

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Brookstone Company, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone International Holdings, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone Holdings, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone Military Sales, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone Properties, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone Purchasing, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone Retail Puerto Rico, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone Stores, Inc.</td><td>11/18/2011</td></tr><tr><td>Gardeners Eden, Inc.</td><td>11/18/2011</td></tr><tr><td>Brookstone, Inc.</td><td>11/18/2011</td></tr><tr><td>Advanced Audio Concepts, Ltd.</td><td>11/18/2011</td></tr><tr><td>Big Blue Audio LLC</td><td>11/18/2011</td></tr><tr><td>BNM, LLC</td><td>11/18/2011</td></tr></tbody></table>		Name	Execution Date	Brookstone Company, Inc.	11/18/2011	Brookstone International Holdings, Inc.	11/18/2011	Brookstone Holdings, Inc.	11/18/2011	Brookstone Military Sales, Inc.	11/18/2011	Brookstone Properties, Inc.	11/18/2011	Brookstone Purchasing, Inc.	11/18/2011	Brookstone Retail Puerto Rico, Inc.	11/18/2011	Brookstone Stores, Inc.	11/18/2011	Gardeners Eden, Inc.	11/18/2011	Brookstone, Inc.	11/18/2011	Advanced Audio Concepts, Ltd.	11/18/2011	Big Blue Audio LLC	11/18/2011	BNM, LLC	11/18/2011
Name	Execution Date																												
Brookstone Company, Inc.	11/18/2011																												
Brookstone International Holdings, Inc.	11/18/2011																												
Brookstone Holdings, Inc.	11/18/2011																												
Brookstone Military Sales, Inc.	11/18/2011																												
Brookstone Properties, Inc.	11/18/2011																												
Brookstone Purchasing, Inc.	11/18/2011																												
Brookstone Retail Puerto Rico, Inc.	11/18/2011																												
Brookstone Stores, Inc.	11/18/2011																												
Gardeners Eden, Inc.	11/18/2011																												
Brookstone, Inc.	11/18/2011																												
Advanced Audio Concepts, Ltd.	11/18/2011																												
Big Blue Audio LLC	11/18/2011																												
BNM, LLC	11/18/2011																												
RECEIVING PARTY DATA																													
<table border="1"><tr><td>Name:</td><td>Bank of America, N.A., as Collateral Agent</td></tr><tr><td>Street Address:</td><td>100 Federal Street, 9th Floor</td></tr><tr><td>City:</td><td>Boston</td></tr><tr><td>State/Country:</td><td>MASSACHUSETTS</td></tr><tr><td>Postal Code:</td><td>02110</td></tr></table>		Name:	Bank of America, N.A., as Collateral Agent	Street Address:	100 Federal Street, 9th Floor	City:	Boston	State/Country:	MASSACHUSETTS	Postal Code:	02110																		
Name:	Bank of America, N.A., as Collateral Agent																												
Street Address:	100 Federal Street, 9th Floor																												
City:	Boston																												
State/Country:	MASSACHUSETTS																												
Postal Code:	02110																												
PROPERTY NUMBERS Total: 1																													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29399907</td></tr></tbody></table>		Property Type	Number	Application Number:	29399907																								
Property Type	Number																												
Application Number:	29399907																												
CORRESPONDENCE DATA																													
Fax Number:	(302)636-5454																												
Phone:	202-408-3121 x2348																												
Email:	jpaterso@cscinfo.com																												

CH \$40.00 29399907

501729334

PATENT
REEL: 027255 FRAME: 0983

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

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:	986588-10
-------------------------	-----------

NAME OF SUBMITTER:	Jean Paterson
--------------------	---------------

Total Attachments: 11

source=11-18-11 Brookstone-PT#page1.tif
source=11-18-11 Brookstone-PT#page2.tif
source=11-18-11 Brookstone-PT#page3.tif
source=11-18-11 Brookstone-PT#page4.tif
source=11-18-11 Brookstone-PT#page5.tif
source=11-18-11 Brookstone-PT#page6.tif
source=11-18-11 Brookstone-PT#page7.tif
source=11-18-11 Brookstone-PT#page8.tif
source=11-18-11 Brookstone-PT#page9.tif
source=11-18-11 Brookstone-PT#page10.tif
source=11-18-11 Brookstone-PT#page11.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brookstone Company, Inc. and see attached

