TRADEMARK ASSIGNMENT

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Electronic Version v1.1
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12/30/2011
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01/10/2012
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROOKSTONE COMPANY, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
BROOKSTONE, INC.		12/30/2011	CORPORATION: DELAWARE
BROOKSTONE INTERNATIONAL HOLDINGS, INC		12/30/2011	CORPORATION: NEW HAMPSHIRE
BROOKSTONE HOLDINGS, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
BROOKSTONE PROPERTIES, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
BROOKSTONE PURCHASING, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
BROOKSTONE PUERTO RICO, INC.		12/30/2011	CORPORATION: PUERTO RICO
BROOKSTONE STORES, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
GARDENERS EDEN, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
BROOKSTONE MILITARY SALES, INC.		12/30/2011	CORPORATION: NEW HAMPSHIRE
BNM, LLC		12/30/2011	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
BIG BLUE AUDIO LLC		12/30/2011	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

CH $2990.00 3241447

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	One Boston Place, 18th Floor
Internal Address:	Attention: Jennifer Blanchette
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	a national banking association: ~~UNKNOWN~~ USX

PROPERTY NUMBERS Total: 119

Property Type	Number	Word Mark
Registration Number:	3241447	B B B B
Registration Number:	3957422	A WORLD OF INNOVATION
Registration Number:	3228401	AAC ADVANCED AUDIO CONCEPTS LTD.
Registration Number:	2961267	ACOUSTICLEAR
Registration Number:	2979269	ACOUSTICLEAR
Registration Number:	3383961	ADVANCED AUDIO CONCEPTS
Registration Number:	3359422	ALWAYS PERFECT
Registration Number:	2970018	AQUA-JET FOOT SPA
Registration Number:	3074744	BBQ 365
Registration Number:	3656954	BE
Registration Number:	3227975	BEAMBAG
Registration Number:	3455021	BETTER THAN DOWN
Registration Number:	3821479	BETTER THAN DOWN
Registration Number:	3927607	BIOSENSE
Registration Number:	3638574	BIOSENSE
Registration Number:	3216587	BOB
Registration Number:	3797387	BODYFORM
Registration Number:	3344896	BOOMBUCKET
Registration Number:	3132487	BROOKSTONE
Registration Number:	3133174	BROOKSTONE
Registration Number:	2334207	BROOKSTONE
Registration Number:	1386424	BROOKSTONE
Registration Number:	1338831	BROOKSTONE
Registration Number:	3583382	BROOKSTONE
Registration Number:	3751756	BROOKSTONE
Registration Number:	1270358	BROOKSTONE
Registration Number:	3582970	BROOKSTONE
Registration Number:	3546668	BROOKSTONE
Registration Number:	3993205	BROOKSTONE
Registration Number:	3221376	BROOKSTONE NAP
Registration Number:	3219644	CALMING VISIONS
Registration Number:	3893982	CANDYMAN

Registration Number:	3217195	CLEANER. FASTER. BETTER.
Registration Number:	3194172	COLOR-CALL
Registration Number:	3243049	COLORSMART
Registration Number:	3062430	COOL IT
Registration Number:	2958390	EASYCHECK
Registration Number:	2998250	EASYCHECK
Registration Number:	3931127	ECOPAD
Registration Number:	3893407	E-PAD
Registration Number:	3411623	E-PAD
Registration Number:	2945245	FILL YOUR HOME WITH SOUND, NOT EQUIPMENT
Registration Number:	2973860	FOM
Registration Number:	3026500	FÖM
Registration Number:	2919014	FOM BODY
Registration Number:	2922971	FÖM SPÖRT
Registration Number:	3059962	FÖM TRÄVEL
Registration Number:	3670508	FORMULA 210
Registration Number:	3670510	FORMULA 210
Registration Number:	3534128	GIFT OF INNOVATION
Registration Number:	2973780	GREAT SPEAKERS SHOULD BE HEARD, NOT SEEN
Registration Number:	2678254	GRILL ALERT
Registration Number:	3797384	HEAR TOGETHER
Registration Number:	3492448	ICONVERT
Registration Number:	3528933	IDESIGN
Registration Number:	3344858	INEED
Registration Number:	3129610	IPILLOW
Registration Number:	3928539	MAX
Registration Number:	3252969	MICROBEAM
Registration Number:	3928541	MIGHTY MAX
Registration Number:	3237068	MINIMAX
Registration Number:	3429933	MY LIFE DIGITAL PICTURE SHOW
Registration Number:	3241960	N-A-P
Registration Number:	3239801	NAP
Registration Number:	3132198	NAP
Registration Number:	3557395	NAP
Registration Number:	3557391	NAP

	3241962	NAP - FORM
Registration Number:	3241961	NAPFORM
Registration Number:	3071112	NAPSOFT
Registration Number:	3045191	P'ARTINI
Registration Number:	3937123	POWERPLATE
Registration Number:	2982941	PURE ION
Registration Number:	2964988	PURE-ION
Registration Number:	3044443	RELAXATION ZONE
Registration Number:	1778378	SP"AIR" BED
Registration Number:	3048566	SMART PRESSURE
Registration Number:	2986441	S'MARTINI
Registration Number:	3113150	SOFTSOUND
Registration Number:	3348169	SONGCUBE
Registration Number:	3294536	SONGPAK
Registration Number:	3285356	SONGPLAY
Registration Number:	3259552	SONGSPACE
Registration Number:	3273043	SONGSTICK
Registration Number:	3610226	SONGVIEW
Registration Number:	2968457	SOUNDSHIELD
Registration Number:	2945244	SOUNDSHIELD
Registration Number:	3604180	STEAM BUG
Registration Number:	3936473	THE GIFT EXPERTS
Registration Number:	3157892	THERASPA
Registration Number:	3728004	TIMESMART
Registration Number:	3557408	TOUCH NAP FEEL GOOD
Registration Number:	3557409	TOUCH NAP FEEL GOOD
Registration Number:	3554070	TOUCH SLEEP REVIVE
Registration Number:	2926365	TUNE OUT THE NOISE. TUNE IN THE MUSIC.
Registration Number:	2925079	TWIN SENSATIONS
Registration Number:	2924422	TWIN SENSATIONS
Registration Number:	3530118	WEATHER WRAP
Registration Number:	2980881	WHAT FUN FEELS LIKE
Registration Number:	3392664	WINK
Registration Number:	3004474	XPRESSCHECK
Serial Number:	85218841	THERASPA

	85242249	WHATTHEFUN
Serial Number:	85331746	BIG BLUE AUDIO
Serial Number:	85407437	BIG BLUE AUDIO
Serial Number:	85407476	BIG BLUE AUDIO
Serial Number:	85380694	KITTYSAN
Serial Number:	85331788	PUPPYSAN
Serial Number:	85218853	SMART THRONE
Serial Number:	85376969	BROOKSTONE DESIGN USA
Serial Number:	77180656	DREAM
Serial Number:	85421452	FIGHT THE SILENCE
Serial Number:	85387861	N'ICE CUBES
Serial Number:	85411990	POWER. PAIR. PLAY.
Serial Number:	85331777	QUEBZ
Serial Number:	85412689	XL AUDIO
Serial Number:	85502210	B
Serial Number:	85502306	FLIP
Serial Number:	85502265	RETRO

CORRESPONDENCE DATA

Fax Number: (617)279-8443
Phone: 617.310.5276
Email: tuttlet@gtlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: traci jaye tuttle
Address Line 1: one international place
Address Line 2: c/o greenberg traurig, llp
Address Line 4: boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	127351.010400 WOLF/TJT
NAME OF SUBMITTER:	Traci Jaye Tuttle
Signature:	/s/ Traci Jaye Tuttle
Date:	12/30/2011

Total Attachments: 50
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of December, 2011, 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., GARDENERS EDEN, INC., BROOKSTONE MILITARY SALES, INC., BIG BLUE AUDIO LLC, and BNM, LLC (hereinafter, each a "Grantor" and collectively the "Grantors"); and

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as collateral agent for the Credit 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 December 30, 2011 (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. as Guarantor, (iii) the Lenders named therein (iv) Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent for the Lenders, as Swing Line Lender, and as L/C Issuer, and (iv) Wells Fargo Bank, National Association, as Term Loan Agent, and (b) that certain Guaranty dated as of even date herewith (as the same may be amended, modified, supplemented or restated hereafter, the "Guaranty") executed by the Guarantor in favor of the Credit 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 even date herewith (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 Guarantor, as Grantors, and (ii) Wells Fargo Bank, National Association, as collateral agent for the Credit Parties, pursuant to which the Grantors have granted to the Collateral Agent, for the benefit of the Credit 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 Swing Line Lender has agreed to make Swing Line Loans, and the L/C Issuer 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 Guarantor's 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 Credit 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 Commonwealth of Massachusetts; 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 Massachusetts, "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.

