

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BROOKSTONE, INC.		10/26/2010	CORPORATION: DELAWARE
BROOKSTONE COMPANY, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
BROOKSTONE INTERNATIONAL HOLDINGS, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
BROOKSTONE HOLDINGS, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
BROOKSTONE PROPERTIES, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
BROOKSTONE PURCHASING, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
BROOKSTONE RETAIL PUERTO RICO, INC.		10/26/2010	CORPORATION: PUERTO RICO
BROOKSTONE STORES, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
ADVANCED AUDIO CONCEPTS, LIMITED		10/26/2010	CORPORATION: HONG KONG
BROOKSTONE MILITARY SALES, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE
GARDENERS EDEN, INC.		10/26/2010	CORPORATION: NEW HAMPSHIRE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	45 Broadway, 14th Floor
<b>Internal Address:</b>	Corporate Trust Services
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10006
<b>Entity Type:</b>	National Association Bank: UNITED STATES

PROPERTY NUMBERS Total: 109

**CH \$2740.00 3821479**

**900176894**

**TRADEMARK**  
**REEL: 004409 FRAME: 0001**

Property Type	Number	Word Mark
Registration Number:	3821479	BETTER THAN DOWN
Registration Number:	3797387	BODYFORM
Registration Number:	3797384	HEAR TOGETHER
Registration Number:	3751756	BROOKSTONE
Registration Number:	3728004	TIMESMART
Registration Number:	3670510	FORMULA 210
Registration Number:	3670508	FORMULA 210
Registration Number:	3656954	BE
Registration Number:	3638574	BIOSENSE
Registration Number:	3604180	STEAM BUG
Registration Number:	3583382	BROOKSTONE
Registration Number:	3582970	BROOKSTONE
Registration Number:	3557409	TOUCH NAP FEEL GOOD
Registration Number:	3557408	TOUCH NAP FEEL GOOD
Registration Number:	3557395	NAP
Registration Number:	3557391	NAP
Registration Number:	3554070	TOUCH SLEEP REVIVE
Registration Number:	3546668	BROOKSTONE
Registration Number:	3534128	GIFT OF INNOVATION
Registration Number:	3530118	WEATHER WRAP
Registration Number:	3528933	IDESIGN
Registration Number:	3492448	ICONVERT
Registration Number:	3455021	BETTER THAN DOWN
Registration Number:	3429933	MY LIFE DIGITAL PICTURE SHOW
Registration Number:	3411623	E-PAD
Registration Number:	3392664	WINK
Registration Number:	3383961	ADVANCED AUDIO CONCEPTS
Registration Number:	3359422	ALWAYS PERFECT
Registration Number:	3348169	SONGCUBE
Registration Number:	3344896	BOOMBUCKET
Registration Number:	3344858	INEED
Registration Number:	3294536	SONGPAK
Registration Number:	3285356	SONGPLAY
Registration Number:	3273043	SONGSTICK

Registration Number:	3259552	SONGSPACE
Registration Number:	3252969	MICROBEAM
Registration Number:	3243049	COLORSMART
Registration Number:	3241962	NAP - FORM
Registration Number:	3241961	NAPFORM
Registration Number:	3241960	N-A-P
Registration Number:	3241447	B B B B
Registration Number:	3239801	NAP
Registration Number:	3237068	MINIMAX
Registration Number:	3228401	AAC ADVANCED AUDIO CONCEPTS LTD.
Registration Number:	3227975	BEAMBAG
Registration Number:	3221376	BROOKSTONE NAP
Registration Number:	3219644	CALMING VISIONS
Registration Number:	3217195	CLEANER. FASTER. BETTER.
Registration Number:	3216587	BOB
Registration Number:	3194172	COLOR-CALL
Registration Number:	3157892	THERASPA
Registration Number:	3133174	BROOKSTONE
Registration Number:	3132487	BROOKSTONE
Registration Number:	3132198	NAP
Registration Number:	3129610	IPILLOW
Registration Number:	3113150	SOFTSOUND
Registration Number:	3074744	BBQ 365
Registration Number:	3071112	NAPSOFT
Registration Number:	3062430	COOL IT
Registration Number:	3059962	FÖM TRÄVEL
Registration Number:	3048566	SMART PRESSURE
Registration Number:	3045191	P'ARTINI
Registration Number:	3044443	RELAXATION ZONE
Registration Number:	3026500	FÖM
Registration Number:	3004474	XPRESSCHECK
Registration Number:	2998250	EASYCHECK
Registration Number:	2986441	S'MARTINI
Registration Number:	2982941	PURE ION
Registration Number:	2980881	WHAT FUN FEELS LIKE

Registration Number:	2979269	ACOUSTICLEAR
Registration Number:	2973860	FOM
Registration Number:	2973780	GREAT SPEAKERS SHOULD BE HEARD, NOT SEEN
Registration Number:	2970018	AQUA-JET FOOT SPA
Registration Number:	2968457	SOUNDSHIELD
Registration Number:	2964988	PURE-ION
Registration Number:	2961267	ACOUSTICLEAR
Registration Number:	2958390	EASYCHECK
Registration Number:	2945245	FILL YOUR HOME WITH SOUND, NOT EQUIPMENT
Registration Number:	2945244	SOUNDSHIELD
Registration Number:	2926365	TUNE OUT THE NOISE. TUNE IN THE MUSIC.
Registration Number:	2925079	TWIN SENSATIONS
Registration Number:	2924422	TWIN SENSATIONS
Registration Number:	2922971	FÖM SPÖRT
Registration Number:	2785096	MIGHTY MAX
Registration Number:	2778742	MAX
Registration Number:	2678254	GRILL ALERT
Registration Number:	2663815	TOOLS THAT THINK
Registration Number:	2334207	BROOKSTONE
Registration Number:	1778378	SP"AIR" BED
Registration Number:	1386424	BROOKSTONE
Registration Number:	1338831	BROOKSTONE
Registration Number:	1270358	BROOKSTONE
Serial Number:	85086683	MIGHTY MAX
Serial Number:	85123966	WORLD OF INNOVATION
Serial Number:	85096416	ECOPAD
Serial Number:	85096398	TOASTY TOWEL
Serial Number:	85086666	MAX
Serial Number:	85056334	POWERPLATE
Serial Number:	85044776	CANDYMAN
Serial Number:	85028427	E-PAD
Serial Number:	77932343	GINI
Serial Number:	77927037	THE GIFT EXPERTS
Serial Number:	77926938	BIOSENSE
Serial Number:	77802546	FLIK

Serial Number:	77494877	MR. GREEN
Serial Number:	77295529	BROOKSTONE DESIGN USA
Serial Number:	77295518	BROOKSTONE DESIGN USA
Serial Number:	77180656	DREAM
Registration Number:	3610226	SONGVIEW

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:	0525921.00003
NAME OF SUBMITTER:	Beata White
Signature:	/Beata White/
Date:	11/08/2010

**Total Attachments: 64**  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 26<sup>th</sup> day of October, 2010, by and among:

BROOKSTONE, INC., BROOKSTONE COMPANY, INC., BROOKSTONE INTERNATIONAL HOLDINGS, INC., BROOKSTONE HOLDINGS, INC., BROOKSTONE PROPERTIES, INC., BROOKSTONE PURCHASING, INC., BROOKSTONE RETAIL PUERTO RICO, INC., BROOKSTONE STORES, INC., ADVANCED AUDIO CONCEPTS, LIMITED, BROOKSTONE MILITARY SALES, INC. and GARDENERS EDEN, INC. (collectively, the "Guarantors", and, together with the Issuer, individually, a "Grantor" and collectively, the "Grantors"); and

WELLS FARGO BANK, N.A., a national banking association, in its capacity as Collateral Agent under the Collateral Agency Agreement dated as of October 26, 2010 among the Collateral Agent, Wells Fargo Bank, N.A., as trustee under the Indenture referred to below, and the Grantors (in such capacity, together with its successors 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:

Reference is made to (a) that certain Indenture dated as of October 26, 2010 (as the same may be amended, modified, supplemented or restated hereafter, the "Indenture") among Brookstone Company, Inc., as issuer (in such capacity, the "Issuer"), the guarantors party thereto and Wells Fargo Bank, N.A., as trustee (in such capacity, together with its successors in such capacity, the "Trustee"), (b) the notes issued under the Indenture by the Issuer on the date of the Indenture and guarantees thereof by the Guarantors provided for and issued pursuant to the Indenture and all additional notes and guarantees thereof at any time issued pursuant to the Indenture (all, collectively, the "Note Debt") and (c) that certain Intercreditor Agreement dated as of October 26, 2010 (as the same may be amended, modified, supplemented, or restated hereinafter, the "Intercreditor Agreement"), among the Issuer, the Guarantors, the Trustee, the Collateral Agent and Bank of America, N.A., in its capacities as initial Credit Agreement Agent (as defined in the Indenture) and as Priority Lien Collateral Agent (as defined in the Intercreditor Agreement).

Reference is also made to that certain Security Agreement dated as of October 26, 2010 (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement"), by and among the Issuer, the Guarantors and the Collateral Agent, pursuant to which the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in and to the Collateral (as defined in the Security Agreement).

