TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Blue Audio LLC		07/07/2014	LIMITED LIABILITY COMPANY:
Brookstone Company, Inc.		07/07/2014	CORPORATION:
Brookstone Purchasing, Inc.		07/07/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 95

Property Type	Number	Word Mark
Registration Number:	4135496	FIGHT THE SILENCE
Registration Number:	4325534	BIG BLUE
Registration Number:	4214948	BIG BLUE AUDIO
Registration Number:	4215274	BIG BLUE AUDIO
Registration Number:	4211437	BIG BLUE AUDIO
Registration Number:	3957422	A WORLD OF INNOVATION
Registration Number:	3383961	ADVANCED AUDIO CONCEPTS
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:	3582970	BROOKSTONE
Registration Number:	3546668	BROOKSTONE
Registration Number:	3993205	BROOKSTONE
Registration Number:	4349651	BROOKSTONE

OP $2390.00 4135496

Property Type	Number	Word Mark
Registration Number:	3534128	GIFT OF INNOVATION
Registration Number:	2961267	ACOUSTICLEAR
Registration Number:	2979269	ACOUSTICLEAR
Registration Number:	4429724	AERO
Registration Number:	3359422	ALWAYS PERFECT
Registration Number:	2970018	AQUA-JET FOOT SPA
Registration Number:	4201435	B
Registration Number:	3455021	BETTER THAN DOWN
Registration Number:	3821479	BETTER THAN DOWN
Registration Number:	3927607	BIOSENSE
Registration Number:	3638574	BIOSENSE
Registration Number:	4411729	BIOSENSE
Registration Number:	4529297	BIOSENSE 2
Registration Number:	4529301	BIOSENSE PLUS
Registration Number:	3216587	BOB
Registration Number:	3797387	BODYFORM
Registration Number:	3751756	BROOKSTONE
Registration Number:	4121187	BROOKSTONE DESIGN USA
Registration Number:	3893982	CANDYMAN
Registration Number:	3243049	COLORSMART
Registration Number:	3062430	COOL IT
Registration Number:	2958390	EASYCHECK
Registration Number:	2998250	EASYCHECK
Registration Number:	4397549	ECOMFORT
Registration Number:	3931127	ECOPAD
Registration Number:	3893407	E-PAD
Registration Number:	4186717	FLIP
Registration Number:	2973860	FOM
Registration Number:	3026500	FÖM
Registration Number:	3670508	FORMULA 210
Registration Number:	3670510	FORMULA 210
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

Property Type	Number	Word Mark
Registration Number:	3928541	MIGHTY MAX
Registration Number:	3237068	MINIMAX
Registration Number:	3241960	N-A-P
Registration Number:	3132198	NAP
Registration Number:	3557395	N-A-P
Registration Number:	3557391	NAP
Registration Number:	4135216	POWER. PAIR. PLAY.
Registration Number:	3937123	POWERPLATE
Registration Number:	2982941	PURE ION
Registration Number:	2964988	PURE-ION
Registration Number:	4186709	RETRO
Registration Number:	4404473	SNACKMAN
Registration Number:	3113150	SOFTSOUND
Registration Number:	3610226	SONGVIEW
Registration Number:	2968457	SOUNDSHIELD
Registration Number:	2945244	SOUNDSHIELD
Registration Number:	3604180	STEAM BUG
Registration Number:	4295269	TECH-GRIP
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:	3004474	XPRESSCHECK
Serial Number:	85682361	BEANS & LEAVES
Serial Number:	85662613	BIOSENSE
Serial Number:	86078005	BIOSENSE PLUS
Serial Number:	85686010	BROOKSTONE
Serial Number:	85865873	DASH
Serial Number:	85511341	NAP
Serial Number:	85545857	SILIPHONES
Serial Number:	85218841	THERASPA
Serial Number:	85716018	THERASPA
Serial Number:	86176981	CARRY ON

CORRESPONDENCE DATA

Fax Number:

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

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09637.233040
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	07/08/2014