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(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 (but excluding any intent-to-use trademark applications, for the creation by a Grantor of a security interest therein is prohibited without the consent of a third party or by applicable Law, but only to the extent and for so long, as such third party or applicable Law validly prohibits the creation of a Lien on such property) 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.

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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 Credit 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 Credit 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

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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 on Schedule 4.4, none of the Intellectual Property set forth on such exhibits is the subject of any licensing (excluding any non-exclusive outbound licenses) or franchise agreement pursuant to which any Grantor is the licensor or franchisor as of the date hereof.

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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 annual financial statements under Section 6.01(a) and the delivery of its monthly financial statements for the last month of each fiscal quarter (or financial statements delivered for the months of June and December solely with respect to notices regarding Copyrights or Copyright Licenses) under Section 6.01(b) of the Credit Agreement 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

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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 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 Commonwealth of Massachusetts, 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 As Attorney In Fact

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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 Credit 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

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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 COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

SECTION 14 Termination

14.1 This Agreement and the Security Interest (i) shall terminate upon Payment in Full (as defined in the Security Agreement) 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 Credit 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 7.05 of the Credit Agreement, the Security Interest 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]

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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.
BROOKSTONE COMPANY, INC.
BROOKSTONE PURCHASING, INC.
BROOKSTONE STORES, INC.
BROOKSTONE PROPERTIES, INC.
BROOKSTONE HOLDINGS, INC.
BROOKSTONE INTERNATIONAL HOLDINGS, INC.
GARDENERS EDEN, INC.
BROOKSTONE MILITARY SALES, INC.
BROOKSTONE RETAIL PUERTO RICO, INC.

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

BIG BLUE AUDIO LLC
BNM, LLC

By: _____
Name: Thomas F. Moynihan
Title: Manager

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COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Name: William Chan
Title: Director

[Intellectual Property Security Agreement]

Exhibit A

List of Copyrights and Material Copyright Licenses

Copyright Registrations and Applications

See attached list "Schedule III(a)".

Schedule III(a)

Owner	Full Copyright Title	Registration No.	Registration Year
Brookstone Company, Inc.	Hard-to-find tools & other fine things, A : catalog / Brookstone	CSN0011182	1975
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C : [catalog] / Brookstone	CSN0011184	1975
Brookstone Company, Inc.	Hard-to-find gifts, A / Brookstone	CSN0011179	1977
Brookstone Company, Inc.	Hard-to-find gifts, B / Brookstone	CSN0011180	1977
Brookstone Company, Inc.	Hard-to-find gifts, C / Brookstone	CSN0011181	1977
Brookstone Company, Inc.	Hard-to-find tools & other things, A / Brookstone	CSN0011182	1977
Brookstone Company, Inc.	Hard-to-find tools & other fine things, B / Brookstone	CSN0011183	1977
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C / Brookstone	CSN0011184	1977
Brookstone Company	Hard-to-find delicacies, B/Brookstone	CSN0011178	1978
Brookstone Company, Inc.	Hard-to-find gifts, A / Brookstone	CSN0011179	1978
Brookstone Company, Inc.	Hard-to-find gifts, B / Brookstone	CSN0011180	1978
Brookstone Company, Inc.	Hard-to-find gifts, C / Brookstone	CSN0011181	1978
Brookstone Company, Inc.	Hard-to-find tools & other things, A / Brookstone	CSN0011182	1978
Brookstone Company, Inc.	Hard-to-find tools & other fine things, B / Brookstone	CSN0011183	1978

Brookstone Company, Inc.	Hard-to-find tools & other fine things, C / Brookstone	CSN0011184	1978
Brookstone Company, Inc.	Hard-to-find delicacies, A : [catalog] / Brookstone	CSN0016669	1978
Brookstone Company, Inc.	The Blacksmith; painting / By Jefferson David Chalfant. (In Brookstone hard-to-find tools and other fine things, spring 1977) A816887 (1976)	V1661P259	1978
Brookstone Company, Inc.	Hard-to-find gifts, A / Brookstone	CSN0011179	1979
Brookstone Company, Inc.	Hard-to-find tools & other fine things, A : catalog / Brookstone	CSN0011182	1979
Brookstone Company, Inc.	Hard-to-find tools & other fine things, B / Brookstone	CSN0011183	1979
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C : [catalog] / Brookstone	CSN0011184	1979
Brookstone Company, Inc.	Hard-to-find delicacies, A : [catalog] / Brookstone	CSN0016669	1979
Brookstone Company, Inc.	Brookstone hard-to-find delicacies	CSN0019901	1979
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts	CSN0019902	1979
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, A : [catalog] / Brookstone	CSN0021164	1979
Brookstone Company, Inc.	Brookstone hard-to-find delicacies	CSN0019901	1980
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts	CSN0019902	1980
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, A : [catalog] / Brookstone	CSN0021164	1980
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, C.	CSN0033552	1980

Brookstone Company, Inc.	Hard-to-find tools and other fine things : [catalog] / Brookstone	CSN0037428	1980
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts	CSN0019902	1981
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, C.	CSN0033552	1981
Brookstone Company, Inc.	Hard-to-find tools and other fine things : [catalog] / Brookstone	CSN0037428	1981
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts	CSN0019902	1982
Brookstone Company, Inc.	Hard-to-find tools and other fine things : [catalog] / Brookstone	CSN0037428	1982
Brookstone Company, Inc.	Brookstone Homewares	CSN0043236	1982
Brookstone Company, Inc.	Hard-to-Find Tools & other fine things : [catalog] / Brookstone	CSN0044090	1982
Brookstone Company, Inc.	Brookstone Homewares	TX1000658	1982
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1983
Brookstone Company, Inc.	Hard-to-Find Tools & other fine things : [catalog] / Brookstone	CSN0044090	1983
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1983
Brookstone Company, Inc.	Brookstone Weathertamers: for the energy conscious : [catalog]	CSN0052315	1983
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1984
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1984

Brookstone Company, Inc.	Brookstone Weathertamers: for the energy conscious : [catalog]	CSN0052315	1984
Brookstone Company, Inc.	Yard & Garden/Brookstone	CSN0061014	1984
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1985
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1985
Brookstone Company, Inc.	Brookstone Weathertamers: for the energy conscious : [catalog]	CSN0052315	1985
Brookstone Company, Inc.	Yard & Garden/Brookstone	CSN0061014	1985
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1986
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1986
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1987
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1987
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1988
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1988
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1989
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1989
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1990

Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1990
Brookstone Company	Brookstone : catalog	CSN0089071	1990
Brookstone Company, Inc.	Brookstone.	TX0002908724	1990
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1991
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1991
Brookstone Company, Inc.	Hard-to-find tools, spring 1992.	TX0003510639	1991
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1992
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1992
Brookstone Company, Inc.	Hard to find tools, winter/Christmas, 1992.	TX0003513821	1992
Brookstone Company, Inc.	Hard-to-find tools, fall 1992.	TX000351637	1992
Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1993
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1993
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1993
Brookstone Company, Inc.	Explore the wonder: holidays at Brookstone.	TX0003741596	1993
Brookstone Company, Inc.	Doodads: for whatever Dads do.	TX0003741597	1993

Brookstone Company, Inc.	Brookstone Homewares : [catalog]	CSN0043236	1994
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1994
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1994
Brookstone Company, Inc.	Hard-to-find tools.	TX004046694	1994
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1995
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1995
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1998
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1998
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	1999
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	1999
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	1999
Brookstone Company, Inc.	Holiday 1998 & 125 other titles	V343D106	1999
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2000
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	2000
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2000

Brookstone Company, Inc.	Brookstone.com : catalog	CSN0133207	2000
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2001
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	2001
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2001
Brookstone Company, Inc.	Brookstone.com : catalog	CSN0133207	2001
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2002
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	2002
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2002
Brookstone Company, Inc.	Brookstone.com : catalog	CSN0133207	2002
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2003
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	2003
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2003
Brookstone Company, Inc.	Brookstone.com : catalog	CSN0133207	2003
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2004
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	2004

Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2004
Brookstone Company, Inc.	Brookstone.com : catalog	CSN0133207	2004
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2005
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma	CSN0053045	2005
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2005
Brookstone Company, Inc.	Brookstone home : innovation--indoors and out	CSN0147725	2005
Brookstone Company, Inc.	Brookstone retail/author, Brookstone	TX0006234771	2005
Brookstone Company, Inc.	Brookstone & 523 other titles (part 001 of 003)	V3531D217	2005
Brookstone Company, Inc.	Brookstone & 523 other titles (part 002 of 003)	V3531D218	2005
Brookstone Company, Inc.	Brookstone & 523 other titles (part 003 of 003)	V3531D219	2005
Brookstone Purchasing, Inc.	Brookstone digital photo album	VAu000703638	2005
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2006
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2006
Brookstone Company, Inc.	Brookstone home : innovation--indoors and out	CSN0147725	2006
Brookstone Company, Inc.	Brookstone : B506D2 cleverinnovations cool gifts, holiday 2006	Tx0006588965	2006

Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog]	CSN0052314	2007
Brookstone Company, Inc.	Brookstone : catalog	CSN0089071	2007
Brookstone Company, Inc.	Brookstone: innovations for honet life. [Published: 2007-07-23. Issue: vol. A6, Late Summer 2007]	TX0006818361	2007
Brookstone Company, Inc.	Brookstone: Brookstone Innovations for Home & Life. [Published: 2007-07-23. Issue: vol. A1, Late Summer 2007]	TX0006818401	2007
Brookstone Company, Inc.	Brookstone; Volume c307 Number B1 Date on Copies Fathers Day 2007	TX0006819119	2007
Brookstone Company, Inc.	Brookstone [Published: 2007-12-21. Issue: vol. C108 E1, Winter 2008]	TX0007095643	2007
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2007-12-02. Issue: vol. C707 A1, Last Minute Gifts 2007]	TX0007100941	2007
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2007-12-02. Issue: vol. C707 E1, Wnter 2008]	TX0007102467	2007
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2007-12-21. Issue: vol. C108 A2, Winter 2008]	TX0007106864	2007
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2007-06-15. Issue: vol. C307 D1, Summer 2007]	TX0007107829	2007
Brookstone Company, Inc.	Brookstone. [Published: 2007-12-21, Issue: vol. C108 A1, no. Innovations, for home and life]	TX0007212093	2007
Brookstone Company, Inc.	Brookstone retail website (www.brookstone.com)	VA0001398981	2007
Brookstone Company, Inc.	Brookstone.	VA0001722976	2007
Brookstone Company, Inc.	Brookstone [Published: 2008-02-02. Issue: vol. C108 D1, Winter 2008]	TX0007033196	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-02-02. Issue: vol. C108 D2, Winter 2008]	TX0007033210	2008

Brookstone Company, Inc.	Brookstone [Published: 2008-04-11. Issue: vol. C308 A3, Gift She'll Love]	TX0007040826	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-07-05. Issue: vol. C408 E1, Fall 2008]	TX0007057321	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-12-26. Issue: vol. C109 E1, Winter 2009]	TX0007057365	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-08-29. Issue: vol. C508 A1, Mid Fall 2008]	TX0007057393	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-08-15. Issue: vol. C408 D1, A World of Innovation]	TX0007059486	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-07-25. Issue: vol. C408 B1, A World of Innovation]	TX0007061794	2008
Brookstone Company, Inc.	Brookstone: A World of Innovation. [Published: 2008-10-26. Issue: vol. C608 A1, Holiday 2008]	TX0007066095	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-10-26. Issue: vol. C608, A2, Holiday 2008]	TX0007073022	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-12-26. Issue: vol. C109 A3, Winter 2009]	TX0007077096	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-08-15. Issue: vol. C408 D2, Fall 2008]	TX0007077129	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-07-05. Issue: vol. C408 A3, Late Summer 2008]	TX0007077136	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2008-01-12. Issue: vol. C108 B2, Winter 2008]	TX0007078383	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-10-04. Issue: vol. C508 D2, Holiday Preview 2008]	TX0007082973	2008
Brookstone Company, Inc.	Brookstone : A world of innovation. [Published: 2008-11-30. Issue: vol. C708 A6, Christmas Gift Guide 2008]	TX0007084208	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-11-30. Issue: vol. C708A5, Gift Guide 2008]	TX0007084693	2008

Brookstone Company, Inc.	Brookstone - A World Of Innovation. [Published: 2008-05-23. Issue: vol. C308 D4, Summer 2008	TX0007085614	2008
Brookstone Company, Inc.	Brookstone - A Worlf Of Innovation. [Published: 2008-10-04. Issue: vol. C508 D3, Holiday Preview 2008]	TX0007085647	2008
Brookstone Company, Inc.	Brookstone - A World Of Innovation. [Published: 2008-07-05. Issue: vol. C408 A1, Late Summer 2008	TX0007085949	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-10-26. Issue: vol. C608 E1]	TX0007087945	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-08-29. Issue: vol. C508 E1]	TX0007088563	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-11-30. Issue: vol. C708 A4, Christmas]	TX0007091528	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-10-14. Issue: vol. C508 D1, Holiday Preview 2008]	TX0007094716	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-12-26. Issue: vol. C109 A2]	TX0007097895	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-11-30. Issue: vol. C708 A2, A World of Innovation Christmas]	TX0007097925	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-12-26. Issue: vol. C109 A1]	TX0007097931	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-04-11. Issue: vol. C308 E1]	TX0007098693	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-08-29. Issue: vol. C508 A4, Mid Fall 2008]	TX0007102792	2008
Brookstone Company, Inc.	Brookstone [Published: 2008-02-29. Issue: vol. V. C208 A4 N, TEMPUR-PEDIC ANNIVERSARY SALE]	TX0007104094	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2008-03-21. Issue: vol. C208 B1, Spring 2008]	TX0007104114	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2008-02-29. Issue: vol. C208 A2, Early Spring 2008]	TX0007105430	2008

Brookstone Company, Inc.	Brookstone [Published: 2008-05-23. Issue: vol. C308 D3, Father's Day June 15]	TX0007105606	2008
Brookstone Company, Inc.	Brookstone - A World of Innovation. [Published: 2008-05-02. Issue: vol. C308 B2, Father's Day 2008]	TX0007105610	2008
Brookstone Company, Inc.	Brookstone - A World of Innovation. [Published: 2008-05-23. Issue: vol. C308 D2, Summer 2008]	TX0007105616	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2008-01-12. Issue: vol. C108 B1, Winter 2008]	TX0007106857	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2008-02-29. Issue: vol. C208 A1, Early Spring 2008]	TX0007106874	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life, Spring 2008 [Published: 2008-02-29. Issue: vol. C208 A3, Spring 2008]	TX0007108671	2008
Brookstone Company, Inc.	Brookstone- World of Innovation. [Published: 2008-09-19. Issue: vol. C508 B1, no. n/a, Late Fall 2008]	TX0007112609	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-04-11. Issue: vol. C308 A1, Early Summer 2008]	TX0007116761	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-05-02. Issue: vol. C308 B1, Father's Day]	TX0007117171	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-07. Issue: vol. C608 B2, no. N/A Holiday Gifts 2008]	TX0007144509	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-07. Issue: vol. C608 B4, no. N/A Holiday Gifts 2008]	TX0007144510	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-07. Issue: vol. C608 B1, no. N/A Holiday Gifts 2008]	TX0007145822	2008
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2008-02-29. Issue: vol. C208 E1, Spring 2008]	TX0007174372	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-21. Issue: vol. C608 D1, Holiday Gifts 2008]	TX0007243956	2008
Brookstone Company, Inc.	Brookstone : A World of Innovation. [Published: 2009-05-08. Issue: vol. C309 B1, Summer 2009]	TX0007065117	2009

Brookstone Company, Inc.	Brookstone : A World of Innovation. [Published: 2009-09-14. Issue: vol. C509 A2, Fall 2009]	TX0007067929	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-04-17. Issue: vol. C309 A4, Late Spring 2009]	TX0007072996	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-04-17. Issue: vol. C309 E1, Summer 2009]	TX0007073054	2009
Brookstone, Company, Inc.	Brookstone A World of Innovation. [Published: 2009-03-09. Issue: vol. C209 A1, Early Spring 2009]	TX0007085227	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-10-05. Issue: vol. C509 B2, Holiday Preview 2009]	TX0007088889	2009
Brookstone Company, Inc.	Brookstone [Published: 2009-09-14. Issue: vol. C509 A3, Fall, 2009]	TX0007088940	2009
Brookstone Company, Inc.	Brookstone [Published: 2009-10-05. Issue: vol. C509 B3, Holiday Preview, 2009]	TX0007095926	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-01-16. Issue: vol. C109 B1]	TX0007097864	2009
Brookstone Company, Inc.	Brookstone [Published: 2009-07-13. Issue: vol. C409 A1, Fall, 2009]	TX0007101818	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-08-24. Issue: vol. C409 D-2, Fall 2009]	TX0007106071	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-04-17, Issue: vol. C309 A1, no. A World of Innovation]	TX0007111531	2009
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2009-03-30. Issue: vol. C209 B1, no. N/A, Spring 2009]	TX0007129622	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-02-07. Issue: vol. C109 D1, Winter 2009]	TX0007158843	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-03-09. Issue: vol. C209 A3, Spring 2009]	TX0007173600	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-11-30. Issue: vol. C709 A2, no. A World of Innovation]	TX0007181244	2009