Whereas, in order to induce the Trustee to enter into the Indenture and the holders of the Issuer's 12% Second Lien Senior Secured Notes due 2012 (the "2012 Notes") to exchange their

2012 Notes for notes issued pursuant to the Indenture, the Grantors have agreed to grant a continuing Lien on the Collateral to secure the principal of and interest and premium (if any) on all present and future Note Debt and Obligations in respect thereof and all other present and future Parity Lien Obligations;

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their respective successors and assigns) hereby agree as follows:

## **SECTION 1. Definitions**

1.1 Generally. All references to the “UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9, and provided further that if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral (as defined herein) or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“Actionable Default” means (a) the pendency of any Insolvency or Liquidation Proceeding (as defined in the Indenture) commenced voluntarily by or involuntarily against any Grantor which, under the terms of any credit agreement, indenture or other agreement governing any Series of Parity Lien Debt (as defined in the Indenture) causes, or permits holders of Parity Lien Debt (as defined in the Indenture) outstanding thereunder (with or without the giving of notice or lapse of time, or both, and whether or not notice has been given or time has lapsed) to cause, the Parity Lien Debt outstanding thereunder to become immediately due and payable or (b) the failure to pay when due (whether at maturity, upon acceleration or otherwise, giving effect to any applicable cure, grace, notice or similar period) any principal or interest or premium (if any) on any outstanding Series of Parity Lien Debt and continuance of such failure for a period of three days after written notice thereof is given to the Issuer by the Parity Lien Representative (as defined in the Indenture) for such Series of Secured Debt (as defined in the Indenture).

“Collateral Agent” shall have the meaning assigned to such term in the preamble to this Agreement.

“Copyrights” shall mean all copyrights and like protections in each work of authorship or derivative work thereof of each Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the registered copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith.



“Copyright Licenses” shall mean all written agreements providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on Exhibit A annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” shall have the meaning assigned to such term in the Indenture.

“Discharge of Priority Lien Obligations” shall have the meaning assigned to such term in the Indenture.

“Fair Market Value” has the meaning specified in the Indenture.

“Indenture” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in section 3 hereof.

“Intercreditor Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“IP Collateral” shall have the meaning assigned to such term in section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

“Lien” has the meaning specified in the Indenture.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, property, assets, or condition, financial or otherwise, of the Issuer and its subsidiaries taken as a whole, (b) the ability of any Grantor to perform any obligation or to pay any Obligations under the Indenture or any of the other Parity Lien Documents, or (c) the validity or enforceability of the Indenture or any of the other Parity Lien Documents or any of the rights or remedies of the Trustee, the Collateral Agent or the holders of Parity Lien Obligations hereunder or thereunder.

“Necessary Intellectual Property” shall mean any and all Intellectual Property that is necessary for the conduct of the business of the Grantors, taken as a whole, from time to time.

“Obligations” shall mean “Obligations” as defined in the Indenture, whether outstanding on the date hereof or incurred or arising at any future time.

“Parity Lien Documents” shall mean “Parity Lien Documents” as defined in the Indenture, whenever outstanding, incurred or arising.

“Parity Lien Obligations” shall mean “Parity Lien Obligations” as defined in the Indenture, whether outstanding on the date hereof or incurred or arising at any future time.

“Patents” shall mean all patents and applications for patents of each Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation the patents or patent applications listed on Exhibit B annexed hereto and made a part hereof, and all right, title and interest thereto of each such Grantor, whether now owned or hereafter acquired.

“Patent Licenses” shall mean all written agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on Exhibit B annexed hereto and made a part hereof.

“Permitted Encumbrances” means “Permitted Liens” as defined in the Indenture.

“Permitted Prior Liens” has the meaning specified in the Indenture.

“Person” has the meaning specified in the Indenture.

“Priority Lien Collateral Agent” shall mean “Priority Lien Collateral Agent” as defined in the Indenture.

“Priority Lien Obligations” shall mean “Priority Lien Obligations” as defined in the Indenture, whether outstanding on the date hereof or incurred or arising at any future time.

“Priority Lien Security Documents” has the meaning specified in the Indenture.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Security Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of each Grantor, whether registered or unregistered, including, without limitation, the trademark registrations and applications listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all written agreements providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on Exhibit C annexed hereto and made a part hereof.

“Trustee” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

1.3 Lien Subordination and Restrictions Pursuant to Intercreditor Agreement. The security interest in the Collateral granted to the Collateral Agent pursuant to this Agreement is subject and subordinate to all security interests in the Collateral at any time granted to the

Priority Lien Collateral Agent as security for Priority Lien Obligations on the terms set forth in the Intercreditor Agreement, and the exercise of right and remedies of the Collateral Agent arising hereunder is subject to restrictions enforceable by the Priority Lien Collateral Agent set forth in the Intercreditor Agreement. The Grantors acknowledge and agree that such restrictions are not intended for the benefit of, and are not enforceable by, the Grantors. Furthermore, the obligations of Grantors hereunder are subject to the Intercreditor Agreement and the rights of the holders of Permitted Prior Liens.

## **SECTION 2. Security Interest**

2.1 In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantors to the Collateral Agent (for the benefit of the Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of all of its liability (as issuer or guarantor or otherwise) for the principal of and interest and premium (if any) on all present and future Note Debt and Obligations in respect thereof and all of its other present and future Parity Lien Obligations, each Grantor hereby ratifies such Security Interest and grants to the Collateral Agent (for the benefit of the Secured Parties) a continuing security interest, with a power of sale in accordance with the Security Agreement (which power of sale shall be exercisable only during the continuance of an Actionable Default), in all of the present and future right, title and interest of the Grantors in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of the Grantors and their business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

; provided, however, that IP Collateral shall not include any of such property to the extent the Fair Market Value of such property, together with all other property specified in clause (iv) of the definition of Excluded Assets (as defined in the Security Agreement) does not at any time exceed \$10 million.

### **SECTION 3. Protection of Intellectual Property by Grantors**

Except as set forth below in this Section 3, the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the “Intellectual Property”):

3.1 Except in each case as otherwise permitted in the Parity Lien Documents, pay all renewal fees and other fees and costs associated with maintaining the Necessary Intellectual Property and with the processing of Necessary Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Necessary Intellectual Property in the United States.

3.2 Except as otherwise permitted under the Parity Lien Documents, take all actions reasonably necessary to prevent any of the Necessary Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

3.3 At the Grantors’ sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of Necessary Intellectual Property and not abandon or delay any such efforts.

3.4 At the Grantors’ sole cost, expense, and risk, take any and all Necessary action which the Grantors reasonably deem appropriate under the circumstances to protect the Necessary Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Actionable Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

### **SECTION 4. Grantors’ Representations and Warranties**

The Grantors represent and warrant that:

4.1 Exhibit A is a true, correct and complete list of all registered Copyrights and material Copyright Licenses owned by the Grantors as of the date hereof.

4.2 Exhibit B is a true, correct and complete list of all registered or applied for Patents, and material Patent Licenses owned by the Grantors as of the date hereof.

4.3 Exhibit C is a true, correct and complete list of all registered or applied for Trademarks and material Trademark Licenses owned by the Grantors as of the date hereof.

4.4 Except as set forth in Exhibits A, B and C, none of the Intellectual Property set forth on such exhibits is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor as of the date hereof.

4.5 All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances.

4.6 Each Grantor owns or is licensed to use, all trademarks, trade names, copyrights, patents and other intellectual property material to its business, except for those which the failure to own or license could not reasonably be expected to result in a Material Adverse Effect, and the use thereof by the Grantor does not infringe upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. To the knowledge of the Grantors, the use by the Grantors of the Intellectual Property does not infringe the rights of any Person, except for such infringements that would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Grantors, no holding, decision or judgment has been rendered by any Governmental Authority which would limit or cancel any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

4.7 The Grantors shall give the Collateral Agent written notice (with reasonable detail) concurrently with the delivery of its financial statements as required under the Indenture following the occurrence of any of the following:

(a) The Grantors' obtaining the registration of or filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(b) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than the Grantors' right to sell products containing the trademarks of others in the ordinary course of the Grantors' business).

(c) The Grantors' knowing that any application or registration relating to any Necessary Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any opposition or cancellation proceeding in the PTO, the Copyright Office or any court or tribunal against Grantors) regarding the Grantors' ownership of, or the validity of, any Necessary Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

## **SECTION 5. Agreement Applies to Future Intellectual Property**

5.1 The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4.7, above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Such Grantor shall deliver an updated Exhibit A, B, and/or C, as applicable, to this Agreement to the Collateral Agent together with any notices given under Section 4.7(a) and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5.2.

5.2 Upon the reasonable request of the Collateral Agent, the Grantors shall execute and deliver, and record or have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent or Trademark owned by such Grantor (including, without limitation, filings with the PTO, The Copyright Office or any similar office), and the Grantors hereby constitute the Collateral Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

## **SECTION 6. Grantors' Right to Enforce Intellectual Property**

The Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however*, during the continuance of any Actionable Default, the Priority Lien Collateral Agent, or after the Discharge of Priority Lien Obligations, the Collateral Agent, by notice to the Grantors (i) may terminate or limit the Grantors' rights under this section 6; and (ii) may (but shall not be required to) itself take such action in the name of the Grantors.

## **SECTION 7. Collateral Agent's Actions To Protect Intellectual Property**

In the event of the occurrence and continuance of any Actionable Default, the Priority Lien Collateral Agent, or after the Discharge of Priority Lien Obligations, the Collateral Agent, acting in its own name or in that of the Grantors, may (but shall not be required to) act in the Grantors' place and stead and/or in the Priority Lien Collateral Agent's or Collateral Agent's (as the case may be) own right in connection therewith.

