1016084	August 17, 2004	N/A	N/A
Brookstone Purchasing, Inc.	AcoustiClear	Australia	1016084	August 17, 2004	N/A	N/A
Brookstone Purchasing, Inc.	AcoustiClear	Canada	1257934	May 17, 2005	N/A	N/A
Brookstone Company, Inc.	Hard to Find TOOLS	EPO	003632676	January 27, 2004	N/A	N/A
Brookstone Company, Inc.	AAC Advanced Audio Concepts Ltd	Hong Kong	300086661	September 30, 2003	N/A	N/A
Brookstone Company, Inc.	Brookstone Advanced Audio Concepts	Hong Kong	300086652	September 30, 2003	N/A	N/A
Brookstone Company, Inc.	Brookstone	India	1248002	November 6, 2003	N/A	N/A
Brookstone Company, Inc.	Brookstone	Mexico	332168	May 11, 1998	N/A	N/A
Brookstone Company, Inc.	AAC Advanced Audio Concepts Ltd	US	78/304,680	September 24, 2003	N/A	N/A
Brookstone Company, Inc.	Advanced Audio Concepts	US	78/304,390	September 23, 2003	N/A	N/A
Brookstone Purchasing, Inc.	BBQ 365	US	78/513,213	November 8, 2004	N/A	N/A
Brookstone Company, Inc.	Brookstone	US	78/679,078	July 26, 2005	N/A	N/A

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Brookstone Purchasing, Inc.	Brookstone NAP	US	78/578,113	March 2, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Calming Visions	US	78/483,181	September 14, 2004	N/A	N/A
Brookstone Purchasing, Inc.	ColorSmart	US	78/713927	September 15, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Cool It	US	78/461,061	August 3, 2004	N/A	N/A
Brookstone Purchasing, Inc.	easycheck	US	78/465,913	August 11, 2004	N/A	N/A
Brookstone Purchasing, Inc.	FOM	US	78/300,838	September 16, 2003	N/A	N/A
Brookstone Purchasing, Inc.	FOM Travel	US	78/338,447	December 9, 2003	N/A	N/A
Brookstone Company, Inc.	Gardeners Eden	US	78/373,213	February 24, 2004	N/A	N/A
Brookstone Company, Inc.	Gardeners Eden	US	78/373,310	February 24, 2004	N/A	N/A
Brookstone Company, Inc.	Gardeners Eden	US	78/391,733	March 26, 2004	N/A	N/A
Brookstone Company, Inc.	Gardeners Eden	US	78/421,662	May 19, 2004	N/A	N/A
Brookstone Company, Inc.	Gardeners Eden	US	78/421,636	May 19, 2004	N/A	N/A
Brookstone Company, Inc.	Gift of Innovation	US	78/576,075	February 28, 2005	N/A	N/A
Brookstone Purchasing, Inc.	iPillow	US	78/705,971	September 2, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Land Roller	US	78/332,020	November 24, 2003	N/A	N/A
Brookstone Purchasing, Inc.	Microbeam	US	78/624,328	May 5, 2005	N/A	N/A
Brookstone Purchasing, Inc.	nap	US	78/584,904	March 10, 2005	N/A	N/A
Brookstone Purchasing, Inc.	NapSoft	US	78/602,059	April 5, 2005	N/A	N/A
Brookstone Purchasing, Inc.	P'artini	US	78/461,091	August 3, 2004	N/A	N/A
Brookstone Purchasing, Inc.	ReadyLight	US	78/321,466	October 31, 2003	N/A	N/A

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Brookstone Purchasing, Inc.	Relaxation Zone	US	78/332,821	November 25, 2003	N/A	N/A
Brookstone Purchasing, Inc.	Smart Pressure	US	78/292,879	August 27, 2003	N/A	N/A
Brookstone Purchasing, Inc.	SoftSound	US	78/600,664	April 2, 2005	N/A	N/A
Brookstone Purchasing, Inc.	SongCube	US	78/713,938	September 15, 2005	N/A	N/A
Brookstone Purchasing, Inc.	Tiny Tunes	US	78/796,249	September 2, 2005	N/A	N/A
Brookstone Purchasing, Inc.	WeatherWrap	US	78/630,079	May 13, 2005	N/A	N/A
Brookstone Purchasing, Inc.	XpressCheck	US	78/477,937	September 2, 2004	N/A	N/A

Trademark Licenses

<u>Licensor</u>	<u>Licensee</u>	<u>Agreement Date</u>	<u>Geographic Scope</u>	<u>(Non) Exclusive</u>	<u>Licensed Mark(s)</u>
Headwaters, Inc.	Brookstone Purchasing, Inc.	October 18, 2002	Global	Exclusive	Tranquil Moments
New Transducers Ltd.	Brookstone, Inc.	May 19, 2003	Global	Non-Exclusive	NXT name and logo
Travel Sentry	Brookstone Purchasing, Inc.	February 18, 2005	Global	Non-Exclusive	Travel Sentry name and logo
Asia Combine Company, Ltd.	Brookstone Purchasing, Inc.	August 4, 2005	As authorized by Brookstone's Senior Management	Non-Exclusive	All of Brookstone's foreign and domestic trademarks
Brookstone Company, Inc.	Brookstone Purchasing, Inc. Brookstone Stores, Inc. Brookstone Retail Puerto Rico, Inc. Gardeners Eden, Inc.	February 1, 2004	US incl. Puerto Rico	Non-Exclusive	Brookstone; Hard to Find Tools; Gardeners Eden; Advanced Audio Concepts; Gift of Innovation (names and logos)

<u><i>Licensor</i></u>	<u><i>Licensee</i></u>	<u><i>Agreement Date</i></u>	<u><i>Geographic Scope</i></u>	<u><i>(Non) Exclusive</i></u>	<u><i>Licensed Mark(s)</i></u>
Brookstone Purchasing, Inc.	Brookstone Company, Inc. Brookstone Stores, Inc. Brookstone Retail Puerto Rico, Inc. Gardeners Eden, Inc.	February 1, 2004	US incl. Puerto Rico	Non-Exclusive	All other Brookstone owned registered trademarks, common law trademarks, and trademark applications