

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brookstone Purchasing, Inc.		06/03/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	500 West Monroe Street		
<b>Internal Address:</b>	Suite 1700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86634621	PRODUCTS DESIGNED FOR SMART LIVING	
<b>Serial Number:</b>	77554505	BE	
<b>Serial Number:</b>	77262845	E-PAD	
<b>Serial Number:</b>	78602059	NAPSOFT	
<b>Serial Number:</b>	86598276	BODYFORM	
<b>Serial Number:</b>	86365268	DASH	
<b>Serial Number:</b>	86365317	FÖM	
<b>Serial Number:</b>	86600679	RENEW	
<b>Serial Number:</b>	86345728	THERASPA	
<b>Serial Number:</b>	86360452	CARRY ON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

OP \$265.00 86634621

<b>ATTORNEY DOCKET NUMBER:</b>	09637.233046
<b>NAME OF SUBMITTER:</b>	Sally Sexton
<b>SIGNATURE:</b>	/sallysexton/
<b>DATE SIGNED:</b>	11/09/2015

**Total Attachments: 5**

source=Brookstone - EXECUTED Trademark Security Agreement#page1.tif

source=Brookstone - EXECUTED Trademark Security Agreement#page2.tif

source=Brookstone - EXECUTED Trademark Security Agreement#page3.tif

source=Brookstone - EXECUTED Trademark Security Agreement#page4.tif

source=Brookstone - EXECUTED Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2015, 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;

(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.

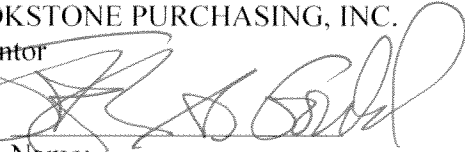
[SIGNATURE PAGES FOLLOW]

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.

BROOKSTONE PURCHASING, INC.

as Grantor

By:



Name:

Title:

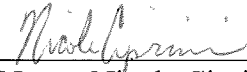
**STEPHEN A. GOULD**

**VICE PRESIDENT, GENERAL COUNSEL**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Nicole Cipriani  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005663 FRAME: 0984**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Filing Date	Serial No.	Reg. No.	Reg. Date
Brookstone Purchasing, Inc.	Products Designed For Smart Living	5-19-15	86634621		
Brookstone Purchasing, Inc.	Be	8-25-08	77554505	3656954	7-21-09
Brookstone Purchasing, Inc.	E-pad	8-23-07	77262845	3411623	4-15-08
Brookstone Purchasing, Inc.	E-Pad	5-3-10	85028427	3893407	12-21-10
Brookstone Purchasing, Inc.	Napsoft	4-5-05	78602059	3071112	3-21-06
Brookstone Purchasing, Inc.	BodyForm	04-15-15	86598276		
Brookstone Purchasing, Inc.	Dash	08-13-14	86365268		
Brookstone Purchasing, Inc.	FOM	8-13-14	86365317		
Brookstone Purchasing, Inc.	Renew	4-15-15	86600679		
Brookstone Purchasing, Inc.	Theraspa	7-23-14	86345728		
Brookstone Purchasing, Inc.	Carry On	8-7-14	86360452		