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: November 18, 2011

2. Name and address of receiving party(ies)

Bank of America, N.A., as Collateral Agent
Name: _____

Internal Address: _____

Street Address: 100 Federal Street, 9th Floor

City: Boston State: MA Zip: 02110

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

4. Application number(s) or patent number(s): see attached

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

A. Patent Application No.(s)
see attached

B. Patent No.(s)
see attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jackie Billard

Internal Address: Riemer & Braunstein LLP

Street Address: Three Center Plaza

City: Boston State: MA Zip: 02108

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ _____

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Jackie Billard

Name of Person Signing

Jackie Billard
Signature

11/18/11

Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

JOINDER AND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Joinder and Supplement to Intellectual Property Security Agreement (this "Supplement") is made as of the 16th day of November, 2011 by and among:

BROOKSTONE COMPANY, INC., a New Hampshire corporation, **BROOKSTONE INTERNATIONAL HOLDINGS, INC.**, a New Hampshire corporation, **BROOKSTONE HOLDINGS, INC.**, a New Hampshire corporation, **BROOKSTONE MILITARY SALES, INC.**, a New Hampshire corporation, **BROOKSTONE PROPERTIES, INC.**, a New Hampshire corporation, **BROOKSTONE PURCHASING, INC.**, a New Hampshire corporation, **BROOKSTONE RETAIL PUERTO RICO, INC.**, a Puerto Rico corporation, **BROOKSTONE STORES, INC.**, a New Hampshire corporation, **GARDENERS EDEN, INC.**, a New Hampshire corporation, **BROOKSTONE, INC.**, a Delaware corporation, and **ADVANCED AUDIO CONCEPTS, LTD**, a Hong Kong corporation (each individually, an "Existing Grantor", and, together, the "Existing Grantors"), each with a principal office at One Innovation Way, Merrimack, New Hampshire;

BIG BLUE AUDIO LLC, a New Hampshire limited liability company ("Big Blue"), and **BNM, LLC**, a New Hampshire limited liability company ("BNM"), and, together with Big Blue, individually a "New Grantor", and collectively the "New Grantors", and, the New Grantors, together with the Existing Grantors, individually, a "Grantor", and collectively, the "Grantors"; and

BANK OF AMERICA, N.A., as Collateral Agent, a national association, with offices at 100 Federal Street, 9th Floor, Boston, MA 02110 (the "Grantee"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WHEREAS, reference is made to a certain Amended and Restated Credit Agreement dated as of April 16, 2010 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") by and between (i) Brookstone Company, Inc., Brookstone International Holdings, Inc., Brookstone Holdings, Inc., Brookstone Properties, Inc., Brookstone Purchasing, Inc., Brookstone Retail Puerto Rico, Inc., Brookstone Stores, Inc., Gardeners Eden, Inc., Brookstone Military Sales, Inc.; (ii) Brookstone, Inc., Advanced Audio Concepts, Limited; (iii) the Lenders named therein; (iv) Bank of America, N.A., as Administrative Agent for the Lenders and as Collateral Agent for the Secured Parties; (v) Bank of America, N.A. and General Electric Capital Corporation, as Borrowing Base Agents for the Secured Parties; and (vi) Bank of America, N.A., as Swingline Lender and Issuing Bank.

