

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookstone Company, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone International Holdings, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone Holdings, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone Military Sales, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone Properties, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone Purchasing, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone Retail Puerto Rico, Inc.		11/18/2011	CORPORATION: PUERTO RICO
Brookstone Stores, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Gardeners Eden, Inc.		11/18/2011	CORPORATION: NEW HAMPSHIRE
Brookstone, Inc.		11/18/2011	CORPORATION: DELAWARE
Advanced Audio Concepts, Ltd.		11/18/2011	CORPORATION: HONG KONG
Big Blue Audio LLC		11/18/2011	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
BNM, LLC		11/18/2011	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

CH \$140.00 85331746

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85331746	BIG BLUE AUDIO
Serial Number:	85407437	BIG BLUE AUDIO
Serial Number:	85407476	BIG BLUE AUDIO
Serial Number:	85411990	POWER. PAIR. PLAY.
Serial Number:	85421452	FIGHT THE SILENCE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	986588-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/18/2011

Total Attachments: 11
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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 Company, Inc. and see attached

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 18, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Internal Address: _____

Address: _____

Street Address: 100 Federal Street, 9th Floor

City: Boston

State: MA

Country: USA Zip: 02110

- Association Citizenship national association
- 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)

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

see attached

Additional sheet(s) attached? Yes No

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

see attached

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

Name: Jackie Billard

Internal Address: Riemer & Braunstein LLP

Street Address: Three Center Plaza

City: Boston

State: MA Zip: 02108

Phone Number: 617-880-3494

Fax Number: 617-880-3456

Email Address: jbillard@riemerlaw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

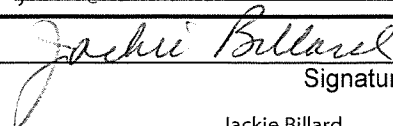
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Jackie Billard

Name of Person Signing

11/18/11

Date

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

11

JOINDER AND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Joinder and Supplement to Intellectual Property Security Agreement (this "Supplement") is made as of the 16th day of November, 2011 by and among:

BROOKSTONE COMPANY, INC., a New Hampshire corporation, **BROOKSTONE INTERNATIONAL HOLDINGS, INC.**, a New Hampshire corporation, **BROOKSTONE HOLDINGS, INC.**, a New Hampshire corporation, **BROOKSTONE MILITARY SALES, INC.**, a New Hampshire corporation, **BROOKSTONE PROPERTIES, INC.**, a New Hampshire corporation, **BROOKSTONE PURCHASING, INC.**, a New Hampshire corporation, **BROOKSTONE RETAIL PUERTO RICO, INC.**, a Puerto Rico corporation, **BROOKSTONE STORES, INC.**, a New Hampshire corporation, **GARDENERS EDEN, INC.**, a New Hampshire corporation, **BROOKSTONE, INC.**, a Delaware corporation, and **ADVANCED AUDIO CONCEPTS, LTD**, a Hong Kong corporation (each individually, an "Existing Grantor", and, together, the "Existing Grantors"), each with a principal office at One Innovation Way, Merrimack, New Hampshire;

BIG BLUE AUDIO LLC, a New Hampshire limited liability company ("Big Blue"), and **BNM, LLC**, a New Hampshire limited liability company ("BNM", and, together with Big Blue, individually a "New Grantor", and collectively the "New Grantors", and, the New Grantors, together with the Existing Grantors, individually, a "Grantor", and collectively, the "Grantors"); and

BANK OF AMERICA, N.A., as Collateral Agent, a national association, with offices at 100 Federal Street, 9th Floor, Boston, MA 02110 (the "Grantee"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WHEREAS, reference is made to a certain Amended and Restated Credit Agreement dated as of April 16, 2010 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") by and between (i) Brookstone Company, Inc., Brookstone International Holdings, Inc., Brookstone Holdings, Inc., Brookstone Properties, Inc., Brookstone Purchasing, Inc., Brookstone Retail Puerto Rico, Inc., Brookstone Stores, Inc., Gardeners Eden, Inc., Brookstone Military Sales, Inc.; (ii) Brookstone, Inc., Advanced Audio Concepts, Limited; (iii) the Lenders named therein; (iv) Bank of America, N.A., as Administrative Agent for the Lenders and as Collateral Agent for the Secured Parties; (v) Bank of America, N.A. and General Electric Capital Corporation, as Borrowing Base Agents for the Secured Parties; and (vi) Bank of America, N.A., as Swingline Lender and Issuing Bank.

