

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM488172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Blue Audio LLC		08/29/2018	Limited Liability Company: NEW HAMPSHIRE
Brookstone Company, Inc.		08/29/2018	Corporation: NEW HAMPSHIRE
Brookstone Purchasing, Inc.		08/29/2018	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 73			
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:	3132487	BROOKSTONE	
Registration Number:	3133174	BROOKSTONE	
Registration Number:	2334207	BROOKSTONE	
Registration Number:	1386424	BROOKSTONE	
Registration Number:	1338831	BROOKSTONE	
Registration Number:	3582970	BROOKSTONE	
Registration Number:	3546668	BROOKSTONE	
Registration Number:	3993205	BROOKSTONE	
Registration Number:	4349651	BROOKSTONE	

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Property Type	Number	Word Mark
Registration Number:	3534128	GIFT OF INNOVATION
Registration Number:	4429724	AERO
Registration Number:	3359422	ALWAYS PERFECT
Registration Number:	2970018	AQUA-JET FOOT SPA
Registration Number:	4201435	B
Registration Number:	4692794	BEANS & LEAVES
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:	3797387	BODYFORM
Registration Number:	4858875	BODYFORM
Registration Number:	3751756	BROOKSTONE
Registration Number:	4382567	BROOKSTONE
Registration Number:	4121187	BROOKSTONE DESIGN USA
Registration Number:	3062430	COOL IT
Registration Number:	4879227	DASH
Registration Number:	4715526	DASH
Registration Number:	2958390	EASYCHECK
Registration Number:	4397549	ECOMFORT
Registration Number:	3411623	E-PAD
Registration Number:	4186717	FLIP
Registration Number:	3026500	FÖM
Registration Number:	4798205	FÖM
Registration Number:	2678254	GRILL ALERT
Registration Number:	3492448	ICONVERT
Registration Number:	3344858	INEED
Registration Number:	3928539	MAX
Registration Number:	3252969	MICROBEAM
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

Property Type	Number	Word Mark
Registration Number:	5253453	NAP
Registration Number:	3071112	NAPSOFT
Registration Number:	4135216	POWER. PAIR. PLAY.
Registration Number:	2964988	PURE-ION
Registration Number:	4858995	RENEW
Registration Number:	4186709	RETRO
Registration Number:	4455668	SILIPHONES
Registration Number:	5174828	SIMPLY AMAZING. AMAZINGLY SIMPLE.
Registration Number:	4404473	SNACKMAN
Registration Number:	2968457	SOUNDSHIELD
Registration Number:	4295269	TECH-GRIP
Registration Number:	3936473	THE GIFT EXPERTS
Registration Number:	3157892	THERASPA
Registration Number:	4819366	THERASPA
Registration Number:	3728004	TIMESMART
Registration Number:	3530118	WEATHER WRAP
Registration Number:	3004474	XPRESSCHECK
Registration Number:	4923281	CARRY ON
Registration Number:	4942113	CARRY ON
Registration Number:	3572165	TRANQUIL MOMENTS

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	08/30/2018

Total Attachments: 9

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THIS TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), 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 Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of August 6, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, as a debtor and a debtor-in-possession, Holdings, as a debtor and a debtor-in-possession, the other Credit Parties, each as a debtor and a debtor-in-possession, the Lenders and the L/C Issuers from time to time party thereto, Wells Fargo, as Agent, and Gordon Brothers Finance Company, as Term 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 and the Bankruptcy Code.

Section 7. Orders. In the event of any conflict between the terms of this Trademark Security Agreement and any applicable Order, the terms of the applicable Order shall govern and control.

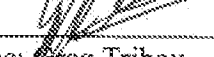
[SIGNATURE PAGES FOLLOW]

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.

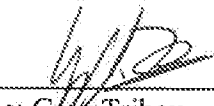
BIG BLUE AUDIO LLC,
as Grantor

By: 
Name: Greg Tribou
Title: Vice President, Chief Financial
Officer and Treasurer

BROOKSTONE COMPANY, INC.,
as Grantor

By: 
Name: Greg Tribou
Title: Vice President, Chief Financial
Officer and Treasurer

BROOKSTONE PURCHASING, INC.,
as Grantor

By: 
Name: Greg Tribou
Title: Vice President, Chief Financial
Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Agent

By: 

