

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		07/07/2014	National Association:
RECEIVING PARTY DATA			
Name:	Brookstone Purchasing, Inc.		
Street Address:	One Innovation Way		
City:	Merrimack		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03054		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	85688409	AERO	
Serial Number:	85529424	BACK-IN-10	
Serial Number:	85682361	BEANS & LEAVES	
Serial Number:	85533092	BIG BLUE	
Serial Number:	85545515	BIOSENSE	
Serial Number:	85622613	GREAT FALLS COLLEGE	
Serial Number:	85891517	BIOSENSE	
Serial Number:	86077970	BIOSENSE 2	
Serial Number:	86078005	BIOSENSE PLUS	
Serial Number:	85746972	BROOKSTONE	
Serial Number:	85686010	BROOKSTONE	
Serial Number:	85865873	DASH	
Serial Number:	85686356	ECOMFORT	
Serial Number:	85511341	NAP	
Serial Number:	85545857	SILIPHONES	
Serial Number:	85666441	SNACKMAN	
Serial Number:	85660381	TECH-GRIP	
Serial Number:	85716018	THERASPA	
CORRESPONDENCE DATA			
		TRADEMARK	

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
--------------------------------	--------------

NAME OF SUBMITTER:	Sally Sexton
---------------------------	--------------

SIGNATURE:	/sallysexton/
-------------------	---------------

DATE SIGNED:	07/08/2014
---------------------	------------

Total Attachments: 6

source=trademarkrelease#page1.tif

source=trademarkrelease#page2.tif

source=trademarkrelease#page3.tif

source=trademarkrelease#page4.tif

source=trademarkrelease#page5.tif

source=trademarkrelease#page6.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark 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 (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 Trademark 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 a security interest in, among other things, certain Trademarks and Trademark Licenses, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5224 and Frame 0203 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 Trademark 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 "Trademark Collateral"):

- (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, (ii) all extension and renewals of any of the foregoing, (iii) all the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and
- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Debtor is licensee or licensor thereunder) including those referred to in Schedule I hereto.

(c) any right, title or interest of the Secured Party in such Trademark 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 Trademark Collateral to the Debtor.

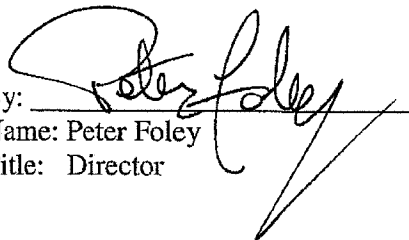
2. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor's sole cost and expense, as may be necessary in the reasonable determination of the Debtor to affect the release of the Trademark Collateral contemplated 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 Trademark Security Agreement to be executed and delivered as of the date first written above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 
Name: Peter Foley
Title: Director

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademark Registrations and Applications

See attached

Schedule I

Owner	Mark	Application Serial No.	Filing Date
Brookstone Purchasing, Inc.	Aero	85/688,409	July 27, 2012
Brookstone Purchasing, Inc.	Back-In-10	85/529,424	January 31, 2012
Brookstone Purchasing, Inc.	Beans & Leaves	85/682,361	July 20, 2012
Brookstone Purchasing, Inc.	Big Blue	85/533,092	February 3, 2012
Brookstone Purchasing, Inc.	BioSense	85/545,515	February 17, 2012
Brookstone Purchasing, Inc.	BioSense	85/622,613	June 27, 2012
Brookstone Purchasing, Inc.	BioSense2	85/891,517	April 1, 2013
Brookstone Purchasing, Inc.	BioSense Plus	86/077,970	September 30, 2013
Brookstone Purchasing, Inc.	BioSense	86/078,005	September 30, 2013
Brookstone Company, Inc.	Brookstone	85/746,972	October 5, 2012
Brookstone Purchasing, Inc.	Brookstone	85/686,010	July 25, 2012
Brookstone Purchasing, Inc.	Dash	85/865,873	March 4, 2013
Brookstone Purchasing, Inc.	eComfort	85/686,356	July 25, 2012
Brookstone Purchasing, Inc.	Nap	85/511,341	January 8, 2012

BOS 47350483v3

Brookstone Purchasing, Inc.	Siliphones	85/545,857	February 17, 2012
Brookstone Purchasing, Inc.	SnackMan	85/666,441	July 2, 2012
Brookstone Purchasing, Inc.	Tech-Grip	85/660,381	June 25, 2012
Brookstone Purchasing, Inc.	TheraSpa	85/716,018	August 29

BOS 47350483v3