

BROOKSTONE COMPANY, INC.

RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY

THIS RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY is made as of **September 20, 2005** by Bank of America, N.A., successor-in-interest to Shawmut Bank, N.A. and Maryland National Bank and JP Morgan Chase & Co., successor-in-interest to Texas Commerce Bank National Association (collectively, the "Secured Party") under the Security Agreement (as defined below), in favor of Brookstone Company, Inc., a New Hampshire corporation (the "Mark Owner").

WHEREAS, pursuant to the Amended and Restated Security Agreement dated as of August 22, 1991, as amended and in effect from time to time (the "Security Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto and the Secured Party, the Mark Owner granted to the Secured Party a security interest in substantially all of its assets, including the Collateral (as defined below);

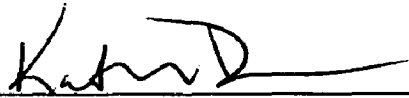
WHEREAS, pursuant to the Memorandum of Security Interest dated as of August 22, 1991 (the "Memorandum of Trademark Security Interest") between the Mark Owner and the Secured Party, which was recorded in the United States Patent and Trademark Office on September 4, 1991 at Reel 0811 Frame 0965, the Mark Owner (a) confirmed that the Mark Owner had, pursuant to the Security Agreement, granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached to the Memorandum of Trademark Security Interest and made a part thereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral"), and (b) represented that the Mark Owner (i) was the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof, and (ii) had the capacity to grant to the Secured Party the security interests granted under the Security Agreement; and

WHEREAS, (a) the Mark Owner has requested that the Secured Party (i) discharge and release its security interest in the Collateral, including those items set forth on Schedule A attached hereto, and (ii) reassign to the Mark Owner all of the Secured Party's rights, title and interest in and to the Collateral, and (b) the Secured Party is willing to do so on the term set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby: (a) discharges and releases the security interest, and transfers and assigns to the Mark Owner all of the rights, title and interests, of the Secured Party in and to the Collateral; (b) authorizes the Mark Owner to take any and all actions in connection with the Collateral in the Mark Owner's own name and at the Mark Owner's own cost and expense; and (c) agrees that, after the date hereof, the Secured Party will, at the cost and expense of the Mark Owner, execute and deliver to the Mark Owner such documents, and take such other actions, as the Mark Owner may reasonably request to accomplish the release, discharge, transfer and assignment set forth herein.

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A.

By 
Name: Kathleen Dimock
Title: Managing Director

JP MORGAN CHASE & CO.

By _____
Name:
Title:

The foregoing is hereby
agreed to and accepted:

BROOKSTONE COMPANY, INC.

By _____
Name:
Title:

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A.

By _____
Name:
Title:

JP MORGAN CHASE & CO.

By _____
Name:
Title: **F. HALL WEBB**
SVP

The foregoing is hereby
agreed to and accepted:

BROOKSTONE COMPANY, INC.

By _____
Name:
Title:

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A.


By _____
Name:
Title:

JP MORGAN CHASE & CO.

By _____
Name:
Title:

The foregoing is hereby
agreed to and accepted:

BROOKSTONE COMPANY, INC.

By 

Name: **Daniel J. Burke**

Title: **OVP, General Counsel and Assistant Secretary**

TRADEMARK

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
Brookstone	US	73/517,075	10-Jan-1985	1,386,424	18-March-1986
Brookstone	US	73/370,242	17-June-1982	1,270,358	13-March-1984
Brookstone	US	73/425,701	13-May-1982	1,338,831	4-June-1986
Fiendishly Ingenious Devices	US	73/430,257	16-June-1983	1,317,358	1-Jan-1985