Brookstone Company, Inc.	Brookstone. [Published: 2009-11-02. Issue: vol. C609 A1, no. A World of Innovation]	TX0007191055	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-11-30. Issue: vol. C709 A4, no. A World of Innovation]	TX0007191250	2009
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2009-11-16. Issue: vol. C609 B2, Holiday 2009]	TX0007192739	2009
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2009-08-03. Issue: vol. C409 B2, Fall 2009]	TX0007195411	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-12-14. Issue: vol. C709 B1, no. A World of Innovation]	TX0007207949	2009
Brookstone Company, Inc.	Brookstone. [Published: 2010-01-04. Issue: vol. C110 A1, no. A World of Innovation]	TX0007181271	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-01-25. Issue: vol. C110 B2, no. A World of Innovation]	TX0007191027	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-02-06. Issue: vol. C110 D1, no. A World of Innovation]	TX0007191054	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-03-15. Issue: vol. C210 A1, no. A World of Innovation]	TX0007191259	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-04-26. Issue: vol. C310 A1, no. A World of Innovation]	TX0007225670	2010
Brookstone	Brookstone A World of Innovation. [Published: 2010-07-12. Issue: vol. C410, 7/12/2010]	TX0007358103	2010
Brookstone	Brookstone C510. [Published: 2010-09-13. Issue:]	TX0007358104	2010
Brookstone	Brookstone C610. [Published: 2010-11-01. Issue:]	TX0007361961	2010
Brookstone	Brookstone C710. [Published: 2010-11-29. Issue:]	TX0007361962	2010
Brookstone	Brookstone C211. [Published: 2011-03-16. Issue:]	TX0007361942	2011

Brookstone	Brookstone Outdoor Book. [Published: 2011-04-06. Issue:]	TX0007361944	2011
Brookstone	Brookstone C311. [Published: 2011-04-27. Issue:]	TX0007361946	2011
Brookstone	Brookstone C111. [Published: 2011-01-05. Issue:]	TX0007364188	2011

Inbound Material Copyright Licenses: None.

Exhibit B

List of Patents and Material Patent Licenses

Patent Registrations and Patent Applications

See attached list "Schedules III (b) and (c)".

Material Inbound Patent Licenses: None.

Schedules III (b)

Status	Owner	Title	Application Serial No.	Filing Date	Patent No	Issue Date
Issued	Brookstone Company, Inc.	Electronic Chef's Fork	09/299,160	Apr-22-1999	5,983,783	Nov-16-1999
Issued	Brookstone Company, Inc.	Electronic Chef's Fork	09/373,690	Aug-13-1999	6,065,391	May-23-2000
Issued	Brookstone Company, Inc.	Electronic Fork	29/108,607	Jul-29-1999	D437,794	Feb-20-2001
Issued	Brookstone Purchasing, Inc.	Hand Held Percussive Massager w/Adjustable Nodes	09/489,049	Jan-21-2000	6,432,072	Aug-13-2002
Issued	Brookstone Purchasing, Inc.	Hand Held Hair Dryer	09/634,939	Aug-8-2000	6,393,718	May-28-2002
Issued	Brookstone Purchasing, Inc.	Massaging Bed Rest Cushion w/Light	09/801,353	Mar-7-2001	6,814,709	Nov-9-2004
Issued	Brookstone Purchasing, Inc.	Display Container	09/976,418	Oct-12-2001	6,817,471	Nov-16-2004
Issued	Brookstone Purchasing, Inc.	Electronic Device for the Preparation of Mixed Dri	09/991,810	Nov-23-2001	6,866,511	Mar-15-2005
Issued	Brookstone Purchasing, Inc.	Foldable Headphones	10/658,560	Sep-8-2003	6,993,143	Jan-31-2006
Issued	Brookstone Purchasing, Inc.	System & Method for Determining Air Pressure	10/706,896	Nov-13-2003	7,013,722	Mar-21-2006
Issued	Brookstone Purchasing, Inc.	Speaker Having a Transparent Panel	10/756,005	Jan-13-2004	7,447,322	Nov-4-2008
Issued	Brookstone Purchasing, Inc.	Portable Lighting Device w/Multi-Activation Switch	10/777,844	Feb-12-2004	6,979,099	Dec-27-2005
Issued	Brookstone Purchasing, Inc.	Foldable Massaging Bed Rest	10/783,085	Feb-20-2004	7,328,470	Feb-12-2008

Issued	Brookstone Purchasing, Inc.	System and Method for Determing Temperature of Food	10/797,269	Mar-19-2004	7,104,682	Sep-12-2006
Issued	Brookstone Purchasing, Inc.	Method & Apparatus for Providing a Modifiable Mass	10/844,944	May-13-2004	7,427,274	Sep-23-2008
Issued	Brookstone Purchasing, Inc.	System & Method for Providing Passive Noise Reduct	10/851,014	May-21-2004	7,367,422	May-6-2008
Issued	Brookstone Purchasing, Inc.	Heat Dissipation System for Audio Equipment	11/222,013	Sep-8-2005	7,349,207	Mar-25-2008
Issued	Brookstone Purchasing, Inc.	Foot Massager with Heat Diversion Capability	11/435,282	May-17-2006	7,815,583	Oct-19-2010
Issued	Brookstone Purchasing, Inc.	Sealing Door Mechanism	11/506,248	Aug-18-2006	7,489,508	Feb-10-2009
Issued	Brookstone Purchasing, Inc.	Wine Opener with Integrated Foil Cutter	11/589,504	Oct-30-2006	7,481,134	Jan-27-2009
Issued	Brookstone Purchasing, Inc.	Docking Station for Portable Media Player or Storage Device	11/796,924	Apr-30-2007	7,524,197	Apr-28-2009
Issued	Brookstone Purchasing, Inc.	Motor Assembly for Vibrational Platform	12/014,329	Jan-15-2008	7,705,500	Apr-27-2010
Issued	Brookstone Purchasing, Inc.	Illumination Display with Enhanced Illumination Edge Lighting	12/151,383	May-5-2008	7,889,290	Feb-15-2011
Issued	Brookstone Purchasing, Inc.	Adjustable Resistance Exercise Device	12/369,917	Feb-12-2009	7,909,745	Mar-22-2011
Issued	Brookstone Purchasing, Inc.	Adjustable Resistance Exercise Device	12/605,612	Oct-26-2009	7,942,793	May-17-2011
Issued	Brookstone Purchasing, Inc.	Foot Massager	29/099,801	Feb-8-2000	D420,450	Feb-8-2000
Issued	Brookstone Purchasing, Inc.	Control Panel for Foot Massager	29/099,802	Jan-27-1999	D416,328	Nov-9-1999
Issued	Brookstone Purchasing, Inc.	Hand Held Massager w/Rotatable Head	29/116,008	Dec-22-1999	D438,308	Feb-27-2001

Issued	Brookstone Purchasing, Inc.	Hand Held Percussive Massager	29/116,009	Dec-22-1999	D435,913	Jan-2-2001
Issued	Brookstone Purchasing, Inc.	Hand Held Hair Dryer	29/116,010	Dec-22-1999	D432,715	Oct-24-2000
Issued	Brookstone Purchasing, Inc.	Hairbrush	29/121,259	Apr-4-2000	D439,747	Apr-3-2001
Issued	Brookstone Purchasing, Inc.	Control Panel for Hand-Held Device	29/134,385	Dec-19-2000	D459,315	Jun-25-2002
Issued	Brookstone Purchasing, Inc.	Alarm Clock w/Moveable Lamp	29/143,239	Jun-8-2001	D453,687	Feb-19-2002
Issued	Brookstone Purchasing, Inc.	Tiltable Personal Batter Powered Fan	29/143,240	Jun-8-2001	D466,604	Dec-3-2002
Issued	Brookstone Purchasing, Inc.	Flashlight w/Tiltable Head	29/143,241	Aug-8-2001	D456,544	Apr-30-2002
Issued	Brookstone Purchasing, Inc.	Personal Massager	29/143,242	Aug-8-2001	D454,959	Mar-26-2002
Issued	Brookstone Purchasing, Inc.	Electronic Measuring Jigger	29/150,485	Nov-23-2001	D468,220	Jan-7-2003
Issued	Brookstone Purchasing, Inc.	Folding Booklight	29/154,613	Jan-25-2002	D464,755	Oct-22-2002
Issued	Brookstone Purchasing, Inc.	Wireless Speaker	29/154,614	Jan-25-2002	D467,899	Dec-31-2002
Issued	Brookstone Purchasing, Inc.	Pinpoint Massager	29/154,615	Jan-25-2002	D466,612	Dec-3-2002
Issued	Brookstone Purchasing, Inc.	Lap Desk with Reading Light	29/154,616	Jan-25-2002	D472,728	Apr-8-2003
Issued	Brookstone Purchasing, Inc.	Hand Held Massager	29/154,632	Jan-25-2002	D466,217	Nov-26-2002
Issued	Brookstone Purchasing, Inc.	Folding Mirror w/Sliding Door Storage Compartment	29/155,614	Feb-13-2002	D470,665	Feb-25-2003