Total Attachments: 9

source=SATM#page1.tif
source=SATM#page2.tif
source=SATM#page3.tif
source=SATM#page4.tif
source=SATM#page5.tif
source=SATM#page6.tif
source=SATM#page7.tif
source=SATM#page8.tif
source=SATM#page9.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 7, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(i) all of its Trademarks and all IP Licenses registered with the United States Patent and Trademark Office providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Excluded Property;

(ii) all renewals and extensions of the foregoing;

TRADEMARK
REEL: 005318 FRAME: 0736

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

TRADEMARK
REEL: 005318 FRAME: 0737

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BIG BLUE AUDIO LLC
as Grantor

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

BROOKSTONE COMPANY, INC.
BROOKSTONE PURCHASING, INC.
each as Grantor

By: _____
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: HASAN ZAFAR
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor	Title	Application Serial No.	Filing Date	Registration No.	Registration Date
Big Blue Audio LLC	Fight the Silence	85/421,452	Sep-13-11	4135496	May-1-12
Big Blue Audio LLC	Big Blue	85/533,092	Feb-3-12	4325534	Apr-23-13
Big Blue Audio LLC	Big Blue Audio	85/331,746	May-26-11	4214948	Sep-25-12
Big Blue Audio LLC	Big Blue Audio (black logo)	85/407,437	Aug-25-11	4215274	Sep-25-12
Big Blue Audio LLC	Big Blue Audio (blue logo)	85/407,476	Aug-25-11	4211437	Sep-18-12
Brookstone Company, Inc.	A World of Innovation	85/123,966	Sep-7-10	3957422	May-10-11
Brookstone Company, Inc.	Advanced Audio Concepts	77/041,843	Nov-10-06	3383961	Feb-19-08
Brookstone Company, Inc.	Brookstone	78/679,078	Jul-26-05	3132487	Aug-22-06
Brookstone Company, Inc.	Brookstone	78/762,743	Nov-29-05	3133174	Aug-22-06
Brookstone Company, Inc.	Brookstone	75/370,322	Oct-8-97	2334207	Mar-28-00
Brookstone Company, Inc.	Brookstone	73/517,075	Jan-10-85	1386424	Mar-18-86
Brookstone Company, Inc.	Brookstone	73/425,701	May-13-83	1338831	Jun-4-85
Brookstone Company, Inc.	Brookstone	77/578,017	Sep-24-08	3583382	Mar-3-09
Brookstone Company, Inc.	Brookstone	77/526,084	Jul-18-08	3582970	Mar-3-09
Brookstone Company, Inc.	Brookstone	77/463,140	May-1-08	3546668	Dec-16-08
Brookstone Company, Inc.	Brookstone	85/181,947	Nov-21-10	3993205	Jul-12-11
Brookstone Company, Inc.	Brookstone	85/746,972	Oct-5-12	4.349,651	Jun-11-13
Brookstone Company, Inc.	Gift of Innovation	78/576,075	Feb-28-05	3534128	Nov-18-08