## **SECTION 8. Rights Upon Default**

Upon the occurrence and during the continuance of any Actionable Default, in addition to all other rights and remedies of the Collateral Agent set forth in the other Parity Lien Documents, the Collateral Agent shall be entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property in any manner, in whole or in part, as the Collateral Agent may determine from time to time in its discretion. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Actionable Default has

occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

### **SECTION 9. Collateral Agent as Attorney In Fact**

9.1 The Grantors hereby irrevocably constitute and designate the Collateral Agent, and any officer or agent of the Collateral Agent as the Collateral Agent may select in its sole discretion, as and for the Grantors' attorney in fact, with full power of substitution and with the power to endorse each such Grantor's name, effective following the occurrence and during the continuance of an Actionable Default:

(a) To exercise any of the rights and powers of the Collateral Agent referenced herein.

(b) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

9.2 The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

9.3 The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9.1, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or constituted willful misconduct.

### **SECTION 10. Collateral Agent's Rights**

Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Parity Lien Documents during the continuance of an Actionable Default, shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

### **SECTION 11. Intent**

This Agreement is being executed and delivered by the Grantors for the purpose of registering the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for the benefit of the Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to

the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

#### **SECTION 12. Further Assurances**

Grantors will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or which the Collateral Agent may reasonably request, to grant, preserve, protect or perfect the Lien created or intended to be created hereby or the validity or priority of such Lien, all at the expense of Grantors. Each Grantor also agrees to provide to the Collateral Agent, from time to time upon request, evidence reasonably satisfactory to the Collateral Agent as to the perfection and priority of the Lien created or intended to be created hereby.

#### **SECTION 13. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

#### **SECTION 14. Termination**

14.1 This Agreement shall terminate and the Liens created hereunder shall be released as provided for under the Indenture.


*[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.

**GRANTORS:**

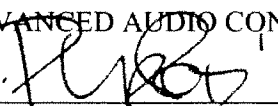
BROOKSTONE, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and Chief Financial Officer

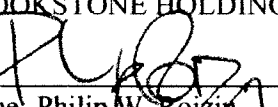
BROOKSTONE COMPANY, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and Chief Financial Officer

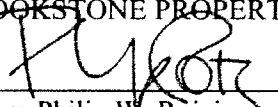
ADVANCED AUDIO CONCEPTS, LIMITED

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and Chief Financial Officer


BROOKSTONE HOLDINGS, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and Chief Financial Officer

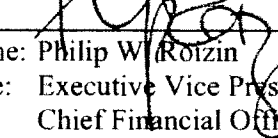
BROOKSTONE PROPERTIES, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and Chief Financial Officer

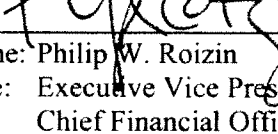
BROOKSTONE PURCHASING, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and Chief Financial Officer

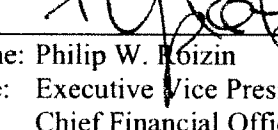
BROOKSTONE RETAIL PUERTO RICO, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and  
Chief Financial Officer

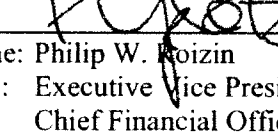
BROOKSTONE STORES, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and  
Chief Financial Officer

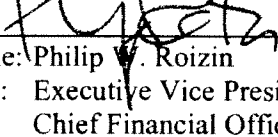
GARDENERS EDEN, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and  
Chief Financial Officer

BROOKSTONE MILITARY SALES, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and  
Chief Financial Officer

BROOKSTONE INTERNATIONAL  
HOLDINGS, INC.

By:   
Name: Philip W. Roizin  
Title: Executive Vice President, Operations and  
Chief Financial Officer

**COLLATERAL AGENT:**

WELLS FARGO BANK, N.A., as Collateral Agent

By: Raymond Delli Colli  
Name:  
Title: Raymond Delli Colli  
Vice President

[IP Security Agreement Signature Page]

**EXHIBIT A**

**List of Copyrights and Copyright Licenses**

**Copyright Registrations and Applications**

<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-07. Issue: vol. C608 B4, no. N/A, Holiday Gifts 2008]	TX0007144510	2008
Brookstone Company, Inc.	Brookstone : A world of innovation. [Published: 2008-11-30. Issue: vol. C708 A6, Christmas Gift Guide 2008]	TX0007084208	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-12-26. Issue: vol. C109 A1]	TX0007097931	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-12-26. Issue: vol. C109 A2]	TX0007097895	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-01-16. Issue: vol. C109 B1]	TX0007097864	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-03-09. Issue: vol. C209 A1, Early Spring 2009]	TX0007085227	2009
Brookstone Company, Inc.	Brookstone - A World of Innovation. [Published: 2009-03-30. Issue: vol. C209 B1, no. N/A, Spring 2009]	TX0007129622	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-04-17. Issue: vol. C309 A4, Late Spring 2009]	TX0007072996	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-04-17. Issue: vol. C309 E1, Summer 2009]	TX0007073054	2009
Brookstone Company, Inc.	Brookstone : A World of Innovation. [Published: 2009-05-08. Issue: vol. C309 B1, Summer 2009]	TX0007065117	2009
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2009-08-03. Issue: vol. C409 B2, Fall 2009]	TX0007195411	2009

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Brookstone-A World of Innovation. [Published: 2009-08-24. Issue: vol. C409 D2, no. N/A, Fall 2009]	TX0007106071	2009
Brookstone Company, Inc.	Brookstone : A World of Innovation. [Published: 2009-09-14. Issue: vol. C509 A2, Fall, 2009]	TX0007067929	2009
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2009-10-05. Issue: vol. C509 B2, Holiday Preview, 2009]	TX0007088889	2009
Brookstone Company, Inc.	Brookstone: A World of Innovation. [Published: 2009-11-16. Issue: vol. C609 B2, Holiday 2009]	TX0007192739	2009
Brookstone Company, Inc.	Brookstone : B506D2 cleverinnovations cool gifts, holiday 2006.	TX0006588965	2006
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2007
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2006
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2005
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2004
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2003
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2002
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2001
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	2000
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1999

Owner	Full Title	Copyright Number	Date
Brookstone,	Yard & Garden / Brookstone.	CSN0061014	1985
Brookstone,	Yard & Garden / Brookstone.	CSN0061014	1984
Brookstone Company	Brookstone : catalog.	CSN0089071	1990
Brookstone Company	Hard-to-find delicacies, B / Brookstone.	CSN0011178	1978
Brookstone Company, Inc.	Blacksmith; painting / By Jefferson David Chalfant. (In Brookstone hard-to-find tools and other fine things, spring 1977) A816887 (1976)	V1661P259	1978
Brookstone Company, Inc.	Brookstone.	VA000172296	2007
Brookstone Company, Inc.	Brookstone.	TX0002908724	1990
Brookstone Company, Inc.	Brookstone & 523 other titles (part 001 of 003)	V3531D217	2005
Brookstone Company, Inc.	Brookstone & 523 other titles (part 002 of 003)	V3531D218	2005
Brookstone Company, Inc.	Brookstone & 523 other titles (part 003 of 003)	V3531D219	2005
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-04-11. Issue: vol. C308 E1]	TX0007098693	2008
Brookstone Company, Inc.	Brookstone-A World of Innovation. [Published: 2008-05-02. Issue: vol. C308 B2, no. N/A, Father's Day 2008]	TX0007105610	2008
Brookstone Company, Inc.	Brookstone-A World of Innovation. [Published: 2008-05-23. Issue: vol. C308 D2, Summer 2008]	TX0007105616	2008
Brookstone Company, Inc.	Brookstone - A World Of Innovation. [Published: 2008-05-23. Issue: vol. C308 D4, Summer 2008]	TX0007085614	2008

<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Brookstone Company, Inc.	Brookstone - A World Of Innovation. [Published: 2008-07-05. Issue: vol. C408 A1, Late Summer 2008]	TX0007085949	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-08-29. Issue: vol. C508 A4, Mid Fall 2008]	TX0007102792	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-08-29. Issue: vol. C508 E1, no. N/A, N/A]	TX0007088563	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-10-04. Issue: vol. C508 D1, no. N/A, Holiday Preview 2008]	TX0007094716	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-10-04. Issue: vol. C508 D2, Holiday Preview 2008]	TX0007082973	2008
Brookstone Company, Inc.	Brookstone - A World Of Innovation. [Published: 2008-10-04. Issue: vol. C508 D3, Holiday Preview 2008]	TX0007085647	2008
Brookstone Company, Inc.	Brookstone : A World of Innovation. [Published: 2008-10-26. Issue: vol. C608 A1, Holiday 2008]	TX0007066095	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-10-26. Issue: vol. C608 A2, Holiday 2008]	TX0007073022	2008
Brookstone Company, Inc.	Brookstone A World of Innovation. [Published: 2008-10-26. Issue: vol. C608 E1]	TX0007087945	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-07. Issue: vol. C608 B1, no. N/A, Holiday Gifts 2008]	TX0007145822	2008
Brookstone Company, Inc.	Brookstone, A World of Innovation. [Published: 2008-11-07. Issue: vol. C608 B2, no. N/A, Holiday Gifts 2008]	TX0007144509	2008
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1998
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1995
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1994