Name: Peter Foley

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006425 FRAME: 0509

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

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.	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	77/526,084	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	4349651	Jun-11-13
Brookstone Company, Inc.	Gift of Innovation	78/576,075	Feb-28-05	3534128	Nov-18-08
Brookstone Purchasing, Inc.	Aero	85/688,409	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 Company, Inc.	B (iTunes App Icon)	85/502,210	Dec-22-11	4201435	Sep-4-12
Brookstone Purchasing, Inc.	Beans & Leaves	85/682,361	Jul-20-12	4692794	24-FEB-2015
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 2	86/077,970	Sept-30-13	4529297	May-13-14
Brookstone Purchasing, Inc.	BioSense Plus	86/078,005	Sept-30-13	4529301	May-13-14
Brookstone Purchasing, Inc.	BodyForm	77/763714	Jun-19-09	3797387	Jun-1-10
Brookstone Purchasing, Inc.	BodyForm	86/598276	15-APR-2015	4858875	24-NOV-2015
BROOKSTONE COMPANY, INC.	Brookstone	77/777,216	Jul-9-09	3751756	Feb-23-10
Brookstone Purchasing, Inc.	Brookstone	85/686,010	Jul-25-12	4382567	Pending13-AUG-2013
BROOKSTONE COMPANY INC.	Brookstone DESIGN USA	85/376,969	Jul-21-11	4121187	Apr-3-12
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	4879227	05-JAN-2016
Brookstone Purchasing, Inc.	Dash	86/365268	13-AUG-2014	4715526	07-APR-2015

Brookstone Purchasing, Inc.	easycheck	78/293,317	Aug-28-03	2958390	May-31-05
Brookstone Purchasing, Inc.	eComfort	85/686,356	Jul-25-12	4397549	Sept-03-13
Brookstone Purchasing, Inc.	e-Pad	77/262845	23-AUG-2007	3411623	15-APR-2008
Brookstone Company, Inc.	Flip (iTunes App Icon)	85/502306	Dec-22-11	4186717	Aug-7-12
Brookstone Purchasing, Inc.	FOM	78/300,838	Sep-16-03	3026500	Dec-13-05
Brookstone Purchasing, Inc.	FOM	86/365317	13-AUG-2014	4798205	25-AUG-2015
Brookstone Purchasing, Inc.	Grill Alert	78/111,354	Feb-27-02	2678254	Jan-21-03
Brookstone Purchasing, Inc.	iConvert	77/384,057	Jan-30-08	3492448	Aug-26-08
Brookstone Purchasing, Inc.	iNeed	77/027,846	Oct-24-06	3344858	Nov-27-07
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.	n-a-p	78/919,096	Jun-28-06	3241960	May-15-07
Brookstone Purchasing, Inc.	n-a-p	78/584,904	Mar-10-05	3132198	Aug-22-06
Brookstone Purchasing, Inc.	n-a-p	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	5253453	01-AUG-2017
Brookstone Purchasing, Inc.	NAPSOFT	78/602,059	05-APR-2005	3071112	05-APR-2005

BIG BLUE AUDIO LLC	Power. Pair. Play.	85/411,990	Aug-31-11	4135216	May-1-12
Brookstone Purchasing, Inc.	Pure-Ion	78/313,232	Oct-14-03	2964988	Jul-5-05
Brookstone Purchasing, Inc.	Renew	86/600,679	17-APR-2015	4858995	24-NOV-2015
Brookstone Company, Inc.	Retro (iTunes App Icon)	85/502,265	Dec-22-11	4186709	Aug-7-12
Brookstone Purchasing, Inc.	Siliphones	85/545,857	Feb-17-12	4455668	24-DEC-2013
Brookstone Purchasing, Inc.	Simply amazing. Amazingly simple.	86/960760	01-APR-2016	5174828	04-APR-2017
Brookstone Purchasing, Inc.	SnackMan	85/666,441	Jul-2-12	4404473	Sept-17-13
Brookstone Purchasing, Inc.	SoundShield	78/265,188	Jun-20-03	2968457	Jul-12-05
Brookstone Purchasing, Inc.	Tech-Grip	85/660,381	Jun-25-12	4295269	Feb-26-13
BROOKSTONE COMPANY, 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	86/345728	23-JUL-2014	4819366	22-SEP-2015
Brookstone Purchasing, Inc.	TimeSmart	77/742,856	May-22-09	3728004	Dec-22-09
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	4923281	22-MAR-2016
Brookstone Purchasing, Inc.	Carry On	86/360,452	07-AUG-2014	4942113	19-APR-2016

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

Registration No.	Owner	Trademark	Jurisdiction
3572165	Headwaters R & D, Inc.	Tranquil Moments	Worldwide