WHEREAS, as security for its obligations under the Credit Agreement, the Existing Grantors, among others, have executed and delivered to the Grantee, for the benefit of the Secured Parties, (A) that certain Security Agreement dated as of October 4, 2005 (as the same has been, or may hereafter be, amended, modified, supplemented and/or restated, the "Security Agreement"), pursuant to which the Existing Grantors, among others, have granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in and to the Collateral (as defined in the Security Agreement), and (B) that certain Intellectual Property Security Agreement dated as of October 4, 2005 (as amended and in effect, the "Agreement") in favor of the Grantee, pursuant to which the Existing Grantors pledged, assigned and granted a security interest in favor of the Grantee for the benefit of the Secured Parties in certain IP Collateral (as defined therein), which was recorded: (i) with respect to Trademarks (as defined therein), at the United States Patent and Trademark Office on October 18, 2005, at Reel 3208 and Frame 0224; (ii)

with respect to Patents (as defined therein), at the United States Patent and Trademark Office on October 18, 2005, at Reel 016902 and Frame 0157; and, (iii) with respect to Copyrights (as defined therein), with the U.S. Copyright Office on October 20, 2005 at document #V3531 D217-219 P1-45, and which was supplemented by that certain Supplement to Intellectual Property Security Agreement dated as of April 16, 2010, which was recorded: (i) with respect to Trademarks (as defined therein), at the United States Patent and Trademark Office on May 5, 2010, at Reel 004199 and Frame 0666; (ii) with respect to Patents (as defined therein), at the United States Patent and Trademark Office on May 3, 2010, at Reel 024320 and Frame 0649; and, (iii) with respect to Copyrights (as defined therein), with the U.S. Copyright Office on April 29, 2010 at document #V3598 D99 P1-22.

WHEREAS, the Existing Grantors have advised the Grantee that Brookstone Holdings, Inc. has formed the New Grantors as wholly-owned subsidiaries of Brookstone Holdings, Inc. Pursuant to Section 5.13 of the Credit Agreement, the Grantors are required to cause the New Grantor to join in the execution of, and become a party to, among other Loan Documents, the Agreement and the Security Agreement.

WHEREAS, in connection with the foregoing, (i) the New Grantors desire to join the Agreement as Grantors thereunder, and (ii) the parties to the Agreement desire to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

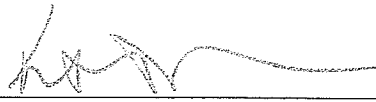
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. Joinder. Effective as of the date of this Joinder, each New Grantor hereby acknowledges that such New Grantor has received and reviewed a copy of the Agreement, and hereby:
 - a. joins in the execution of, and becomes a party to, the Agreement as a Grantor thereunder, as indicated with its signature below;
 - b. agrees that such New Grantor shall, for all purposes, be deemed an "Grantor", jointly and severally with all other Grantors under the Agreement;
 - c. covenants and agrees to be bound by all covenants (other than covenants which specifically relate solely to an earlier date), agreements, liabilities and acknowledgments of a Grantor under the Agreement as of the date hereof, in each case, with the same force and effect as if such New Grantor was a signatory to the Agreement and was expressly named as an Grantor therein;
 - d. hereby certifies that all representations and warranties of a Grantor under the Agreement are true and correct in all material respects as of the date hereof (other than representations and warranties that relate solely to an earlier date), in each case, with the same force and effect as if such New Grantor was a signatory to the Agreement and was expressly named as an Grantor therein; and

- e. assumes and agrees to perform all applicable duties and obligations of the Existing Grantors under the Agreement.
- 3. Grant of Security Interest. To secure the prompt, punctual, and faithful performance of all and each of the Obligations, each of Big Blue and BNM hereby grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in and to, and assigns to the Grantee, for the benefit of the Secured Parties, all right, title and interest of Big Blue and BNM in and to the IP Collateral.
- 4. Supplement to Exhibit A. The attached Exhibit A is hereby incorporated into and, as of the date hereof, made a part of Exhibit A to the Agreement.
- 5. Supplement to Exhibit B. The attached Exhibit B is hereby incorporated into and, as of the date hereof, made a part of Exhibit B to the Agreement.
- 6. Supplement to Exhibit C. The attached Exhibit C is hereby incorporated into and, as of the date hereof, made a part of Exhibit C to the Agreement.
- 7. Miscellaneous.
 - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. Each Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement, which may be executed in multiple counterparts, covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

