

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2742985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BROOKSTONE PURCHASING, INC.	02/14/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	ONE BOSTON PLACE
Internal Address:	18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D685106
Patent Number:	D686723
Patent Number:	8561971
Application Number:	29437888
Application Number:	29437886
Application Number:	29437876
Application Number:	29451332
Application Number:	13845612
Application Number:	61907511
Application Number:	29476943
Application Number:	29476942
Application Number:	61923167
CORRESPONDENCE DATA	

Fax Number: (302)636-5454
Phone: 202-408-3121 X62348
Email: jpaterso@cscinfo.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
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:	027982
NAME OF SUBMITTER:	JEAN PATERSON
Signature:	/jep/
Date:	02/26/2014

Total Attachments: 5
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "**Agreement**") made as of this 14th day of February, 2014, by and between:

BROOKSTONE PURCHASING, INC. ("Grantor"); and

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as collateral agent for the Credit Parties (as defined the Credit Agreement defined below) (in such capacity, the "Collateral Agent").

In consideration of the mutual covenants contained herein and benefits to be derived herefrom, the parties hereto agree as follows:

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Collateral Agent and the lenders identified therein are parties to that certain Amended and Restated Credit Agreement dated as of August 13, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**"), providing for a loan to be made to Grantor by Collateral Agent and Lenders; and

WHEREAS, pursuant to the terms of (i) that certain Security Agreement dated as of December 30, 2011 between Grantor and Collateral Agent (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Security Agreement**") and (ii) that certain Intellectual Property Security Agreement dated as of December 30, 2011 between Grantor and Collateral Agent (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**IPSA**"), the Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Credit Agreement, Security Agreement and IPSA. The Credit Agreement, Security Agreement and IPSA and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the IPSA.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Collateral Agent, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and IPSA of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Patent listed on **Schedule 1** annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

GRANTOR:

BROOKSTONE PURCHASING, INC.

By: 

Name: Thomas F. Moynihan

Title: Vice President, Chief Financial Officer,
Treasurer and Assistant Secretary

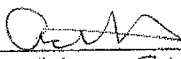


Signature Page to Patent Security Agreement

PATENT
REEL: 032334 FRAME: 0802

COLLATERAL AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Adam Siler
Title: Managing Director

Signature Page to Patent Security Agreement

Schedule 1

Owner	Title	Application Serial No.	Filing Date	Patent No
Brookstone Purchasing, Inc.	Massage Apparatus	29/437,869	November 21, 2012	D685,106
Brookstone Purchasing, Inc.	Bed Fan	29/413,335	February 14, 2012	D686,723
Brookstone Purchasing, Inc.	Wine Aerator	13/267,005	January 23, 2013	8,561,971
Brookstone Purchasing, Inc.	Wine Aerator	29/437,888	November 21, 2012	--
Brookstone Purchasing, Inc.	Wine Aerator	29/437,886	November 21, 2012	--
Brookstone Purchasing, Inc.	Wine Aerator	29/437,876	November 21, 2012	--
Brookstone Purchasing, Inc.	Wine Aerator Stand	29/451,332	April 1, 2013	--
Brookstone Purchasing, Inc.	Dispensing Device for Edible Goods and/or Novelties	13/845,612	March 18, 2013	--
Brookstone Purchasing, Inc.	Massager with Adjustable Nodes	61/907511	November 22, 2013	--
Brookstone Purchasing, Inc.	Mug With Integrated Bottle Opener	29/476,943	December 18, 2013	--
Brookstone Purchasing, Inc.	Speak (Big Blue Party)	29/476,942	December 18, 2013	--
Brookstone Purchasing, Inc.	Combined Coffee And Tea Brewing Apparatus	61/923,167	January 2, 2014	--