Brookstone Purchasing, Inc.	AcoustiClear	78/300,800	Sep-16-03	2961267	Jun-7-05
Brookstone Purchasing, Inc.	AcoustiClear	78/301,454	Sep-17-03	2979269	Jul-26-05
Brookstone Purchasing, Inc.	Aero	85/688409	Jul-27-12	4429724	Nov-05-13
Brookstone Purchasing, Inc.	Always Perfect	77/180,598	May-14-07	3359422	Dec-25-07
Brookstone Purchasing, Inc.	Aqua-Jet Foot Spa	78/310,817	Oct-8-03	2970018	Jul-19-05
Brookstone Purchasing, Inc.	B (iTunes App Icon)	85/502210	Dec-22-11	4201435	Sep-4-12
Brookstone Purchasing, Inc.	Beans & Leaves	85/682361	Jul-20-12	Pending	Pending
Brookstone Purchasing, Inc.	Better Than Down	77/204,664	Jun-13-07	3455021	Jun-24-08
Brookstone Purchasing, Inc.	Better Than Down	77/889,099	Dec-8-09	3821479	Jul-20-10
Brookstone Purchasing, Inc.	BioSense	77/926,938	Feb-3-10	3927607	Mar-8-11
Brookstone Purchasing, Inc.	BioSense	77/606,480	Nov-4-08	3638574	Jun-16-09
Brookstone Purchasing, Inc.	BioSense	85/545,515	Feb-17-12	4411729	Oct-1-13
Brookstone Purchasing, Inc.	BioSense	85/662,613	Jun-27-12	Pending	Pending
Brookstone Purchasing, Inc.	BioSense 2	85/891,517	Apr-1-13	4,529,297	May-13-14
Brookstone Purchasing, Inc.	BioSense Plus	86/077,970	Sept-30-13	4,529,301	May-13-14
Brookstone Purchasing, Inc.	BioSense	86/078,005	Sept-30-13	Pending	Pending
Brookstone Purchasing, Inc.	bob	78/800,319	Jan-26-06	3216587	Mar-6-07
Brookstone Purchasing, Inc.	BodyForm	77/763714	Jun-19-09	3797387	Jun-1-10
Brookstone Purchasing, Inc.	Brookstone	77/777,216	Jul-9-09	3751756	Feb-23-10
Brookstone Purchasing,	Brookstone	85/686010	Jul-25-12	Pending	Pending

Inc.					
Brookstone Purchasing, Inc.	Brookstone DESIGN USA	85/376,969	Jul-21-11	4121187	Apr-3-12
Brookstone Purchasing, Inc.	CandyMan	85/044,776	May-21-10	3893982	Dec-21-10
Brookstone Purchasing, Inc.	ColorSmart	78/713,927	Sep-15-05	3243049	May-15-07
Brookstone Purchasing, Inc.	Cool It	78/461,061	Aug-3-04	3062430	Feb-28-06
Brookstone Purchasing, Inc.	Dash	85/865,873	Mar-4-13	Pending	Pending
Brookstone Purchasing, Inc.	easycheck	78/293,317	Aug-28-03	2958390	May-31-05
Brookstone Purchasing, Inc.	easycheck	78/465,913	Aug-11-04	2998250	Sep-20-05
Brookstone Purchasing, Inc.	eComfort	85/686356	Jul-25-12	4397549	Sept-03-13
Brookstone Purchasing, Inc.	EcoPad	85/096,416	Jul-29-10	3931127	Mar-15-11
Brookstone Purchasing, Inc.	e-Pad	85/028,427	May-3-10	3893407	Dec-21-10
Brookstone Purchasing, Inc.	Flip (iTunes App Icon)	85/502306	Dec-22-11	4186717	Aug-7-12
Brookstone Purchasing, Inc.	FOM	78/307,357	Sep-30-03	2973860	Jul-19-05
Brookstone Purchasing, Inc.	FOM	78/300,838	Sep-16-03	3026500	Dec-13-05
Brookstone Purchasing, Inc.	Formula 210	77/475,687	May-15-08	3670508	Aug-18-09
Brookstone Purchasing, Inc.	Formula 210	77/475,991	May-15-08	3670510	Aug-18-09
Brookstone Purchasing, Inc.	Grill Alert	78/111,354	Feb-27-02	2678254	Jan-21-03
Brookstone Purchasing, Inc.	Hear Together	77/760,796	Jun-11-09	3797384	Jun-1-10
Brookstone Purchasing, Inc.	iConvert	77/384,057	Jan-30-08	3492448	Aug-26-08
Brookstone Purchasing, Inc.	iDesign	77/378,203	Jan-23-08	3528933	Nov-4-08