<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1993
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1992
Brookstone Company, Inc.	Brookstone : catalog.	CSN0089071	1991
Brookstone Company, Inc.	Brookstone.com : catalog.	CSN0133207	2004
Brookstone Company, Inc.	Brookstone.com : catalog.	CSN0133207	2003
Brookstone Company, Inc.	Brookstone.com : catalog.	CSN0133207	2002
Brookstone Company, Inc.	Brookstone.com : catalog.	CSN0133207	2001
Brookstone Company, Inc.	Brookstone.com : catalog.	CSN0133207	2000
Brookstone Company, Inc.	Brookstone hard-to-find delicacies.	CSN0019901	1980
Brookstone Company, Inc.	Brookstone hard-to-find delicacies.	CSN0019901	1979
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts.	CSN0019902	1982
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts.	CSN0019902	1981
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts.	CSN0019902	1980
Brookstone Company, Inc.	Brookstone Hard-to-Find Gifts.	CSN0019902	1979



<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2007
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2006
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2005
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2004
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2003
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2002
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2001
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	2000
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1999
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1998
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1995
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1994
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1993
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1992

<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1991
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1990
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1989
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1988
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1987
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1986
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1985
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1984
Brookstone Company, Inc.	Brookstone Hard-to-Find Tools & other fine things : [catalog].	CSN0052314	1983
Brookstone Company, Inc.	Brookstone home : innovation--indoors and out.	CSN0147725	2006
Brookstone Company, Inc.	Brookstone home : innovation--indoors and out.	CSN0147725	2005
Brookstone Company, Inc.	Brookstone Homewares.	CSN0043236	1982
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1994
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1993

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1990
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1989
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1988
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1987
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Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1985
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1984
Brookstone Company, Inc.	Brookstone Homewares : [catalog].	CSN0043236	1983
Brookstone Company, Inc.	Brookstone Innovations For Home And Life. [Published: 2007-06-15. Issue: vol. C 307, no. D1, Summer 2007]	TX0007107829	2007
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2007-12-02. Issue: vol. C707 A1, Last Minute Gifts 2007]	TX0007100941	2007
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2007-12-02. Issue: vol. C707 E1, Winter 2008]	TX0007102467	2007
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2007-12-21. Issue: vol. C108 A2, Winter 2008]	TX0007106864	2007
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2008-01-12. Issue: vol. C108 B1, Winter 2008]	TX0007106857	2008
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2008-01-12. Issue: vol. C108 B2, Winter 2008]	TX0007078383	2008

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2008-02-29. Issue: vol. C208 A1, Early Spring 2008]	TX0007106874	2008
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2008-02-29. Issue: vol. C208 A2, Early Spring 2008]	TX0007105430	2008
Brookstone Company, Inc.	Brookstone Innovations for Home and Life. [Published: 2008-02-29. Issue: vol. C208 E1, Spring 2008]	TX0007174372	2008
Brookstone Company, Inc.	Brookstone, Innovations for Home and Life. [Published: 2008-03-21. Issue: vol. C208 B1, Spring, 2008]	TX0007104114	2008
Brookstone Company, Inc.	Brookstone Innovations for Home and Life, Spring 2008. [Published: 2008-02-29. Issue: vol. C208 A3, Spring 2008]	TX0007108671	2008
Brookstone Company, Inc.	Brookstone. [Published: 2007-12-21. Issue: vol. C108 A1, no. Innovations, for home and life]	TX0007212093	2007
Brookstone Company, Inc.	Brookstone. [Published: 2007-12-21. Issue: vol. C108 E1, Winter 2008]	TX0007095643	2007
Brookstone Company, Inc.	Brookstone. [Published: 2008-02-02. Issue: vol. C108 D1, Winter 2008]	TX0007033196	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-02-02. Issue: vol. C108 D2, Winter 2008]	TX0007033210	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-02-29. Issue: vol. V. C208 A4 N, TEMPUR-PEDIC ANNIVERSARY SALE]	TX0007104094	2008
Brookstone Company Inc	Brookstone. [Published: 2008-04-11. Issue: vol. C308 A1, Early Summer 2008]	TX0007116761	2008
Brookstone Company, Inc	Brookstone. [Published: 2008-04-11. Issue: vol. C308 A3, Gift She'll Love]	TX0007040826	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-05-02. Issue: vol. C308 B1, Father's Day]	TX0007117171	2008
Brookstone Company Inc	Brookstone. [Published: 2008-05-23. Issue: vol. C308 D3, no. N/A, Father's Day June 15]	TX0007105606	2008

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Brookstone. [Published: 2008-07-05. Issue: vol. C408 A3, Late Summer 2008]	TX0007077136	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-07-05. Issue: vol. C408 E1, Fall 2008]	TX0007057321	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-07-25. Issue: vol. C408 B1, A World of Innovation]	TX0007061794	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-08-15. Issue: vol. C408 D1, A World of Innovation]	TX0007059486	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-08-15. Issue: vol. C408 D2, Fall 2008]	TX0007077129	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-08-29. Issue: vol. C508 A1, Mid Fall 2008]	TX0007057393	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-11-30. Issue: vol. C708 A2, no. A World of, Innovation Christmas]	TX0007097925	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-11-30. Issue: vol. C708 A4, Christmas]	TX0007091528	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-11-30. Issue: vol. C708A5, Gift Guide 2008]	TX0007084693	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-12-26. Issue: vol. C109 A3, Winter 2009]	TX0007077096	2008
Brookstone Company, Inc.	Brookstone. [Published: 2008-12-26. Issue: vol. C109 E1, Winter 2009]	TX0007057365	2008
Brookstone Company, Inc.	Brookstone. [Published: 2009-02-07. Issue: vol. C109 D1, Winter 2009]	TX0007158843	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-03-09. Issue: vol. C209 A3, Spring 2009]	TX0007173600	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-04-17. Issue: vol. C309 A1, no. A World of, Innovation]	TX0007111531	2009

<b>Owner</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Brookstone Company, Inc.	Brookstone. [Published: 2009-07-13. Issue: vol. C409 A1, Fall, 2009]	TX0007101818	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-09-14. Issue: vol. C509 A3, Fall, 2009]	TX0007088940	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-10-05. Issue: vol. C509 B3, Holiday Preview, 2009]	TX0007095926	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-11-02. Issue: vol. C609 A1, no. A World of, Innovation]	TX0007191055	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-11-30. Issue: vol. C709 A2, no. A World of, Innovation]	TX0007181244	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-11-30. Issue: vol. C709 A4, no. A World of, Innovation]	TX0007191250	2009
Brookstone Company, Inc.	Brookstone. [Published: 2009-12-14. Issue: vol. C709 B1, no. A World of, Innovation]	TX0007207949	2009
Brookstone Company, Inc.	Brookstone. [Published: 2010-01-04. Issue: vol. C110 A1, no. A World of, Innovation]	TX0007181271	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-01-25. Issue: vol. C110 B2, no. A World of, Innovation]	TX0007191027	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-02-16. Issue: vol. C110 D1, no. A World of, Innovation]	TX0007191054	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-03-15. Issue: vol. C210 A1, no. A World of, Innovation]	TX0007191259	2010
Brookstone Company, Inc.	Brookstone. [Published: 2010-04-26. Issue: vol. c310 A1, no. A World of, Innovation]	TX0007225670	2010
Brookstone Company, Inc.	Brookstone retail website / author, Brookstone.	TX0006234771	2005
Brookstone Company, Inc.	Brookstone retail website (www.brookstone.com)	VA0001398981	2007

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Brookstone; Volume c307 Number B1 Date on Copies Fathers Day 2007. [Published: 2007-06-05. Issue: vol. C307, no. B1, Fathers Day 2007]	TX0006819119	2007
Brookstone Company, Inc.	Brookstone Weathertamers : for the energy conscious : [catalog].	CSN0052315	1985
Brookstone Company, Inc.	Brookstone Weathertamers : for the energy conscious : [catalog].	CSN0052315	1984
Brookstone Company, Inc.	Brookstone Weathertamers : for the energy conscious : [catalog].	CSN0052315	1983
Brookstone Company Inc	Brookstone- World of Innovation. [Published: 2008-09-19. Issue: vol. C508 B1, no. n/a, Late Fall 2008]	TX0007112609	2008
Brookstone Company, Inc.	Doodads : for whatever Dads do.	TX0003741597	1993
Brookstone Company, Inc.	Explore the wonders : holidays at Brookstone.	TX0003741596	1993
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	2005
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	2004
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	2003
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	2002
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	2001
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	2000
Brookstone Company, Inc.	Gardener's Eden : a garden catalog from Williams-Sonoma.	CSN0053045	1999

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Hard-to-find delicacies, A : [catalog] / Brookstone.	CSN0016669	1979
Brookstone Company, Inc.	Hard-to-find delicacies, A : [catalog] / Brookstone.	CSN0016669	1978
Brookstone Company, Inc.	Hard-to-find gifts, A / Brookstone.	CSN0011179	1979
Brookstone Company, Inc.	Hard-to-find gifts, A / Brookstone.	CSN0011179	1978
Brookstone Company, Inc.	Hard-to-find gifts, A / Brookstone.	CSN0011179	1977
Brookstone Company, Inc.	Hard-to-find gifts, B / Brookstone.	CSN0011180	1978
Brookstone Company, Inc.	Hard-to-find gifts, B / Brookstone.	CSN0011180	1977
Brookstone Company, Inc.	Hard-to-find gifts, C / Brookstone.	CSN0011181	1978
Brookstone Company, Inc.	Hard-to-find gifts, C / Brookstone.	CSN0011181	1977
Brookstone Company, Inc.	Hard-to-find tools.	TX0004046694	1994
Brookstone Company, Inc.	Hard-to-find tools & other fine things, A / Brookstone.	CSN0011182	1978
Brookstone Company, Inc.	Hard-to-find tools & other fine things, A / Brookstone.	CSN0011182	1977
Brookstone Company, Inc.	Hard-to-find tools & other fine things, A : catalog / Brookstone.	CSN0011182	1979
Brookstone Company, Inc.	Hard-to-find tools & other fine things, A : catalog / Brookstone.	CSN0011182	1975



Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Hard-to-find tools & other fine things, B / Brookstone.	CSN0011183	1979
Brookstone Company, Inc.	Hard-to-find tools & other fine things, B / Brookstone.	CSN0011183	1978
Brookstone Company, Inc.	Hard-to-find tools & other fine things, B / Brookstone.	CSN0011183	1977
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C / Brookstone.	CSN0011184	1978
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C / Brookstone.	CSN0011184	1977
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C : [catalog] / Brookstone.	CSN0011184	1979
Brookstone Company, Inc.	Hard-to-find tools & other fine things, C : [catalog] / Brookstone.	CSN0011184	1975
Brookstone Company, Inc.	Hard-to-Find Tools & other fine things : [catalog] / Brookstone.	CSN0044090	1983
Brookstone Company, Inc.	Hard-to-Find Tools & other fine things : [catalog] / Brookstone.	CSN0044090	1982
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, A : [catalog] / Brookstone.	CSN0021164	1980
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, A : catalog / Brookstone.	CSN0021164	1979
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, C.	CSN0033552	1981
Brookstone Company, Inc.	Hard-to-Find Tools and other fine things, C.	CSN0033552	1980
Brookstone Company, Inc.	Hard-to-find tools and other fine things : [catalog] / Brookstone.	CSN0037428	1982

Owner	Full Title	Copyright Number	Date
Brookstone Company, Inc.	Hard-to-find tools and other fine things : [catalog] / Brookstone.	CSN0037428	1981
Brookstone Company, Inc.	Hard-to-find tools and other fine things : [catalog] / Brookstone.	CSN0037428	1980
Brookstone Company, Inc.	Hard-to-find tools, fall 1992.	TX0003510637	1992
Brookstone Company, Inc.	Hard-to-find tools, spring 1992.	TX0003510639	1991
Brookstone Company, Inc.	Hard to fine tools, winter/Christmas, 1992.	TX0003513821	1992
Brookstone Company, Inc.	Holiday 1998 & 125 other titles.	V3435D106	1999
Brookstone Company, Inc.	Brookstone: Brookstone Innovations for Home & Life. [Published: 2007-07-23. Issue: vol. A1, Late Summer 2007]	TX0006818401	2007
Brookstone Company, Inc.	BrookStone: innovations for honet life. [Published: 2007-07-23. Issue: vol. A6, Late Summer 2007]	TX0006818361	2007
Brookstone Purchasing, Inc.	Brookstone digital photo album.	VAu000703638	2005

**EXHIBIT B**

List of Patents and Patent Licenses

**U.S. Patents and Patent Applications**

<b>Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Brookstone Purchasing, Inc.	Foot Massager with Heat Diversion Capability	11/435,282	17-May-06	7,815,583	19-Oct-10
Brookstone Purchasing, Inc.	Motor Assembly for Vibrational Platform	12/014,329	15-Jan-08	7,705,500	27-Apr-10
Brookstone Purchasing, Inc.	Docking Station for Portable Media Player or Storage Device	11/796,924	30-Apr-07	7,524,197	28-Apr-09
Brookstone Purchasing, Inc.	Sealing Door Mechanism	11/506,248	18-Aug-06	7,489,508	10-Feb-09
Brookstone Purchasing, Inc.	Wine Opener with Integrated Foil Cutter	11/589,504	30-Oct-06	7,481,134	27-Jan-09
Brookstone Purchasing, Inc.	Speaker Having a Transparent Panel	10/756,005	13-Jan-04	7,447,322	04-Nov-08
Brookstone Purchasing, Inc.	Method & Apparatus for Providing a Modifiable Mass	10/844,944	13-May-04	7,427,274	23-Sep-08
Brookstone Purchasing, Inc.	System & Method for Providing Passive Noise Reduct	10/851,014	21-May-04	7,367,422	06-May-08
Brookstone Purchasing, Inc.	Heat Dissipation System for Audio Equipment	11/222,013	08-Sep-05	7,349,207	25-Mar-08
Brookstone Purchasing, Inc.	Foldable Massaging Bed Rest	10/783,085	20-Feb-04	7,328,470	12-Feb-08
Brookstone Purchasing, Inc.	System and Method for Determining Temperature of Food	10/797,269	19-Mar-04	7,104,682	12-Sep-06
Brookstone Purchasing, Inc.	System & Method for Determining Air Pressure	10/706,896	13-Nov-03	7,013,722	21-Mar-06
Brookstone Purchasing, Inc.	Foldable Headphones	10/658,560	08-Sep-03	6,993,143	31-Jan-06
Brookstone Purchasing, Inc.	Portable Lighting Device w/Multi-Activation Switch	10/777,844	12-Feb-04	6,979,099	27-Dec-05
Brookstone Purchasing, Inc.	Electronic Device for the Preparation of Mixed Dri	09/991,810	23-Nov-01	6,866,511	15-Mar-05
Brookstone Purchasing, Inc.	Display Container	09/976,418	12-Oct-01	6,817,471	16-Nov-04
Brookstone Purchasing, Inc.	Massaging Bed Rest Cushion w/Light	09/801,353	07-Mar-01	6,814,709	09-Nov-04

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Brookstone Purchasing, Inc.	Hand Held Percussive Massager w/Adjustable Nodes	09/489,049	21-Jan-00	6,432,072	13-Aug-02
Brookstone Purchasing, Inc.	Hand Held Hair Dryer	09/634,939	08-Aug-00	6,393,718	28-May-02
Brookstone Company, Inc.	Electronic Chef's Fork	09/373,690	13-Aug-99	6,065,391	23-May-00
Brookstone Company, Inc.	Electronic Chef's Fork	09/299,160	22-Apr-99	5,983,783	16-Nov-99
Brookstone Purchasing, Inc.	Travel Digital Alarm Clock and Photography Frame	29/285,662	04-Apr-07	D623,964	21-Sep-10
Brookstone Purchasing, Inc.	Personal Vibratory Massager	29/301,251	19-Feb-08	D620,601	27-Jul-10
Brookstone Purchasing, Inc.	Hand-Held Percussion Massager	29/301,995	26-Mar-08	D617,000	01-Jun-10
Brookstone Purchasing, Inc.	Lumbar Massaging Cushion	29/292,910	31-Oct-07	D616,689	01-Jun-10
Brookstone Purchasing, Inc.	Foot Massager	29/308,959	17-Jul-08	D612,511	23-Mar-10
Brookstone Purchasing, Inc.	Light Therapy Wand	29/324,204	05-Sep-08	D612,510	23-Mar-10
Brookstone Purchasing, Inc.	Portable Digital Image Viewer	29/312,392	17-Oct-08	D611,500	09-Mar-10
Brookstone Purchasing, Inc.	Audio Stereo System	29/308,960	17-Jul-08	D602,465	20-Oct-09
Brookstone Purchasing, Inc.	Exercise Apparatus for Resistance Training	29/312,377	17-Oct-08	D601,643	06-Oct-09
Brookstone Purchasing, Inc.	Electronic Key Ring Locator	29/312,390	17-Oct-08	D599,323	01-Sep-09
Brookstone Purchasing, Inc.	Sleep Pillow	29/308,603	25-Jun-08	D595,526	07-Jul-09
Brookstone Purchasing, Inc.	Speaker for Portable Audio Player	29/267,934	25-Oct-06	D593,071	26-May-09
Brookstone Purchasing, Inc.	Alarm Clock	29/312,391	17-Oct-08	D590,273	14-Apr-09
Brookstone Purchasing, Inc.	Portable Novelty Light	29/292,889	31-Oct-07	D588,735	17-Mar-09
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	29/273,316	01-Mar-07	D586,468	10-Feb-09
Brookstone Purchasing, Inc.	Desk Clock	29/308,899	15-Jul-08	D585,767	03-Feb-09
Brookstone Purchasing, Inc.	Shower Radio	29/301,483	04-Mar-08	D585,421	27-Jan-09

