

10/20/05

10-24-2005



RECORDATION FORM  
TRADEMARK

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

103105741

Docket No:

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

1. Name of conveying party(ies):  
**Bank of America, N.A.**  
**JP Morgan Chase & Co.**

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

2. Name and address of receiving party(ies):  
Name: **Brookstone Company, Inc.**  
Street Address: **One Innovation Way**  
City: **Merrimack** State: **NH**

3. Nature of conveyance  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date(s):  
1<sup>st</sup> Secured Party: **September 20, 2005**  
2<sup>nd</sup> Secured Party: **September 20, 2005**  
3<sup>rd</sup> Secured Party:

Zip Code: **03054**  
Country: **USA**  
Additional name(s) of conveying party(ies) attached?  Yes  No

OFFICE OF FINANCIAL OPERATIONS  
2005 OCT 20 AM 10:41  
FINANCE SECTION

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the filing date of the application is: \_\_\_\_\_

A. Trademark Application Serial No(s).  
B. Trademark Registration No(s).  
**1,386,424** **1,338,831**  
**1,270,358** **1,317,358**

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

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

Attorney Name: **Andrea L. Hirst, Esq.**  
Firm Name: **Brookstone Company, Inc.**  
Street Address: **One Innovation Way**  
City: **Merrimack** State: **NH**  
Zip Code: **03054**

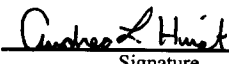
6. Total Number of applications and patents involved: **1**

7. Total Fee (37 C.F.R. 3.41): **\$160.00**  
Enclosed   
Authorized to be charged to Deposit Account

8. Deposit Account Number: **50-3205**  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

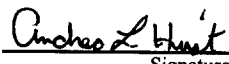
9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Andrea L. Hirst**  **October 17, 2005**  
Name of Person Signing Signature Date  
Title: **Corporate Counsel, Intellectual Property**

Total number of pages including cover sheet, attachments, and documents: **7**

CERTIFICATE OF MAILING OR TRANSMISSION [37 C.F.R. 1.8(a)]

I hereby certify that this correspondence is being:  
 deposited with the United States Postal Service as 1st Class Mail on the date shown below in an envelope addressed to: Mail Stop: ASSIGNMENT RECORDATION SERVICES, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450  
 transmitted by facsimile on the date shown below to the U.S. Patent and Trademark Office at (703) 306-5995.

**October 17, 2005**  **Andrea L. Hirst**  
Date Signature Typed or printed name

Mail documents to be recorded with the required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office,  
P.O. Box 1450, Alexandria, VA 22313-1450

10/21/2005 ECOOPER 00000264 503205 1386424

01 FC:8521 40.00 DA  
02 FC:8522 75.00 DA

**BROOKSTONE COMPANY, INC.**

**RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY is made as of **September 20, 2005** by Bank of America, N.A., successor-in-interest to Shawmut Bank, N.A. and Maryland National Bank and JP Morgan Chase & Co., successor-in-interest to Texas Commerce Bank National Association (collectively, the "Secured Party") under the Security Agreement (as defined below), in favor of Brookstone Company, Inc., a New Hampshire corporation (the "Mark Owner").

WHEREAS, pursuant to the Amended and Restated Security Agreement dated as of August 22, 1991, as amended and in effect from time to time (the "Security Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto and the Secured Party, the Mark Owner granted to the Secured Party a security interest in substantially all of its assets, including the Collateral (as defined below);

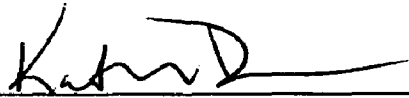
WHEREAS, pursuant to the Memorandum of Security Interest dated as of August 22, 1991 (the "Memorandum of Trademark Security Interest") between the Mark Owner and the Secured Party, which was recorded in the United States Patent and Trademark Office on September 4, 1991 at Reel 0811 Frame 0965, the Mark Owner (a) confirmed that the Mark Owner had, pursuant to the Security Agreement, granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached to the Memorandum of Trademark Security Interest and made a part thereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral"), and (b) represented that the Mark Owner (i) was the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof, and (ii) had the capacity to grant to the Secured Party the security interests granted under the Security Agreement; and

WHEREAS, (a) the Mark Owner has requested that the Secured Party (i) discharge and release its security interest in the Collateral, including those items set forth on Schedule A attached hereto, and (ii) reassign to the Mark Owner all of the Secured Party's rights, title and interest in and to the Collateral, and (b) the Secured Party is willing to do so on the term set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby: (a) discharges and releases the security interest, and transfers and assigns to the Mark Owner all of the rights, title and interests, of the Secured Party in and to the Collateral; (b) authorizes the Mark Owner to take any and all actions in connection with the Collateral in the Mark Owner's own name and at the Mark Owner's own cost and expense; and (c) agrees that, after the date hereof, the Secured Party will, at the cost and expense of the Mark Owner, execute and deliver to the Mark Owner such documents, and take such other actions, as the Mark Owner may reasonably request to accomplish the release, discharge, transfer and assignment set forth herein.

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A.

By   
Name: Kathleen Dimock  
Title: Managing Director

JP MORGAN CHASE & CO.

By \_\_\_\_\_  
Name:  
Title:

The foregoing is hereby  
agreed to and accepted:

BROOKSTONE COMPANY, INC.

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A.

By \_\_\_\_\_  
Name:  
Title:

JP MORGAN CHASE & CO.

By \_\_\_\_\_  
Name:  
Title: **F. HALL WEBB**  
**SVP**

The foregoing is hereby  
agreed to and accepted:

BROOKSTONE COMPANY, INC.

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A.


By \_\_\_\_\_  
Name:  
Title:

JP MORGAN CHASE & CO.

By \_\_\_\_\_  
Name:  
Title:

The foregoing is hereby  
agreed to and accepted:

BROOKSTONE COMPANY, INC.

By 

Name: **Daniel J. Burke**

Title: **OVP, General Counsel and Assistant Secretary**

## TRADEMARK

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
Brookstone	US	73/517,075	10-Jan-1985	1,386,424	18-March-1986
Brookstone	US	73/370,242	17-June-1982	1,270,358	13-March-1984
Brookstone	US	73/425,701	13-May-1982	1,338,831	4-June-1986
Fiendishly Ingenious Devices	US	73/430,257	16-June-1983	1,317,358	1-Jan-1985