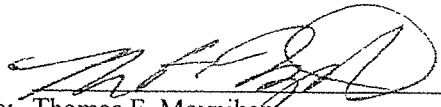
BANK OF AMERICA, N.A., as Collateral Agent and
Grantee

By: 

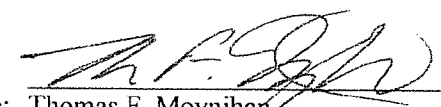
Name: Kathleen Dimock

Title: Managing Director

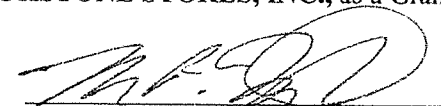
BROOKSTONE PURCHASING, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

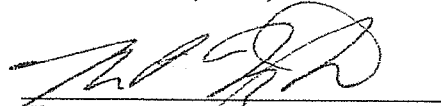
BROOKSTONE RETAIL PUERTO RICO, INC., as
a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

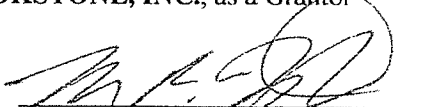
BROOKSTONE STORES, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

GARDENERS EDEN, INC., as a Grantor

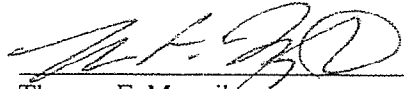
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

BROOKSTONE, INC., as a Grantor

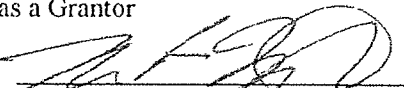
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

[Signature Page to Supplement to Intellectual Property Security Agreement]


BROOKSTONE COMPANY, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

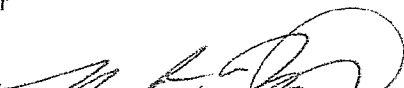
**BROOKSTONE INTERNATIONAL HOLDINGS,
INC., as a Grantor**

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary


BROOKSTONE HOLDINGS, INC., as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

**BROOKSTONE MILITARY SALES, INC., as a
Grantor**


By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

BROOKSTONE PROPERTIES, INC., as a Grantor

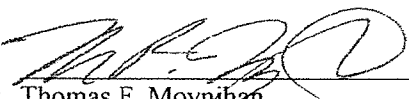
By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

[Exhibits to Supplement to Intellectual Property Security Agreement]

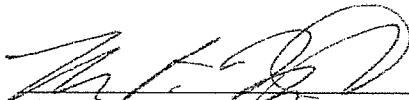
ADVANCED AUDIO CONCEPTS, LTD, as a
Grantor

By: 
Name: Thomas F. Moynihan
Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

BIG BLUE AUDIO LLC, as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Manager

BNM, LLC, as a Grantor

By: 
Name: Thomas F. Moynihan
Title: Manager

[Signature Page to Supplement to Intellectual Property Security Agreement]

Exhibit A

None.

[Exhibits to Supplement to Intellectual Property Security Agreement]

Exhibit B

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application Serial No.</u>
	Big Blue Audio LLC	August 19, 2011	Pending	29/399,907

[Exhibits to Supplement to Intellectual Property Security Agreement]

Exhibit C

<u>Trademarks</u>	<u>Mark Type</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application Serial No.</u>
Big Blue Audio	Wordmark	Big Blue Audio LLC	May 26, 2011	Pending	85/331,746
Big Blue Audio	Stylized Logo	Big Blue Audio LLC	August 25, 2011	Pending	85/407,437
Big Blue Audio	Stylized Logo	Big Blue Audio LLC	August 25, 2011	Pending	85/407,476
Power. Pair. Play.	Wordmark	Big Blue Audio LLC	August 31, 2011	Pending	85/411,990
Fight the Silence	Wordmark	Big Blue Audio LLC	September 13, 2011	Pending	85/407,476

[Exhibits to Supplement to Intellectual Property Security Agreement]