Issued	Brookstone Purchasing, Inc.	CD Player	29/162,757	Jun-20-2002	D485,250	Jan-13-2004
Issued	Brookstone Purchasing, Inc.	Audio Speaker	29/162,758	Jun-20-2002	D476,640	Jul-1-2003
Issued	Brookstone Purchasing, Inc.	Subwoofer Speaker	29/162,759	Jun-24-2002	D476,312	Jun-24-2003
Issued	Brookstone Purchasing, Inc.	Talking Multi-Function Alarm Clock	29/163,556	Jul-8-2002	D476,579	Jul-1-2003
Issued	Brookstone Purchasing, Inc.	Talking Photograph Album	29/163,557	Jul-8-2002	D487,481	Mar-9-2004
Issued	Brookstone Purchasing, Inc.	Talking Photograph Frame	29/164,444	Jul-24-2002	D473,720	Apr-29-2003
Issued	Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	29/166,258	Aug-23-2002	D481,587	Nov-4-2003
Issued	Brookstone Purchasing, Inc.	Tower Ventilating Fan	29/166,867	Sep-5-2002	D483,106	Dec-2-2003
Issued	Brookstone Purchasing, Inc.	Hand-held massager	29/166,896	Sep-5-2002	D476,746	Jul-1-2003
Issued	Brookstone Purchasing, Inc.	Hand-held Hair Dryer	29/166,897	Sep-5-2002	D474,858	May-20-2003
Issued	Brookstone Purchasing, Inc.	Shower Radio	29/166,916	Sep-5-2002	D480,381	Oct-7-2003
Issued	Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	29/185,474	Jun-27-2003	D496,826	Oct-5-2004
Issued	Brookstone Purchasing, Inc.	Alarm Clock	29/193,733	Nov-13-2003	D500,251	Dec-28-2004
Issued	Brookstone Purchasing, Inc.	Entertainment System	29/194,083	Nov-19-2003	D513,612	Jan-17-2006
Issued	Brookstone Purchasing, Inc.	Entertainment Unit	29/194,087	Nov-19-2003	D517,041	Mar-14-2006

Issued	Brookstone Purchasing, Inc.	Audio Speaker	29/194,088	Nov-19-2003	D508,909	Aug-30-2005
Issued	Brookstone Purchasing, Inc.	Massager	29/196,867	Jan-6-2004	D510,441	Oct-4-2005
Issued	Brookstone Purchasing, Inc.	Pressure Gauge	29/196,868	Jan-6-2004	D505,871	Jun-7-2005
Issued	Brookstone Purchasing, Inc.	Pop-Up Recording Frame	29/197,113	Jan-9-2004	D510,196	Oct-4-2005
Issued	Brookstone Purchasing, Inc.	All Terrain Radio	29/197,114	Jan-9-2004	D510,927	Oct-25-2005
Issued	Brookstone Purchasing, Inc.	Flashlight	29/197,244	Jan-13-2004	D501,266	Jan-25-2005
Issued	Brookstone Purchasing, Inc.	Lap Desk	29/200,550	Mar-1-2004	D512,245	Dec-6-2005
Issued	Brookstone Purchasing, Inc.	Chef's Fork	29/201,221	Mar-11-2004	D505,842	Jun-7-2005
Issued	Brookstone Purchasing, Inc.	Clock	29/201,222	Mar-11-2004	D517,430	Mar-21-2006
Issued	Brookstone Purchasing, Inc.	Foot Massager	29/202,635	Apr-2-2004	D524,947	Jul-11-2006
Issued	Brookstone Purchasing, Inc.	Foot Bath	29/206,552	Jun-1-2004	D531,732	Nov-7-2006
Issued	Brookstone Purchasing, Inc.	Massager	29/206,813	Jun-3-2004	D531,733	Nov-7-2006
Issued	Brookstone Purchasing, Inc.	Headphones	29/207,025	Jun-8-2004	D512,708	Dec-13-2005
Issued	Brookstone Purchasing, Inc.	Compact Disc Player	29/207,340	Jun-11-2004	D522,993	Jun-13-2006
Issued	Brookstone Purchasing, Inc.	Audio Sound System	29/217,965	Nov-23-2004	D532,769	Nov-28-2006

Issued	Brookstone Purchasing, Inc.	Photography Frame	29/219,169	Dec-13-2004	D515,826	Feb-28-2006
Issued	Brookstone Purchasing, Inc.	Audio Sound System	29/224,646	Mar-4-2005	D546,317	Jul-10-2007
Issued	Brookstone Purchasing, Inc.	Radio and Compact Disc Player	29/224,653	Mar-4-2005	D548,720	Aug-14-2007
Issued	Brookstone Purchasing, Inc.	Radio and Compact Disc Player	29/224,765	Mar-7-2005	D544,853	Jun-19-2007
Issued	Brookstone Purchasing, Inc.	Audio Sound System	29/224,766	Mar-7-2005	D544,463	Jun-12-2007
Issued	Brookstone Purchasing, Inc.	Personal Fan	29/230,469	May-23-2005	D529,166	Sep-26-2006
Issued	Brookstone Purchasing, Inc.	Lighted Travel Clock	29/230,477	May-23-2005	D533,082	Dec-5-2006
Issued	Brookstone Purchasing, Inc.	Relaxation Sound System	29/231,008	May-31-2005	D518,039	Mar-28-2006
Issued	Brookstone Purchasing, Inc.	Remote Control	29/231,021	May-31-2005	D524,255	Jul-4-2006
Issued	Brookstone Purchasing, Inc.	Audio Speaker	29/231,051	May-31-2005	D542,269	May-8-2007
Issued	Brookstone Purchasing, Inc.	Light for Barbeque Grill	29/231,052	May-31-2005	D536,467	Feb-6-2007
Issued	Brookstone Purchasing, Inc.	Carrying Case	29/231,334	Jun-3-2005	D542,530	May-15-2007
Issued	Brookstone Purchasing, Inc.	Fan with Misting Capability	29/231,366	Jun-3-2005	D544,078	Jun-5-2007
Issued	Brookstone Purchasing, Inc.	Flashlight	29/231,367	Jun-3-2005	D532,137	Nov-14-2006
Issued	Brookstone Purchasing, Inc.	Wine Bottle Opener	29/232,122	Jun-15-2005	D531,468	Nov-7-2006

Issued	Brookstone Purchasing, Inc.	Wireless Audio Speaker	29/240,909	Oct-20-2005	D542,778	May-15-2007
Issued	Brookstone Purchasing, Inc.	Air Purifier	29/240,929	Oct-20-2005	D565,161	Mar-25-2008
Issued	Brookstone Purchasing, Inc.	Wine Opener Stand	29/241,954	Nov-2-2005	D555,997	Nov-27-2007
Issued	Brookstone Purchasing, Inc.	Digital Photography Album	29/245,421	Dec-22-2005	D556,193	Nov-27-2007
Issued	Brookstone Purchasing, Inc.	Audio Sound System	29/262,437	Jun-30-2006	D575,766	Aug-26-2008
Issued	Brookstone Purchasing, Inc.	Foot Massager	29/264,824	Aug-18-2006	D542,927	May-15-2007
Issued	Brookstone Purchasing, Inc.	Shower Audio Device	29/266,328	Sep-18-2006	D562,799	Feb-26-2008
Issued	Brookstone Purchasing, Inc.	Speaker for Portable Audio Player	29/267,934	Oct-25-2006	D593,071	May-26-2009
Issued	Brookstone Purchasing, Inc.	Audio Speaker for Sound Machine	29/267,935	Oct-25-2006	D567,224	Apr-22-2008
Issued	Brookstone Purchasing, Inc.	Hand-Held Massager	29/268,899	Nov-15-2006	D556,913	Dec-4-2007
Issued	Brookstone Purchasing, Inc.	Cooking Thermometer	29/269,254	Nov-27-2006	D550,103	Sep-4-2007
Issued	Brookstone Purchasing, Inc.	Numeric Type Font	29/272,439	Feb-8-2007	D570,902	Jun-10-2008
Issued	Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	29/273,316	Mar-1-2007	D586,468	Feb-10-2009
Issued	Brookstone Purchasing, Inc.	Travel Digital Alarm Clock and Photography Frame	29/285,662	Apr-4-2007	D623,964	Sep-21-2010
Issued	Brookstone Purchasing, Inc.	Wireless Speaker System	29/286,264	Apr-30-2007	D573,135	Jul-15-2008