Brookstone Purchasing, Inc.	iNeed	77/027,846	Oct-24-06	3344858	Nov-27-07
Brookstone Purchasing, Inc.	iPillow	78/705,971	Sep-2-05	3129610	Aug-15-06
Brookstone Purchasing, Inc.	Max	85/086,666	Jul-16-10	3928539	Mar-8-11
Brookstone Purchasing, Inc.	Microbeam	78/624,328	May-5-05	3252969	Jun-19-07
Brookstone Purchasing, Inc.	Mighty Max	85/086,683	Jul-16-10	3928541	Mar-8-11
Brookstone Purchasing, Inc.	MiniMax	78/916,565	Jun-26-06	3237068	May-1-07
Brookstone Purchasing, Inc.	nap	78/919,096	Jun-28-06	3241960	May-15-07
Brookstone Purchasing, Inc.	nap	78/584,904	Mar-10-05	3132198	Aug-22-06
Brookstone Purchasing, Inc.	nap	77/489,312	Jun-3-08	3557395	Jan-6-09
Brookstone Purchasing, Inc.	nap	77/488,939	Jun-2-08	3557391	Jan-6-09
Brookstone Purchasing, Inc.	Nap	85/511,341	Jan-8-12	-	-
Brookstone Purchasing, Inc.	Power. Pair. Play.	85/411,990	Aug-31-11	4135216	May-1-12
Brookstone Purchasing, Inc.	PowerPlate	85/056,334	Jun-2-10	3937123	Mar-29-11
Brookstone Purchasing, Inc.	pureion	78/327,387	Nov-13-03	2982941	Aug-9-05
Brookstone Purchasing, Inc.	Pure-Ion	78/313,232	Oct-14-03	2964988	Jul-5-05
Brookstone Purchasing, Inc.	Retro (iTunes App Icon)	85/502265	Dec-22-11	4186709	Aug-7-12
Brookstone Purchasing, Inc.	Siliphones	85/545,857	Feb-17-12	Pending	Pending
Brookstone Purchasing, Inc.	SnackMan	85/666,441	Jul-2-12	4404473	Sept-17-13
Brookstone Purchasing, Inc.	SoftSound	78/600,664	Apr-2-05	3113150	Jul-4-06

Brookstone Purchasing, Inc.	SongView	77/505,604	Jun-23-08	3610226	Apr-21-09
Brookstone Purchasing, Inc.	SoundShield	78/265,188	Jun-20-03	2968457	Jul-12-05
Brookstone Purchasing, Inc.	SoundShield	78/301,431	Sep-17-03	2945244	Apr-26-05
Brookstone Purchasing, Inc.	Steam Bug	77/494,874	Jun-10-08	3604180	Apr-7-09
Brookstone Purchasing, Inc.	Tech-Grip	85/660,381	Jun-25-12	4295269	Feb-26-13
Brookstone Purchasing, Inc.	The Gift Experts	77/927,037	Feb-3-10	3936473	Mar-29-11
Brookstone Purchasing, Inc.	TheraSpa	78/746,853	Nov-3-05	3157892	Oct-17-06
Brookstone Purchasing, Inc.	TheraSpa	85/218,841	Jan-16-11	Pending	Pending
Brookstone Purchasing, Inc.	TheraSpa	85/716,018	Aug-29-12	Pending	Pending
Brookstone Purchasing, Inc.	TimeSmart	77/742,856	May-22-09	3728004	Dec-22-09
Brookstone Purchasing, Inc.	Touch Nap Feel Good	77/491,518	Jun-5-08	3557408	Jan-6-09
Brookstone Purchasing, Inc.	Touch Nap Feel Good	77/491,561	Jun-5-08	3557409	Jan-6-09
Brookstone Purchasing, Inc.	Touch Sleep Revive	77/490,309	Jun-4-08	3554070	Dec-30-08
Brookstone Purchasing, Inc.	Tune Out the Noise, Tune in the Music	78/304,679	Sep-24-03	2926365	Feb-15-05
Brookstone Purchasing, Inc.	Twin Sensations	78/301,536	Sep-17-03	2925079	Feb-8-05
Brookstone Purchasing, Inc.	Twin Sensations	78/301,508	Sep-17-03	2924422	Feb-1-05
Brookstone Purchasing, Inc.	Weather Wrap	77/325,951	Nov-8-07	3530118	Nov-11-08
Brookstone Purchasing, Inc.	XpressCheck	78/477,937	Sep-2-04	3004474	Oct-4-05
Brookstone Purchasing, Inc.	Carry On	86/176,981	Jan-28-14	Pending	Pending