

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brookstone Purchasing, Inc.		02/14/2014	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85688409	AERO
Serial Number:	85529424	BACK-IN-10
Serial Number:	85682361	BEANS & LEAVES
Serial Number:	85533092	BIG BLUE
Serial Number:	85545515	BIOSENSE
Serial Number:	85662613	BIOSENSE
Serial Number:	85891517	BIOSENSE
Serial Number:	86077970	BIOSENSE 2
Serial Number:	86078005	BIOSENSE PLUS
Serial Number:	85746972	BROOKSTONE
Serial Number:	85686010	BROOKSTONE
Serial Number:	85865873	DASH
Serial Number:	85686356	ECOMFORT

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Serial Number:	85511341	NAP
Serial Number:	85545857	SILIPHONES
Serial Number:	85666441	SNACKMAN
Serial Number:	85660381	TECH-GRIP
Serial Number:	85716018	THERASPA

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

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:	027982
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/26/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

HTH THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this day of February, 2014, by and between:

BROOKSTONE PURCHASING, INC. ("Grantor"); 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

WHEREAS, Grantor, one or more of its affiliates, Collateral Agent and the lenders identified therein are parties to that certain Amended and Restated Credit Agreement dated as of August 13, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**"), providing for a loan to be made to Grantor by Collateral Agent and Lenders; and

WHEREAS, pursuant to the terms of (i) that certain Security Agreement dated as of December 30, 2011 between Grantor and Collateral Agent (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Security Agreement**") and (ii) that certain Intellectual Property Security Agreement dated as of December 30, 2011 between Grantor and Collateral Agent (as the same may be amended, restated, modified or otherwise supplemented from time to time, "**IPSA**") the Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement, Security Agreement. The Credit Agreement, Security Agreement and IPSA and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the IPSA.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Collateral Agent, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and IPSA of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

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(i) each Trademark listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

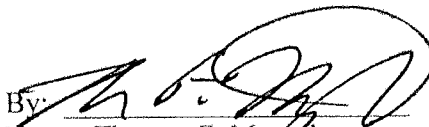
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

BROOKSTONE PURCHASING, INC.

By: 

Name: Thomas F. Moynihan

Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary



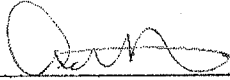
Signature Page to Trademark Security Agreement

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TRADEMARK
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COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Adam D. Selzer
Title: Managing Director

Signature Page to Trademark Security Agreement

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Schedule 1

Owner	Mark	Application Serial No.	Filing Date
Brookstone Purchasing, Inc.	Aero	85/688,409	July 27, 2012
Brookstone Purchasing, Inc.	Back-in-10	85/529,424	January 31, 2012
Brookstone Purchasing, Inc.	Beans & Leaves	85/682,361	July 20, 2012
Brookstone Purchasing, Inc.	Big Blue	85/533,092	February 3, 2012
Brookstone Purchasing, Inc.	BioSense	85/545,515	February 17, 2012
Brookstone Purchasing, Inc.	BioSense	85/622,613	June 27, 2012
Brookstone Purchasing, Inc.	BioSense2	85/891,517	April 1, 2013
Brookstone Purchasing, Inc.	BioSense Plus	86/077,970	September 30, 2013
Brookstone Purchasing, Inc.	BioSense	86/078,005	September 30, 2013
Brookstone Company, Inc.	Brookstone	85/746,972	October 5, 2012
Brookstone Purchasing, Inc.	Brookstone	85/686,010	July 25, 2012
Brookstone Purchasing, Inc.	Dash	85/865,873	Mach 4, 2013
Brookstone Purchasing, Inc.	eComfort	85/686,356	July 25, 2012
Brookstone Purchasing, Inc.	Nap	85/511,341	January 8, 2012

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Brookstone Purchasing, Inc.	Siliphones	85/545,857	February 17, 2012
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Brookstone Purchasing, Inc.	SnackMan	85/666,441	July 2, 2012
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Brookstone Purchasing, Inc.	Tech-Grip	85/660,381	June 25, 2012
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Brookstone Purchasing, Inc.	TheraSpa	85/716,018	August 29
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RECORDED: 02/26/2014

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