Issued	Brookstone Purchasing, Inc.	Portable Speaker for Audio Player	29/286,417	May-4-2007	D574,363	Aug-5-2008
Issued	Brookstone Purchasing, Inc.	Portable Novelty Light	29/292,889	Oct-31-2007	D588,735	Mar-17-2009
Issued	Brookstone Purchasing, Inc.	Lumbar Massaging Cushion	29/292,910	Oct-31-2007	D616,689	Jun-1-2010
Issued	Brookstone Purchasing, Inc.	Organizer for Portable Electronic Devices	29/294,512	Jan-15-2008	D576,785	Sep-16-2008
Issued	Brookstone Purchasing, Inc.	Numeric Type Font	29/301,116	Feb-11-2008	D570,903	Jun-10-2008
Issued	Brookstone Purchasing, Inc.	Personal Vibratory Massager	29/301,251	Feb-19-2008	D620,601	Jul-27-2010
Issued	Brookstone Purchasing, Inc.	Shower Radio	29/301,483	Mar-4-2008	D585,421	Jan-27-2009
Issued	Brookstone Purchasing, Inc.	Hand-Held Percussion Massager	29/301,995	Mar-26-2008	D617,000	Jun-1-2010
Issued	Brookstone Purchasing, Inc.	Sleep Pillow	29/308,603	Jun-25-2008	D595,526	Jul-7-2009
Issued	Brookstone Purchasing, Inc.	Desk Clock	29/308,899	Jul-15-2008	D585,767	Feb-3-2009
Issued	Brookstone Purchasing, Inc.	Foot Massager	29/308,959	Jul-17-2008	D612,511	Mar-23-2010
Issued	Brookstone Purchasing, Inc.	Audio Stereo System	29/308,960	Jul-17-2008	D602,465	Oct-20-2009
Issued	Brookstone Purchasing, Inc.	Exercise Apparatus for Resistance Training	29/312,377	Oct-17-2008	D601,643	Oct-6-2009
Issued	Brookstone Purchasing, Inc.	Electronic Key Ring Locator	29/312,390	Oct-17-2008	D599,323	Sep-1-2009
Issued	Brookstone Purchasing, Inc.	Alarm Clock	29/312,391	Oct-17-2008	D590,273	Apr-14-2009

Issued	Brookstone Purchasing, Inc.	Portable Digital Image Viewer	29/312,392	Oct-17-2008	D611,500	Mar-9-2010
Issued	Brookstone Purchasing, Inc.	Exercise Apparatus for Resistance Training	29/316,502	Oct-2-2009	D634,377	Mar-15-2011
Issued	Brookstone Purchasing, Inc.	Rolling Suitcase	29/322,190	Jul-30-2008	D627,162	Nov-16-2010
Issued	Brookstone Purchasing, Inc.	Light Therapy Wand	29/324,204	Sep-5-2008	D612,510	Mar-23-2010
Issued	Brookstone Purchasing, Inc.	Textile Warmer	29/368,326	Aug-23-2010	D649,306	Nov-22-2011
Issued	Brookstone Purchasing, Inc.	Automatic Food Dispenser	29/370,191	Jun-14-2010	D639,116	Jun-7-2011
Issued	Brookstone Purchasing, Inc.	Neck and Shoulder Massager	29/376,148	Oct-1-2010	D649,655	Nov-29-2011
Issued	Brookstone Purchasing, Inc.	Vibratory Massager	29/376,151	Oct-1-2010	D649,656	Nov-29-2011
Issued	Brookstone Purchasing, Inc.	Housing for a Automatic Food Dispenser	29/384,312	Jan-28-2011	D650,630	Dec-20-2011
Issued	Brookstone Purchasing, Inc.	Automatic Food Dispenser	29/384,314	Jan-28-2011	D650,631	Dec-20-2011
Issued	Brookstone Purchasing, Inc.	Hand-Held Massager with a Plurality of Attachable Node Assemblies	29/388,478	Mar-29-2011	D649,657	Nov-29-2011
Issued	Brookstone Purchasing, Inc.	Food Dispenser	29/394,191	Jun-14-2011	D651,042	Dec-27-2011
Issuing	Brookstone Purchasing, Inc.	Foot Massager	29/369,753	Sep-13-2010	-	-
Issuing	Brookstone Purchasing, Inc.	Base for a Automatic Food Dispenser	29/384,311	Jan-28-2011	D651,848	Jan-10-2012
Issuing	Brookstone Purchasing, Inc.	Food Dispenser	29/394,186	Jun-14-2011	D651,453	Jan-3-2012

Schedules III (c)

Status	Owner	Title	Application Serial No.	Filing Date	Patent No	Issue Date
Pending	Big Blue Audio LLC	Audio Speaker	29/399,907	Aug-19-2011	-	-
Pending	Brookstone Purchasing, Inc.	Automatic Food Dispensing Device	12/844,981	Jul-28-2010	-	-
Pending	Brookstone Purchasing, Inc.	Powered Bottle Opener w Integrated Wrapper Cutter	13/234,505	Sep-16-2011	-	-
Pending	Brookstone Purchasing, Inc.	Dispensing Device for Edible Goods and/or Novelties	13/238,709	Sep-21-2011	-	-
Pending	Brookstone Purchasing, Inc.	Air Cleaner	29/375,865	Sep-28-2010	-	-
Pending	Brookstone Purchasing, Inc.	Air Cleaner	29/375,867	Sep-28-2010	-	-
Pending	Brookstone Purchasing, Inc.	Electronic Writing Tablet	29/384,839	Feb-4-2011	-	-
Pending	Brookstone Purchasing, Inc.	Stand for Portable Electronic Devices	29/388,489	Mar-29-2011	-	-
Pending	Brookstone Purchasing, Inc.	Automatic Wine Opener with Foil Cutter	29/388,830	Apr-1-2011	-	-
Pending	Brookstone Purchasing, Inc.	Neck Massager	29/388,832	Apr-1-2011	-	-
Pending	Brookstone Purchasing, Inc.	Remotely Controlled Toy Tank Vehicle	29/390,458	Apr-25-2011	-	-
Pending	Brookstone Purchasing, Inc.	Dock for Portable Electronic Devices	29/391,409	May-9-2011	-	-
Pending	Brookstone Purchasing, Inc.	Alarm Clock Capable of Playing A Plurality of Pre-Recorded Audio Tracks	29/396,704	Jul-6-2011	-	-

Pending	Brookstone Purchasing, Inc.	Speaker System for Portable Electronic Media Players	29/399,910	Aug-19-2011	-	-
Pending	Brookstone Purchasing, Inc.	Vibratory Rolling Massager	29/400,896	Sep-2-2011	-	-
Published	Brookstone Purchasing, Inc.	Wireless Audio Speaker System	11/636,808	Dec-11-2006	-	-
Published	Brookstone Purchasing, Inc.	Hidden Display and Clock Audio Apparatus Including Same	12/206,614	Sep-5-2008	-	-

Exhibit C
Trademarks

Trademark Registrations and Applications

See attached list "Schedules III (d) and (e)".

Material Inbound Licensed Trademarks

Made for iPod License dated March 24, 2006 between Apple Computer, Inc. and Brookstone Company, Inc., as supplemented from time to time through the date hereof.

