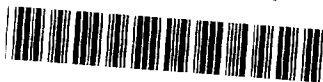


FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, please send the attached original documents or copy thereof.

1. Name of conveying party(ies):

David HARRIS,
Steven SCHWARTZ and
Rudy WOODARD

6/8/01

2. Name and address of receiving party(ies):

Name: Brookstone Company, Inc.

Internal Address: _____

10979 U.S. PTO
29/143242
06/06/01

Street Address: 17 Riverside Street

City: Nashua State: NH ZIP: 03062

Additional names(s) of conveying party(ies) Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 4, 2001; June 4, 2001; June 1, 2001

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: June 4, 2001

A. Patent Application No.(s)

B. Patent No.(s)

JUNE 4, 2001 AND
JUNE 1, 2001

29/143242

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Norman P. Soloway

Internal Address: _____

08/17/2001 MAHME1 00000004 29143242
41 FEB 01 40.00 DP
02 FC:5A1

Hayes, Soloway, Hennessey, Grossman & Hage, PC

Street Address: 175 Canal Street

City: Manchester State: NH ZIP: 03101

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-1391

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Norman P. Soloway

June 8, 2001 (clm)

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

5

PATENT

Brookstone 00.14ASSIGNMENT

We, David Harris, Steven Schwartz and Rudy Woodard c/o Brookstone Company Inc., 17 Riverside Street, Nashua, New Hampshire 03062 of the United States of America, having invented certain inventions and improvements in **Personal Massager** and having executed an application for Letters Patent of the United States of America describing the same and based thereon respectively on the 4th day of June, 2001; and 1st day of June, 2001; for good and valuable consideration, the receipt of which is hereby acknowledged **Brookstone Company, Inc.** a New Hampshire corporation having its principal place of business at **17 Riverside Street, Nashua, New Hampshire 03062 U.S.A.**, (hereinafter called the Assignee), do hereby sell, assign and transfer unto the Assignee, its successors, and assigns our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application and the inventions and any of them therein set forth and described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or any of them or any part thereof or on said application or any divisional, continuing, reissue, or other patent application based thereon;

And for the same consideration we do also hereby sell, assign, and transfer unto the Assignee, its successors, and assigns all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and any of them and all parts thereof and said application, and we do hereby authorize the Assignee, its successors, and assigns to apply in our name or its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part

thereof in all countries claiming if it or they so desire the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration, we do hereby agree for ourselves and for our heirs, executors, and administrators, promptly upon request of the Assignee, its successors, or assigns, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, its successors, or assigns fully to secure to it or them said right, title, and interest as aforesaid in and to said inventions and any of them and all parts thereof and in and to and under said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States application or other applications or any of them or on or for said inventions or any of them or any part thereof; and we do hereby covenant for ourselves and our legal representatives and agree with the Assignee, its successors, and assigns that we have granted no right or license to make, use, or sell said inventions or any of them or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions or any of them or any part thereof has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

6.04.01 David Harris
Date David Harris

UNITED STATES OF AMERICA)
STATE OF NEW HAMPSHIRE) ss:
COUNTY OF Hillsborough)

On this 4th day of June, 2001, David Harris personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.

(SEAL) JUDITH L. CURDO, Justice of the Peace
My Commission Expires October 27, 2004
Judith L. Curdo
Notary Public

6/4/01 Steven Schwartz
Date Steven Schwartz

UNITED STATES OF AMERICA)
STATE OF NEW HAMPSHIRE) ss:
COUNTY OF Hillsborough)

On this 4th day of June, 2001, Steven Schwartz personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.

(SEAL) JUDITH L. CURDO, Justice of the Peace
My Commission Expires October 27, 2004
Judith L. Curdo
Notary Public

6/1/01

Date

Rudy Woodard
Rudy Woodard

UNITED STATES OF AMERICA)
STATE OF NEW HAMPSHIRE) ss:
COUNTY OF Hillsborough)

On this 1st day of June, 2001, Rudy Woodard personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.

(SEAL)

Judith L. Curdo
Notary Public