WHEREAS, as security for its obligations under the Credit Agreement, the Existing Grantors, among others, have executed and delivered to the Grantee, for the benefit of the Secured Parties, (A) that certain Security Agreement dated as of October 4, 2005 (as the same has been, or may hereafter be, amended, modified, supplemented and/or restated, the "Security Agreement"), pursuant to which the Existing Grantors, among others, have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in and to the Collateral (as defined in the Security Agreement), and (B) that certain Intellectual Property Security Agreement dated as of October 4, 2005 (as amended and in effect, the "Agreement") in favor of the Grantee, pursuant to which the Existing Grantors pledged, assigned and granted a security interest in favor of the Grantee for the benefit of the Secured Parties in certain IP Collateral (as defined therein), which was recorded: (i) with respect to Trademarks (as defined therein), at the United States Patent and Trademark Office on October 18, 2005, at Reel 3208 and Frame 0224; (ii)

with respect to Patents (as defined therein), at the United States Patent and Trademark Office on October 18, 2005, at Reel 016902 and Frame 0157; and, (iii) with respect to Copyrights (as defined therein), with the U.S. Copyright Office on October 20, 2005 at document #V3531 D217-219 P1-45, and which was supplemented by that certain Supplement to Intellectual Property Security Agreement dated as of April 16, 2010, which was recorded: (i) with respect to Trademarks (as defined therein), at the United States Patent and Trademark Office on May 5, 2010, at Reel 004199 and Frame 0666; (ii) with respect to Patents (as defined therein), at the United States Patent and Trademark Office on May 3, 2010, at Reel 024320 and Frame 0649; and, (iii) with respect to Copyrights (as defined therein), with the U.S. Copyright Office on April 29, 2010 at document #V3598 D99 P1-22.

WHEREAS, the Existing Grantors have advised the Grantee that Brookstone Holdings, Inc. has formed the New Grantors as wholly-owned subsidiaries of Brookstone Holdings, Inc. Pursuant to Section 5.13 of the Credit Agreement, the Grantors are required to cause the New Grantor to join in the execution of, and become a party to, among other Loan Documents, the Agreement and the Security Agreement.

WHEREAS, in connection with the foregoing, (i) the New Grantors desire to join the Agreement as Grantors thereunder, and (ii) the parties to the Agreement desire to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

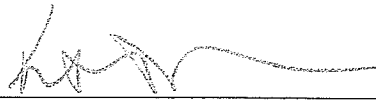
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. Joinder. Effective as of the date of this Joinder, each New Grantor hereby acknowledges that such New Grantor has received and reviewed a copy of the Agreement, and hereby:
 - a. joins in the execution of, and becomes a party to, the Agreement as a Grantor thereunder, as indicated with its signature below;
 - b. agrees that such New Grantor shall, for all purposes, be deemed an "Grantor", jointly and severally with all other Grantors under the Agreement;
 - c. covenants and agrees to be bound by all covenants (other than covenants which specifically relate solely to an earlier date), agreements, liabilities and acknowledgments of a Grantor under the Agreement as of the date hereof, in each case, with the same force and effect as if such New Grantor was a signatory to the Agreement and was expressly named as an Grantor therein;
 - d. hereby certifies that all representations and warranties of a Grantor under the Agreement are true and correct in all material respects as of the date hereof (other than representations and warranties that relate solely to an earlier date), in each case, with the same force and effect as if such New Grantor was a signatory to the Agreement and was expressly named as an Grantor therein; and

- e. assumes and agrees to perform all applicable duties and obligations of the Existing Grantors under the Agreement.
- 3. Grant of Security Interest. To secure the prompt, punctual, and faithful performance of all and each of the Obligations, each of Big Blue and BNM hereby grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in and to, and assigns to the Grantee, for the benefit of the Secured Parties, all right, title and interest of Big Blue and BNM in and to the IP Collateral.
- 4. Supplement to Exhibit A. The attached Exhibit A is hereby incorporated into and, as of the date hereof, made a part of Exhibit A to the Agreement.
- 5. Supplement to Exhibit B. The attached Exhibit B is hereby incorporated into and, as of the date hereof, made a part of Exhibit B to the Agreement.
- 6. Supplement to Exhibit C. The attached Exhibit C is hereby incorporated into and, as of the date hereof, made a part of Exhibit C to the Agreement.
- 7. Miscellaneous.
 - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. Each Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement, which may be executed in multiple counterparts, covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