Schedules III (d)

Status	Owner	Mark	Application Type	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Registered	Brookstone Company, Inc.	4Bs Logo	Logo	9, 35	78/736,844	Oct-20-05	3,241,447	May-15-07
Registered	Brookstone Company, Inc.	A World of Innovation	Word	9, 10, 20, 28, 35	85/123,966	Sep-7-10	3,957,422	May-10-11
Registered	Brookstone Company, Inc.	AAC Advanced Audio Concepts Ltd	Logo	9	78/304,680	Sep-24-03	3,228,401	Apr-10-07
Registered	Brookstone Purchasing, Inc.	AcoustiClear	Word	9	78/300,800	Sep-16-03	2,961,267	Jun-7-05
Registered	Brookstone Purchasing, Inc.	AcoustiClear	Logo	9	78/301,454	Sep-17-03	2,979,269	Jul-26-05
Registered	Brookstone Company, Inc.	Advanced Audio Concepts	Word	9	77/041,843	Nov-10-06	3,383,961	Feb-19-08
Registered	Brookstone Purchasing, Inc.	Always Perfect	Word	9, 21	77/180,598	May-14-07	3,359,422	Dec-25-07
Registered	Brookstone Purchasing, Inc.	Aqua-Jet Foot Spa	Word	10, 11	78/310,817	Oct-8-03	2,970,018	Jul-19-05
Registered	Brookstone Purchasing, Inc.	BBQ 365	Word	21	78/513,213	Nov-8-04	3,074,744	Mar-28-06
Registered	Brookstone Purchasing, Inc.	Be	Word	9	77/554,505	Aug-25-08	3,656,954	Jul-21-09
Registered	Brookstone Purchasing, Inc.	BeamBag	Word	11	78/947,454	Aug-8-06	3,227,975	Apr-10-07
Registered	Brookstone Purchasing, Inc.	Better Than Down	Word	20, 24	77/204,664	Jun-13-07	3,455,021	Jun-24-08
Registered	Brookstone Purchasing, Inc.	Better Than Down	Logo	20, 24	77/889,099	Dec-8-09	3,821,479	Jul-20-10

Registered	Brookstone Purchasing, Inc.	BioSense	Word	20	77/926,938	Feb-3-10	3,927,607	Mar-8-11
Registered	Brookstone Purchasing, Inc.	BioSense	Word	17	77/606,480	Nov-4-08	3,638,574	Jun-16-09
Registered	Brookstone Purchasing, Inc.	bob	Word	14	78/800,319	Jan-26-06	3,216,587	Mar-6-07
Registered	Brookstone Purchasing, Inc.	BodyForm	Word	28	77/763714	Jun-19-09	3,797,387	Jun-1-10
Registered	Brookstone Purchasing, Inc.	BoomBucket	Word	9	77/052,638	Nov-29-06	3,344,896	Nov-27-07
Registered	Brookstone Company, Inc.	Brookstone	Word	16	78/679,078	Jul-26-05	3,132,487	Aug-22-06
Registered	Brookstone Company, Inc.	Brookstone	Word	11	78/762,743	Nov-29-05	3,133,174	Aug-22-06
Registered	Brookstone Company, Inc.	Brookstone	Word	8,9,10,11, 12,14,18,2 0,21,25,28 ,35,27	75/370,322	Oct-8-97	2,334,207	Mar-28-00
Registered	Brookstone Company, Inc.	Brookstone	Word	8,9,11	73/517,075	Jan-10-85	1,386,424	Mar-18-86
Registered	Brookstone Company, Inc.	Brookstone	Word	9,16,18,20	73/425,701	May-13-83	1,338,831	Jun-4-85
Registered	Brookstone Company, Inc.	Brookstone	Word	9	77/578,017	Sep-24-08	3,583,382	Mar-3-09
Registered	Brookstone Purchasing, Inc.	Brookstone	Word	18, 25	77/777,216	Jul-9-09	3,751,756	Feb-23-10
Registered	Brookstone Company, Inc.	Brookstone	Word	42	73/370,242	Jun-17-82	1,270,358	Mar-13-84
Registered	Brookstone Company, Inc.	Brookstone	Word	3, 6, 24	77/526,084	Jul-18-08	3,582,970	Mar-3-09
Registered	Brookstone Company, Inc.	Brookstone	Word	9	77/463,140	May-1-08	3,546,668	Dec-16-08

Registered	Brookstone Company, Inc.	Brookstone	Word	9, 21, 28	85/181,947	Nov-21-10	3,993,205	Jul-12-11
Registered	Brookstone Purchasing, Inc.	Brookstone NAP	Word	20	78/578,113	Mar-2-05	3,221,376	Mar-27-07
Registered	Brookstone Purchasing, Inc.	Calming Visions	Word	9	78/734,582	Oct-17-05	3,219,644	Mar-20-07
Registered	Brookstone Purchasing, Inc.	CandyMan	Word	7	85/044,776	May-21-10	3,893,982	Dec-21-10
Registered	Brookstone Purchasing, Inc.	Cleaner. Faster. Better.	Word	11	78/728,382	Oct-6-05	3,217,195	Mar-13-07
Registered	Brookstone Purchasing, Inc.	Color-Call	Word	9	78/866,235	Apr-20-06	3,194,172	Jan-2-07
Registered	Brookstone Purchasing, Inc.	ColorSmart	Word	9	78/713,927	Sep-15-05	3,243,049	May-15-07
Registered	Brookstone Purchasing, Inc.	Cool It	Word	20	78/461,061	Aug-3-04	3,062,430	Feb-28-06
Registered	Brookstone Purchasing, Inc.	easycheck	Word	6	78/293,317	Aug-28-03	2,958,390	May-31-05
Registered	Brookstone Purchasing, Inc.	easycheck	Logo	6	78/465,913	Aug-11-04	2,998,250	Sep-20-05
Registered	Brookstone Purchasing, Inc.	EcoPad	Word	16	85/096,416	Jul-29-10	3,931,127	Mar-15-11
Registered	Brookstone Purchasing, Inc.	e-Pad	Word	16	85/028,427	May-3-10	3,893,407	Dec-21-10
Registered	Brookstone Purchasing, Inc.	e-Pad	Word	16, 20	77/262,845	Aug-23-07	3,411,623	Apr-15-08
Registered	Brookstone Purchasing, Inc.	Fill your home with sound, not equipment	Word	9	78/302,002	Sep-18-03	2,945,245	Apr-26-05
Registered	Brookstone Purchasing, Inc.	FOM	Logo	20	78/307,357	Sep-30-03	2,973,860	Jul-19-05

Registered	Brookstone Purchasing, Inc.	FOM	Word	20	78/300,838	Sep-16-03	3,026,500	Dec-13-05
Registered	Brookstone Purchasing, Inc.	FOM Body	Logo	20	78/338,397	Dec-9-03	2,919,014	Jan-18-05
Registered	Brookstone Purchasing, Inc.	FOM Sport	Logo	20	78/338,485	Dec-9-03	2,922,971	Feb-1-05
Registered	Brookstone Purchasing, Inc.	FOM Travel	Logo	20	78/338,447	Dec-9-03	3,059,962	Feb-21-06
Registered	Brookstone Purchasing, Inc.	Formula 210	Word	3	77/475,687	May-15-08	3,670,508	Aug-18-09
Registered	Brookstone Purchasing, Inc.	Formula 210	Logo	3	77/475,991	May-15-08	3,670,510	Aug-18-09
Registered	Brookstone Company, Inc.	Gift of Innovation	Word	35, 42	78/576,075	Feb-28-05	3,534,128	Nov-18-08
Registered	Brookstone Purchasing, Inc.	Great speakers should be heard, not seen	Word	9	78/301,972	Sep-18-03	2,973,780	Jul-19-05
Registered	Brookstone Purchasing, Inc.	Grill Alert	Word	9	78/111,354	Feb-27-02	2,678,254	Jan-21-03
Registered	Brookstone Purchasing, Inc.	Hear Together	Word	9	77/760,796	Jun-11-09	3,797,384	Jun-1-10
Registered	Brookstone Purchasing, Inc.	iConvert	Word	9	77/384,057	Jan-30-08	3,492,448	Aug-26-08
Registered	Brookstone Purchasing, Inc.	iDesign	Word	9	77/378,203	Jan-23-08	3,528,933	Nov-4-08
Registered	Brookstone Purchasing, Inc.	iNeed	Word	10	77/027,846	Oct-24-06	3,344,858	Nov-27-07
Registered	Brookstone Purchasing, Inc.	iPillow	Word	9 & 20	78/705,971	Sep-2-05	3,129,610	Aug-15-06
Registered	Brookstone Purchasing, Inc.	Max	Word	10	85/086,666	Jul-16-10	3,928,539	Mar-8-11

