PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2930898

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Execution Date
WELLS FARGO BANK	07/07/2014

RECEIVING PARTY DATA

Name:	BROOKSTONE PURCHASING, INC.		
Street Address:	ONE INNOVATION WAY		
City:	MERRIMACK		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03054		

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:

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.

Email: ssexton@kslaw.com
Correspondent Name: KING & SPALDING

Address Line 1: 1180 PEACHTREE STREET NE Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 09637.233040

PATENT
REEL: 033282 FRAME: 0640

502884300

NAME OF SUBMITTER: SALLY SEXTON		
SIGNATURE:	/sallysexton/	
DATE SIGNED:	07/09/2014	
Total Attachments: 4		
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PATENT REEL: 033282 FRAME: 0641

RELEASE OF PATENT SECURITY AGREEMENT

This Release of Patent Security Agreement (this "Release") is made as of July 7, 2014, by Wells Fargo Bank, National Association, a National Banking Association, in its capacity as Collateral Agent under (and as defined in) the Security Agreement referred to below (in such capacity, the "Secured Party") for the benefit of Brookstone Purchasing, Inc. (New Hampshire corporation), (the "Debtor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

WITNESSETH:

WHEREAS, the Debtor and the Secured Party are parties to that certain Patent Security Agreement, dated as of February 14, 2014 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party for the benefit of the Secured Parties a security interest in, among other things, certain Patents and Patent Licenses, including the Patents set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 032334 and Frame 0798 on February 26, 2014; and

WHEREAS, the Debtor has requested that the Secured Party release, and the Secured Party is willing to release the entirety of, subject to the terms hereof, its security interest, and claims of security interest, in the Patent Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

- 1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the following assets (the "Patent Collateral"):
 - a. all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; and
 - b. any and all agreements providing for the granting of any right in or to Patents (whether the Debtor is licensee or licensor thereunder) including those referred to in Schedule I hereto.

PATENT REEL: 033282 FRAME: 0642

- c. any right, title or interest of the Secured Party in such Patent Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in such Patent Collateral to the Debtor.
- 2. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor's sole cost and expense, as may be necessary in the determination of the Debtor to affect the release of the Patent Collateral contemplated hereby.
- 3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned has caused this Release of Patent Security Agreement to be executed and delivered as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: Peter Foley

Title: Director

[SIGNATURE PAGE TO RELEASE OF PATENT SECURITY AGREEMENT]

PATENT REEL: 033282 FRAME: 0644

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	
Brookstone Purchasing, inc.	Wine Aerator	29/437,888		
Brookstone Purchasing, inc.	Wine Aerator	29/437,886		
Brookstone Purchasing, Inc.	antiferance of the Control	29/437,876		-
Brookstone Purchasing, inc.	Wine Aerator Stand		April 1, 2013	db
Brookstone Purchasing, Inc.	Dispensing Device for Edible Goods and/or Noveltles		March 18, 2013	*
Brookstone Purchasing, Inc.	Massager with Adjustable Nodes	61/907511	November 22, 2013	men
Brookstone Purchasing, Inc.	Mug With Integrated Bottle Opener		December 18, 2013	magning radions and addition themsilying is a
Brookstone Purchasing, Inc.		29/476,942	December 18, 2013	
Brookstone Purchasing, Inc.	Combined Coffee And Tea Brewing Apparatus	61/923,167		grade and the second of the second se

PATENT REEL: 033282 FRAME: 0645

RECORDED: 07/09/2014