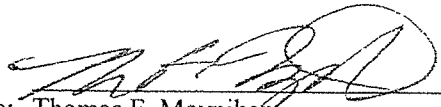
BANK OF AMERICA, N.A., as Collateral Agent and
Grantee

By: 

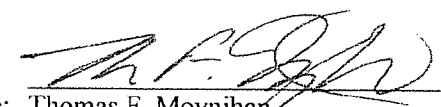
Name: Kathleen Dimock

Title: Managing Director

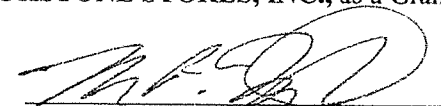
BROOKSTONE PURCHASING, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

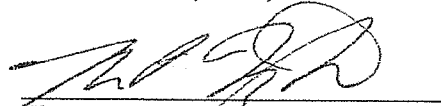
BROOKSTONE RETAIL PUERTO RICO, INC., as
a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

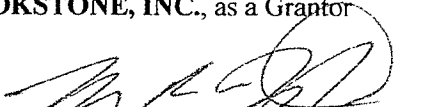
BROOKSTONE STORES, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GARDENERS EDEN, INC., as a Grantor

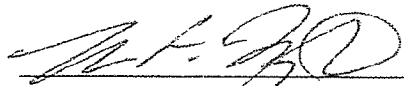
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

BROOKSTONE, INC., as a Grantor

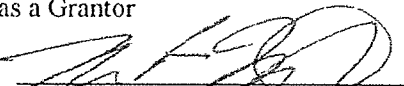
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

[Signature Page to Supplement to Intellectual Property Security Agreement]

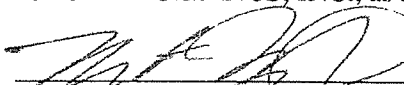
BROOKSTONE COMPANY, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary


**BROOKSTONE INTERNATIONAL HOLDINGS,
INC., as a Grantor**

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

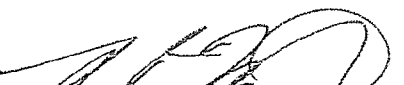
BROOKSTONE HOLDINGS, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

**BROOKSTONE MILITARY SALES, INC., as a
Grantor**

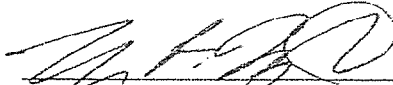
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

BROOKSTONE PROPERTIES, INC., as a Grantor

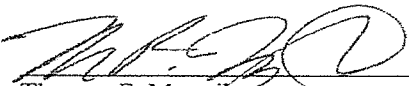
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

[Exhibits to Supplement to Intellectual Property Security Agreement]

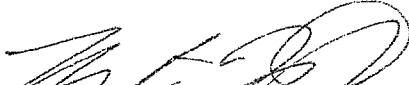
ADVANCED AUDIO CONCEPTS, LTD, as a
Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

BIG BLUE AUDIO LLC, as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Manager

BNM, LLC, as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Manager

[Signature Page to Supplement to Intellectual Property Security Agreement]

Exhibit A

None.

[Exhibits to Supplement to Intellectual Property Security Agreement]

Exhibit B

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application Serial No.</u>
	Big Blue Audio LLC	August 19, 2011	Pending	29/399,907

[Exhibits to Supplement to Intellectual Property Security Agreement]

Exhibit C

<u>Trademarks</u>	<u>Mark Type</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application Serial No.</u>
Big Blue Audio	Wordmark	Big Blue Audio LLC	May 26, 2011	Pending	85/331,746
Big Blue Audio	Stylized Logo	Big Blue Audio LLC	August 25, 2011	Pending	85/407,437
Big Blue Audio	Stylized Logo	Big Blue Audio LLC	August 25, 2011	Pending	85/407,476
Power. Pair. Play.	Wordmark	Big Blue Audio LLC	August 31, 2011	Pending	85/411,990
Fight the Silence	Wordmark	Big Blue Audio LLC	September 13, 2011	Pending	85/407,476

[Exhibits to Supplement to Intellectual Property Security Agreement]