Registered	Brookstone Purchasing, Inc.	Microbeam	Word	6, 11, 14, 18, & 20	78/624,328	May-5-05	3,252,969	Jun-19-07
Registered	Brookstone Purchasing, Inc.	Mighty Max	Word	11	85/086,683	Jul-16-10	3,928,541	Mar-8-11
Registered	Brookstone Purchasing, Inc.	MiniMax	Word	10, 11	78/916,565	Jun-26-06	3,237,068	May-1-07
Registered	Brookstone Purchasing, Inc.	My Life Digital Picture Show	Word	9	77/234,878	Jul-20-07	3,429,933	May-20-08
Registered	Brookstone Purchasing, Inc.	nap	Logo	24, 25	78/919,096	Jun-28-06	3,241,960	May-15-07
Registered	Brookstone Purchasing, Inc.	nap	Logo	28	78/930,806	Jul-18-06	3,239,801	May-8-07
Registered	Brookstone Purchasing, Inc.	nap	Logo	20, 24	78/584,904	Mar-10-05	3,132,198	Aug-22-06
Registered	Brookstone Purchasing, Inc.	nap	Logo	3, 10	77/489,312	Jun-3-08	3,557,395	Jan-6-09
Registered	Brookstone Purchasing, Inc.	nap	Word	3,10	77/488,939	Jun-2-08	3,557,391	Jan-6-09
Registered	Brookstone Purchasing, Inc.	nap form	Logo	20	78/919,264	Jun-28-06	3,241,962	May-15-07
Registered	Brookstone Purchasing, Inc.	NapForm	Word	20	78/919,235	Jun-28-06	3,241,961	May-15-07
Registered	Brookstone Purchasing, Inc.	NapSoft	Word	24	78/602,059	Apr-5-05	3,071,112	Mar-21-06
Registered	Brookstone Purchasing, Inc.	Partini	Word	21	78/461,091	Aug-3-04	3,045,191	Jan-17-06
Registered	Brookstone Purchasing, Inc.	PowerPlate	Word	9	85/056,334	Jun-2-10	3,937,123	Mar-29-11
Registered	Brookstone Purchasing, Inc.	pureion	Logo	11	78/327,387	Nov-13-03	2,982,941	Aug-9-05

Registered	Brookstone Purchasing, Inc.	Pure-Ion	Word	11	78/313,232	Oct-14-03	2,964,988	Jul-5-05
Registered	Brookstone Purchasing, Inc.	Relaxation Zone	Word	10	78/332,821	Nov-25-03	3,044,443	Jan-17-06
Registered	Brookstone Purchasing, Inc.	S Pair Bed	Word	20	74/272,944	May-6-92	1,778,378	Jun-22-93
Registered	Brookstone Purchasing, Inc.	Smart Pressure	Logo	9	78/292,879	Aug-27-03	3,048,566	Jan-24-06
Registered	Brookstone Purchasing, Inc.	Smartini	Word	9	78/346,869	Dec-31-03	2,986,441	Aug-16-05
Registered	Brookstone Purchasing, Inc.	SoftSound	Word	9 & 20	78/600,664	Apr-2-05	3,113,150	Jul-4-06
Registered	Brookstone Purchasing, Inc.	SongCube	Word	9	78/713,938	Sep-15-05	3,348,169	Dec-4-07
Registered	Brookstone Purchasing, Inc.	SongPak	Word	9	77/006,875	Sep-25-06	3,294,536	Sep-18-07
Registered	Brookstone Purchasing, Inc.	SongPlay	Word	9	77/077,750	Jan-8-07	3,285,356	Aug-28-07
Registered	Brookstone Purchasing, Inc.	SongSpace	Word	9	78/823,880	Feb-27-06	3,259,552	Jul-3-07
Registered	Brookstone Purchasing, Inc.	songstick	Logo	9	78/784,308	Jan-3-06	3,273,043	Jul-31-07
Registered	Brookstone Purchasing, Inc.	SongView	Word	9	77/505,604	Jun-23-08	3,610,226	Apr-21-09
Registered	Brookstone Purchasing, Inc.	SoundShield	Word	9	78/265,188	Jun-20-03	2,968,457	Jul-12-05
Registered	Brookstone Purchasing, Inc.	SoundShield	Logo	9	78/301,431	Sep-17-03	2,945,244	Apr-26-05
Registered	Brookstone Purchasing, Inc.	Steam Bug	Word	9	77/494,874	Jun-10-08	3,604,180	Apr-7-09

Registered	Brookstone Purchasing, Inc.	The Gift Experts	Word	35	77/927,037	Feb-3-10	3,936,473	Mar-29-11
Registered	Brookstone Purchasing, Inc.	TheraSpa	Word	10	78/746,853	Nov-3-05	3,157,892	Oct-17-06
Registered	Brookstone Purchasing, Inc.	TimeSmart	Word	9, 14	77/742,856	May-22-09	3,728,004	Dec-22-09
Registered	Brookstone Purchasing, Inc.	Touch Nap Feel Good	Logo	3, 24, 25	77/491,518	Jun-5-08	3,557,408	Jan-6-09
Registered	Brookstone Purchasing, Inc.	Touch Nap Feel Good	Logo	20, 28	77/491,561	Jun-5-08	3,557,409	Jan-6-09
Registered	Brookstone Purchasing, Inc.	Touch Sleep Revive	Word	10,20,24,25	77/490,309	Jun-4-08	3,554,070	Dec-30-08
Registered	Brookstone Purchasing, Inc.	Tune Out the Noise, Tune in the Music	Word	9	78/304,679	Sep-24-03	2,926,365	Feb-15-05
Registered	Brookstone Purchasing, Inc.	Twin Sensations	Logo	10	78/301,536	Sep-17-03	2,925,079	Feb-8-05
Registered	Brookstone Purchasing, Inc.	Twin Sensations	Word	10	78/301,508	Sep-17-03	2,924,422	Feb-1-05
Registered	Brookstone Purchasing, Inc.	Weather Wrap	Word	16	77/325,951	Nov-8-07	3,530,118	Nov-11-08
Registered	Brookstone Purchasing, Inc.	What Fun Feels Like	Word	20	78/340,987	Dec-15-03	2,980,881	Aug-2-05
Registered	Brookstone Purchasing, Inc.	Wink	Word	11	77/153,275	Apr-10-07	3,392,664	Mar-4-08
Registered	Brookstone Purchasing, Inc.	XpressCheck	Word	18	78/477,937	Sep-2-04	3,004,474	Oct-4-05

Schedules III (e)

Status	Owner	Mark	Applica-tion Type	Intl Class (es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Allowed	Brookstone Purchasing, Inc.	TheraSpa	Word	10	85/218,841	Jan-16-11	-	-
Allowed	Brookstone Purchasing, Inc.	whatthefun	Word	18	85/242,249	Feb-15-11	-	-
Published	Big Blue Audio LLC	Big Blue Audio	Word	9, 35	85/331,746	May-26-11	-	-
Published	Big Blue Audio LLC	Big Blue Audio (b&w logo)	Logo	9, 35	85/407,437	Aug-25-11	-	-
Published	Big Blue Audio LLC	Big Blue Audio (blue logo)	Logo	9, 35	85/407,476	Aug-25-11	-	-
Published	Brookstone Purchasing, Inc.	KittySan	Word	20	85/380,694	Jul-26-11	-	-
Published	Brookstone Purchasing, Inc.	PuppySan	Word	20	85/331,788	May-26-11	-	-
Published	Brookstone Purchasing, Inc.	Smart Throne	Word	9, 16	85/218,853	Jan-16-11	-	-
Pending	Brookstone Purchasing, Inc.	Brookstone DESIGN USA	Logo	9, 10, 11, 14	85/376,969	Jul-21-11	-	-
Pending	Brookstone Purchasing, Inc.	Dream	Word	24	77/180,656	May-14-07	-	-
Pending	Big Blue Audio LLC	Fight the Silence	Word	9, 35	85/421,452	Sep-13-11	-	-
Pending	Brookstone Purchasing, Inc.	n'ICE Cubes	Word	6	85/387,861	Aug-2-11	-	-
Pending	Big Blue Audio LLC	Power. Pair. Play.	Word	9, 35	85/411,990	Aug-31-11	-	-
Pending	Brookstone Purchasing, Inc.	Quebz	Word	28	85/331,777	May-26-11	-	-

Pending	Brookstone Purchasing, Inc.	XL Audio	Word	9	85/412,689	Sep-1-11	-	-
Pending	Brookstone Purchasing, Inc.	B (iTunes App Icon)	Logo	9	85/502210	Dec-22-11	-	-
Pending	Brookstone Purchasing, Inc.	Flip (iTunes App Icon)	Logo	9	85/502306	Dec-22-11	-	-
Pending	Brookstone Purchasing, Inc.	Retro (iTunes App Icon)	Logo	9	85/502265	Dec-22-11	-	-

Schedule 4.4
Exclusive Outbound Licenses

License Agreement dated as of October 12, 2011 among Brookstone Company, Inc., Brookstone Purchasing, Inc. and The Gem Group, Inc. for an exclusive license relating to the following product categories: Totes; Padfolios (for paper writing pads only); Automotive Cargo Storage/Organization Caddies; Outdoor Accessories (e.g. water bottle carriers, blanket tote, stadium seat); Grill Kits and Grill Accessory Storage Bags; Auto and Safety Kits and Caddies; Technology Gifts (e.g. laser level, solar speakers, laser pointer); Fitness/Wellness Kits; Tool Bags/Kits/Cases; Wine Accessories; Travel/Entertainment Gifts (e.g. travel games, packing organizers, wine bags, kitchen timer).