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Brookstone Purchasing, Inc.	Organizer for Portable Electronic Devices	29/294,512	15-Jan-08	D576,785	16-Sep-08
Brookstone Purchasing, Inc.	Audio Sound System	29/262,437	30-Jun-06	D575,766	26-Aug-08
Brookstone Purchasing, Inc.	Portable Speaker for Audio Player	29/286,417	04-May-07	D574,363	05-Aug-08
Brookstone Purchasing, Inc.	Wireless Speaker System	29/286,264	30-Apr-07	D573,135	15-Jul-08
Brookstone Purchasing, Inc.	Numeric Type Font	29/301,116	11-Feb-08	D570,903	10-Jun-08
Brookstone Purchasing, Inc.	Numeric Type Font	29/272,439	08-Feb-07	D570,902	10-Jun-08
Brookstone Purchasing, Inc.	Audio Speaker for Sound Machine	29/267,935	25-Oct-06	D567,224	22-Apr-08
Brookstone Purchasing, Inc.	Air Purifier	29/240,929	20-Oct-05	D565,161	25-Mar-08
Brookstone Purchasing, Inc.	Shower Audio Device	29/266,328	18-Sep-06	D562,799	26-Feb-08
Brookstone Purchasing, Inc.	Hand-Held Massager	29/268,899	15-Nov-06	D556,913	04-Dec-07
Brookstone Purchasing, Inc.	Digital Photography Album	29/245,421	22-Dec-05	D556,193	27-Nov-07
Brookstone Purchasing, Inc.	Wine Opener Stand	29/241,954	02-Nov-05	D555,997	27-Nov-07
Brookstone Purchasing, Inc.	Cooking Thermometer	29/269,254	27-Nov-06	D550,103	04-Sep-07
Brookstone Purchasing, Inc.	Radio and Compact Disc Player	29/224,653	04-Mar-05	D548,720	14-Aug-07
Brookstone Purchasing, Inc.	Audio Sound System	29/224,646	04-Mar-05	D546,317	10-Jul-07
Brookstone Purchasing, Inc.	Radio and Compact Disc Player	29/224,765	07-Mar-05	D544,853	19-Jun-07
Brookstone Purchasing, Inc.	Audio Sound System	29/224,766	07-Mar-05	D544,463	12-Jun-07
Brookstone Purchasing, Inc.	Fan with Misting Capability	29/231,366	03-Jun-05	D544,078	05-Jun-07
Brookstone Purchasing, Inc.	Foot Massager	29/264,824	18-Aug-06	D542,927	15-May-07
Brookstone Purchasing, Inc.	Wireless Audio Speaker	29/240,909	20-Oct-05	D542,778	15-May-07
Brookstone Purchasing, Inc.	Carrying Case	29/231,334	03-Jun-05	D542,530	15-May-07

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Brookstone Purchasing, Inc.	Audio Speaker	29/231,051	31-May-05	D542,269	08-May-07
Brookstone Purchasing, Inc.	Light for Barbeque Grill	29/231,052	31-May-05	D536,467	06-Feb-07
Brookstone Purchasing, Inc.	Lighted Travel Clock	29/230,477	23-May-05	D533,082	05-Dec-06
Brookstone Purchasing, Inc.	Audio Sound System	29/217,965	23-Nov-04	D532,769	28-Nov-06
Brookstone Purchasing, Inc.	Flashlight	29/231,367	03-Jun-05	D532,137	14-Nov-06
Brookstone Purchasing, Inc.	Massager	29/206,813	03-Jun-04	D531,733	07-Nov-06
Brookstone Purchasing, Inc.	Foot Bath	29/206,552	01-Jun-04	D531,732	07-Nov-06
Brookstone Purchasing, Inc.	Wine Bottle Opener	29/232,122	15-Jun-05	D531,468	07-Nov-06
Brookstone Purchasing, Inc.	Personal Fan	29/230,469	23-May-05	D529,166	26-Sep-06
Brookstone Purchasing, Inc.	Foot Massager	29/202,635	02-Apr-04	D524,947	11-Jul-06
Brookstone Purchasing, Inc.	Remote Control	29/231,021	31-May-05	D524,255	04-Jul-06
Brookstone Purchasing, Inc.	Compact Disc Player	29/207,340	11-Jun-04	D522,993	13-Jun-06
Brookstone Purchasing, Inc.	Relaxation Sound System	29/231,008	31-May-05	D518,039	28-Mar-06
Brookstone Purchasing, Inc.	Clock	29/201,222	11-Mar-04	D517,430	21-Mar-06
Brookstone Purchasing, Inc.	Entertainment Unit	29/194,087	19-Nov-03	D517,041	14-Mar-06
Brookstone Purchasing, Inc.	Photography Frame	29/219,169	13-Dec-04	D515,826	28-Feb-06
Brookstone Purchasing, Inc.	Entertainment System	29/194,083	19-Nov-03	D513,612	17-Jan-06
Brookstone Purchasing, Inc.	Headphones	29/207,025	08-Jun-04	D512,708	13-Dec-05
Brookstone Purchasing, Inc.	Lap Desk	29/200,550	01-Mar-04	D512,245	06-Dec-05
Brookstone Purchasing, Inc.	All Terrain Radio	29/197,114	09-Jan-04	D510,927	25-Oct-05
Brookstone Purchasing, Inc.	Massager	29/196,867	06-Jan-04	D510,441	04-Oct-05

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Brookstone Purchasing, Inc.	Pop-Up Recording Frame	29/197,113	09-Jan-04	D510,196	04-Oct-05
Brookstone Purchasing, Inc.	Audio Speaker	29/194,088	19-Nov-03	D508,909	30-Aug-05
Brookstone Purchasing, Inc.	Pressure Gauge	29/196,868	06-Jan-04	D505,871	07-Jun-05
Brookstone Purchasing, Inc.	Chef's Fork	29/201,221	11-Mar-04	D505,842	07-Jun-05
Brookstone Purchasing, Inc.	Flashlight	29/197,244	13-Jan-04	D501,266	25-Jan-05
Brookstone Purchasing, Inc.	Alarm Clock	29/193,733	13-Nov-03	D500,251	28-Dec-04
Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	29/185,474	27-Jun-03	D496,826	05-Oct-04
Brookstone Purchasing, Inc.	Talking Photograph Album	29/163,557	08-Jul-02	D487,481	09-Mar-04
Brookstone Purchasing, Inc.	CD Player	29/162,757	20-Jun-02	D485,250	13-Jan-04
Brookstone Purchasing, Inc.	Tower Ventilating Fan	29/166,867	05-Sep-02	D483,106	02-Dec-03
Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	29/166,258	23-Aug-02	D481,587	04-Nov-03
Brookstone Purchasing, Inc.	Shower Radio	29/166,916	05-Sep-02	D480,381	07-Oct-03
Brookstone Purchasing, Inc.	Hand-held massager	29/166,896	05-Sep-02	D476,746	01-Jul-03
Brookstone Purchasing, Inc.	Audio Speaker	29/162,758	20-Jun-02	D476,640	01-Jul-03
Brookstone Purchasing, Inc.	Talking Multi-Function Alarm Clock	29/163,556	08-Jul-02	D476,579	01-Jul-03
Brookstone Purchasing, Inc.	Subwoofer Speaker	29/162,759	24-Jun-02	D476,312	24-Jun-03
Brookstone Purchasing, Inc.	Hand-held Hair Dryer	29/166,897	05-Sep-02	D474,858	20-May-03
Brookstone Purchasing, Inc.	Talking Photograph Frame	29/164,444	24-Jul-02	D473,720	29-Apr-03
Brookstone Purchasing, Inc.	Lap Desk with Reading Light	29/154,616	25-Jan-02	D472,728	08-Apr-03
Brookstone Purchasing, Inc.	Folding Mirror w/Sliding Door Storage Compartment	29/155,614	13-Feb-02	D470,665	25-Feb-03
Brookstone Purchasing, Inc.	Electronic Measuring Jigger	29/150,485	23-Nov-01	D468,220	07-Jan-03

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Brookstone Purchasing, Inc.	Wireless Speaker	29/154,614	25-Jan-02	D467,899	31-Dec-02
Brookstone Purchasing, Inc.	Pinpoint Massager	29/154,615	25-Jan-02	D466,612	03-Dec-02
Brookstone Purchasing, Inc.	Tilttable Personal Battery Powered Fan	29/143,240	08-Jun-01	D466,604	03-Dec-02
Brookstone Purchasing, Inc.	Hand Held Massager	29/154,632	25-Jan-02	D466,217	26-Nov-02
Brookstone Purchasing, Inc.	Folding Booklight	29/154,613	25-Jan-02	D464,755	22-Oct-02
Brookstone Purchasing, Inc.	Control Panel for Hand-Held Device	29/134,385	19-Dec-00	D459,315	25-Jun-02
Brookstone Purchasing, Inc.	Flashlight w/Tilttable Head	29/143,241	08-Aug-01	D456,544	30-Apr-02
Brookstone Purchasing, Inc.	Personal Massager	29/143,242	08-Aug-01	D454,959	26-Mar-02
Brookstone Purchasing, Inc.	Alarm Clock w/Moveable Lamp	29/143,239	08-Jun-01	D453,687	19-Feb-02
Brookstone Purchasing, Inc.	Hairbrush	29/121,259	04-Apr-00	D439,747	03-Apr-01
Brookstone Purchasing, Inc.	Hand Held Massager w/Rotatable Head	29/116,008	22-Dec-99	D438,308	27-Feb-01
Brookstone Company, Inc.	Electronic Fork	29/108,607	29-Jul-99	D437,794	20-Feb-01
Brookstone Purchasing, Inc.	Hand Held Percussive Massager	29/116,009	22-Dec-99	D435,913	02-Jan-01
Brookstone Purchasing, Inc.	Hand Held Hair Dryer	29/116,010	22-Dec-99	D432,715	24-Oct-00
Brookstone Purchasing, Inc.	Foot Massager	29/099,801	08-Feb-00	D420,450	08-Feb-00
Brookstone Purchasing, Inc.	Control Panel for Foot Massager	29/099,802	27-Jan-99	D416,328	09-Nov-99
Brookstone Purchasing, Inc.	Vibratory Massager	29/376151	01-Oct-10		
Brookstone Purchasing, Inc.	Neck and Shoulder Massager	29/376148	01-Oct-10		
Brookstone Purchasing, Inc.	Air Cleaner	29/375,867	28-Sep-10		
Brookstone Purchasing, Inc.	Air Cleaner	29/375,865	28-Sep-10		
Brookstone Purchasing, Inc.	Automatic Food Dispenser	29/370,191	14-Jun-10		



Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Brookstone Purchasing, Inc.	Foot Massager	29/369,753	13-Sep-10		
Brookstone Purchasing, Inc.	Textile Warmer	29/368,326	23-Aug-10		
Brookstone Purchasing, Inc.	Rolling Suitcase	29/322,190	30-Jul-08		
Brookstone Purchasing, Inc.	Exercise Apparatus for Resistance Training	29/316,502	02-Oct-09		
Brookstone Purchasing, Inc.	Travel Alarm Clock	29/285,401	28-Mar-07		
Brookstone Purchasing, Inc.	Automatic Food Dispensing Device	12/844,981	28-Jul-10		
Brookstone Purchasing, Inc.	Adjustable Resistance Exercise Device	12/605,612	26-Oct-09		
Brookstone Purchasing, Inc.	Adjustable Resistance Exercise Device	12/369,917	12-Feb-09		
Brookstone Purchasing, Inc.	Hidden Display and Clock Audio Apparatus Including Same	12/206,614	05-Sep-08		
Brookstone Purchasing, Inc.	Illumination Display with Enhanced Illumination Edge Lighting	12/151,383	05-May-08		
Brookstone Purchasing, Inc.	Wireless Audio Speaker System	11/636,808	11-Dec-06		

### Foreign Patents and Patent Applications

Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Australia	19794/2007	18-Sep-07	317339	02-Jan-08
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	Australia	20604/2007	02-Nov-07	319182	14-May-08
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Canada				
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	Canada	122967			

Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	China	200730323540.4	25-Sep-07		
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Hong Kong	0703139.4	14-Dec-07	0703139.4	25-Apr-08
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Japan	D2007-025586	21-Sep-07	D1333549	16-May-08
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Malaysia	07-01886-0101	24-Dec-07		
Brookstone Purchasing, Inc.	Portable Novelty Light	OHIM	926035	29-Apr-08	926035-001	29-Apr-08
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	OHIM	000791652-0001	18-Sep-07	000791652-0001	18-Sep-07
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	OHIM	000 819 941-001	04-May-07	000 819 941-001	04-May-07
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	OHIM	000 819 941-002	04-May-07	000 819 941-002	04-May-07
Brookstone Purchasing, Inc.	Hand-Held Percussion Massager	OHIM	982483	05-Aug-08	000982483-0001	26-Mar-08
Brookstone Purchasing, Inc.	Personal Vibratory Massager	OHIM	987730	15-Aug-08	000987730-0001	19-Feb-08
Brookstone Purchasing, Inc.	Shower Radio	OHIM	946132	04-Jun-08		
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	PCT	PCT/US07/21350	10-Oct-07		
Brookstone Purchasing, Inc.	Motor Assembly for Vibrational Platform	PCT	PCT/US08/51062	15-Jan-08		
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	Singapore	D2007/1238/J	02-Nov-07	D2007/1238/J	02-Nov-07

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Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Docking Station For Portable Media Player or Storage Device	Singapore	D2007/1240/E	02-Nov-07	D2007/1240/E	02-Nov-07
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Singapore	2007/1123/I	21-Sep-07	D 2007/1123/I	21-Sep-07
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	So Korea	30-2007-40137	20-Sep-07	30-0484894	18-Mar-08
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	Taiwan		18-Sep-07		
Brookstone Purchasing, Inc.	Docking Station for Portable Media Player or Storage Device	US	11/796,924	30-Apr-07	7,524,197	28-Apr-09
Brookstone Purchasing, Inc.	Motor Assembly for Vibrational Platform	US	12/014,329	15-Jan-08	7,705,500	27-Apr-10
Brookstone Purchasing, Inc.	Wine Opener with Integrated Foil Cutter	US	11/589,504	30-Oct-06	7,481,134	27-Jan-09
Brookstone Purchasing, Inc.	Sealing Door Mechanism	US	11/506,248	18-Aug-06	7,489,508	10-Feb-09
Brookstone Purchasing, Inc.	Foot Massager with Heat Diversion Capability	US	11/435,282	17-May-06	7,815,583	19-Oct-10
Brookstone Purchasing, Inc.	Heat Dissipation System for Audio Equipment	US	11/222,013	08-Sep-05	7,349,207	25-Mar-08
Brookstone Purchasing, Inc.	System & Method for Providing Passive Noise Reduct	US	10/851,014	21-May-04	7,367,422	06-May-08
Brookstone Purchasing, Inc.	Method & Apparatus for Providing a Modifiable Mass	US	10/844,944	13-May-04	7,427,274	23-Sep-08
Brookstone Purchasing, Inc.	System and Method for Determining Temperature of Food	US	10/797,269	19-Mar-04	7,104,682	12-Sep-06
Brookstone Purchasing, Inc.	Foldable Massaging Bed Rest	US	10/783,085	20-Feb-04	7,328,470	12-Feb-08

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Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Portable Lighting Device w/Multi-Activation Switch	US	10/777,844	12-Feb-04	6,979,099	27-Dec-05
Brookstone Purchasing, Inc.	Speaker Having a Transparent Panel	US	10/756,005	13-Jan-04	7,447,322	04-Nov-08
Brookstone Purchasing, Inc.	System & Method for Determining Air Pressure	US	10/706,896	13-Nov-03	7,013,722	21-Mar-06
Brookstone Purchasing, Inc.	Foldable Headphones	US	10/658,560	08-Sep-03	6,993,143	31-Jan-06
Brookstone Purchasing, Inc.	Display Container	US	09/976,418	12-Oct-01	6,817,471	16-Nov-04
Brookstone Purchasing, Inc.	Massaging Bed Rest Cushion w/Light	US	09/801,353	07-Mar-01	6,814,709	09-Nov-04
Brookstone Purchasing, Inc.	Organizer for Portable Electronic Devices	US	29/294,512	15-Jan-08	D576,785	16-Sep-08
Brookstone Purchasing, Inc.	Personal Fan	US	29/230,469	23-May-05	D529,166	26-Sep-06
Brookstone Purchasing, Inc.	Tiltable Personal Batter Powered Fan	US	29/143,240	08-Jun-01	D466,604	03-Dec-02
Brookstone Purchasing, Inc.	Wine Bottle Opener	US	29/232,122	15-Jun-05	D531,468	07-Nov-06
Brookstone Purchasing, Inc.	Air Purifier	US	29/240,929	20-Oct-05	D565,161	25-Mar-08
Brookstone Purchasing, Inc.	Carrying Case	US	29/231,334	03-Jun-05	D542,530	15-May-07
Brookstone Purchasing, Inc.	Fan with Misting Capability	US	29/231,366	03-Jun-05	D544,078	05-Jun-07
Brookstone Purchasing, Inc.	Flashlight	US	29/231,367	03-Jun-05	D532,137	14-Nov-06

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Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Audio Speaker	US	29/231,051	31-May-05	D542,269	08-May-07
Brookstone Purchasing, Inc.	Remote Control	US	29/231,021	31-May-05	D524,255	04-Jul-06
Brookstone Purchasing, Inc.	Relaxation Sound System	US	29/231,008	31-May-05	D518,039	28-Mar-06
Brookstone Purchasing, Inc.	Light for Barbeque Grill	US	29/231,052	31-May-05	D536,467	06-Feb-07
Brookstone Purchasing, Inc.	Lighted Travel Clock	US	29/230,477	23-May-05	D533,082	05-Dec-06
Brookstone Purchasing, Inc.	Photography Frame	US	29/219,169	13-Dec-04	D515,826	28-Feb-06
Brookstone Purchasing, Inc.	Digital Photography Album	US	29/245,421	22-Dec-05	D556,193	27-Nov-07
Brookstone Purchasing, Inc.	Wine Opener Stand	US	29/241,954	02-Nov-05	D555,997	27-Nov-07
Brookstone Purchasing, Inc.	Wireless Audio Speaker	US	29/240,909	20-Oct-05	D542,778	15-May-07
Brookstone Purchasing, Inc.	Portable Digital Image Viewer	US	29/312,392	17-Oct-08	D611,500	09-Mar-10
Brookstone Purchasing, Inc.	Portable Novelty Light	US	29/292,889	31-Oct-07	D588,735	17-Mar-09
Brookstone Purchasing, Inc.	Alarm Clock	US	29/312,391	17-Oct-08	D590,273	14-Apr-09
Brookstone Purchasing, Inc.	Sleep Pillow	US	29/308,603	25-Jun-08	D595,526	07-Jul-09
Brookstone Purchasing, Inc.	Numeric Type Font	US	29/301,116	11-Feb-08	D570,903	10-Jun-08

Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Hand-Held Percussion Massager	US	29/301,995	26-Mar-08	D617,000	01-Jun-10
Brookstone Purchasing, Inc.	Personal Vibratory Massager	US	29/301,251	19-Feb-08	D620,601	27-Jul-10
Brookstone Purchasing, Inc.	Shower Radio	US	29/301,483	04-Mar-08	D585,421	27-Jan-09
Brookstone Purchasing, Inc.	Electronic Key Ring Locator	US	29/312,390	17-Oct-08	D599,323	01-Sep-09
Brookstone Purchasing, Inc.	Talking Photograph Album	US	29/163,557	08-Jul-02	D487,481	09-Mar-04
Brookstone Purchasing, Inc.	Electronic Measuring Jigger	US	29/150,485	23-Nov-01	D468,220	07-Jan-03
Brookstone Purchasing, Inc.	Light Therapy Wand	US	29/324,204	05-Sep-08	D612,510	23-Mar-10
Brookstone Purchasing, Inc.	Foot Massager	US	29/308,959	17-Jul-08	D612,511	23-Mar-10
Brookstone Purchasing, Inc.	Audio Stereo System	US	29/308,960	17-Jul-08	D602,465	20-Oct-09
Brookstone Purchasing, Inc.	Desk Clock	US	29/308,899	15-Jul-08	D585,767	03-Feb-09
Brookstone Purchasing, Inc.	Lumbar Massaging Cushion	US	29/292,910	31-Oct-07	D616,689	01-Jun-10
Brookstone Purchasing, Inc.	Exercise Apparatus for Resistance Training	US	29/312,377	17-Oct-08	D601,643	06-Oct-09
Brookstone Purchasing, Inc.	Massager	US	29/196,867	06-Jan-04	D510,441	04-Oct-05
Brookstone Purchasing, Inc.	Audio Sound System	US	29/224,646	04-Mar-05	D546,317	10-Jul-07

Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Radio and Compact Disc Player	US	29/224,653	04-Mar-05	D548,720	14-Aug-07
Brookstone Purchasing, Inc.	Audio Sound System	US	29/224,766	07-Mar-05	D544,463	12-Jun-07
Brookstone Purchasing, Inc.	Radio and Compact Disc Player	US	29/224,765	07-Mar-05	D544,853	19-Jun-07
Brookstone Purchasing, Inc.	Audio Sound System	US	29/217,965	23-Nov-04	D532,769	28-Nov-06
Brookstone Purchasing, Inc.	Compact Disc Player	US	29/207,340	11-Jun-04	D522,993	13-Jun-06
Brookstone Purchasing, Inc.	Audio Sound System	US	29/262,437	30-Jun-06	D575,766	26-Aug-08
Brookstone Purchasing, Inc.	Foot Massager	US	29/202,635	02-Apr-04	D524,947	11-Jul-06
Brookstone Purchasing, Inc.	Massager	US	29/206,813	03-Jun-04	D531,733	07-Nov-06
Brookstone Purchasing, Inc.	Foot Bath	US	29/206,552	01-Jun-04	D531,732	07-Nov-06
Brookstone Purchasing, Inc.	Lap Desk	US	29/200,550	01-Mar-04	D512,245	06-Dec-05
Brookstone Purchasing, Inc.	Clock	US	29/201,222	11-Mar-04	D517,430	21-Mar-06
Brookstone Purchasing, Inc.	Pop-Up Recording Frame	US	29/197,113	09-Jan-04	D510,196	04-Oct-05
Brookstone Purchasing, Inc.	All Terrain Radio	US	29/197,114	09-Jan-04	D510,927	25-Oct-05
Brookstone Purchasing, Inc.	Lap Desk with Reading Light	US	29/154,616	25-Jan-02	D472,728	08-Apr-03

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Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Headphones	US	29/207,025	08-Jun-04	D512,708	13-Dec-05
Brookstone Purchasing, Inc.	Cooking Thermometer	US	29/269,254	27-Nov-06	D550,103	04-Sep-07
Brookstone Purchasing, Inc.	Audio Speaker for Sound Machine	US	29/267,935	25-Oct-06	D567,224	22-Apr-08
Brookstone Purchasing, Inc.	Speaker for Portable Audio Player	US	29/267,934	25-Oct-06	D593,071	26-May-09
Brookstone Purchasing, Inc.	Audio Speaker	US	29/194,088	19-Nov-03	D508,909	30-Aug-05
Brookstone Purchasing, Inc.	Therapeutic Vibrational Apparatus	US	29/273,316	01-Mar-07	D586,468	10-Feb-09
Brookstone Purchasing, Inc.	Numeric Type Font	US	29/272,439	08-Feb-07	D570,902	10-Jun-08
Brookstone Purchasing, Inc.	Travel Digital Alarm Clock and Photography Frame	US	29/285,662	04-Apr-07	D623,964	21-Sep-10
Brookstone Purchasing, Inc.	Wireless Speaker System	US	29/286,264	30-Apr-07	D573,135	15-Jul-08
Brookstone Purchasing, Inc.	Portable Speaker for Audio Player	US	29/286,417	04-May-07	D574,363	05-Aug-08
Brookstone Purchasing, Inc.	Shower Audio Device	US	29/266,328	18-Sep-06	D562,799	26-Feb-08
Brookstone Purchasing, Inc.	Foot Massager	US	29/264,824	18-Aug-06	D542,927	15-May-07
Brookstone Purchasing, Inc.	Talking Photograph Frame	US	29/164,444	24-Jul-02	D473,720	29-Apr-03
Brookstone Purchasing, Inc.	Chef's Fork	US	29/201,221	11-Mar-04	D505,842	07-Jun-05



Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Control Panel for Hand-Held Device	US	29/134,385	19-Dec-00	D459,315	25-Jun-02
Brookstone Purchasing, Inc.	Folding Booklight	US	29/154,613	25-Jan-02	D464,755	22-Oct-02
Brookstone Purchasing, Inc.	Hand Held Massager	US	29/154,632	25-Jan-02	D466,217	26-Nov-02
Brookstone Purchasing, Inc.	Pinpoint Massager	US	29/154,615	25-Jan-02	D466,612	03-Dec-02
Brookstone Purchasing, Inc.	Wireless Speaker	US	29/154,614	25-Jan-02	D467,899	31-Dec-02
Brookstone Purchasing, Inc.	Hand-Held Massager	US	29/268,899	15-Nov-06	D556,913	04-Dec-07
Brookstone Purchasing, Inc.	Personal Massager	US	29/143,242	08-Aug-01	D454,959	26-Mar-02
Brookstone Purchasing, Inc.	Alarm Clock w/Moveable Lamp	US	29/143,239	08-Jun-01	D453,687	19-Feb-02
Brookstone Purchasing, Inc.	Hand-held Hair Dryer	US	29/166,897	05-Sep-02	D474,858	20-May-03
Brookstone Purchasing, Inc.	Subwoofer Speaker	US	29/162,759	24-Jun-02	D476,312	24-Jun-03
Brookstone Purchasing, Inc.	Talking Multi-Function Alarm Clock	US	29/163,556	08-Jul-02	D476,579	01-Jul-03
Brookstone Purchasing, Inc.	Audio Speaker	US	29/162,758	20-Jun-02	D476,640	01-Jul-03
Brookstone Purchasing, Inc.	Hand-held massager	US	29/166,896	05-Sep-02	D476,746	01-Jul-03
Brookstone Purchasing, Inc.	Shower Radio	US	29/166,916	05-Sep-02	D480,381	07-Oct-03

Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	US	29/166,258	23-Aug-02	D481,587	04-Nov-03
Brookstone Purchasing, Inc.	Tower Ventilating Fan	US	29/166,867	05-Sep-02	D483,106	02-Dec-03
Brookstone Purchasing, Inc.	Folding Mirror w/Sliding Door Storage Compartment	US	29/155,614	13-Feb-02	D470,665	25-Feb-03
Brookstone Company, Inc.	Electronic Chef's Fork	US	09/373,690	13-Aug-99	6,065,391	23-May-00
Brookstone Purchasing, Inc.	Entertainment Unit	US	29/194,087	19-Nov-03	D517,041	14-Mar-06
Brookstone Purchasing, Inc.	Entertainment System	US	29/194,083	19-Nov-03	D513,612	17-Jan-06
Brookstone Purchasing, Inc.	Pressure Gauge	US	29/196,868	06-Jan-04	D505,871	07-Jun-05
Brookstone Purchasing, Inc.	Electronic Device for the Preparation of Mixed Dri	US	09/991,810	23-Nov-01	6,866,511	15-Mar-05
Brookstone Purchasing, Inc.	Flashlight	US	29/197,244	13-Jan-04	D501,266	25-Jan-05
Brookstone Purchasing, Inc.	Alarm Clock	US	29/193,733	13-Nov-03	D500,251	28-Dec-04
Brookstone Purchasing, Inc.	Barbeque Tool Utensil Handle	US	29/185,474	27-Jun-03	D496,826	05-Oct-04
Brookstone Purchasing, Inc.	Flashlight w/Tilttable Head	US	29/143,241	08-Aug-01	D456,544	30-Apr-02
Brookstone Company, Inc.	Electronic Chef's Fork	US	09/299,160	22-Apr-99	5,983,783	16-Nov-99
Brookstone Purchasing, Inc.	CD Player	US	29/162,757	20-Jun-02	D485,250	13-Jan-04

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Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Hand Held Percussive Massager w/Adjustable Nodes	US	09/489,049	21-Jan-00	6,432,072	13-Aug-02
Brookstone Purchasing, Inc.	Control Panel for Foot Massager	US	29/099,802	27-Jan-99	D416,328	09-Nov-99
Brookstone Purchasing, Inc.	Foot Massager	US	29/099,801	08-Feb-00	D420,450	08-Feb-00
Brookstone Purchasing, Inc.	Hand Held Hair Dryer	US	29/116,010	22-Dec-99	D432,715	24-Oct-00
Brookstone Purchasing, Inc.	Hand Held Percussive Massager	US	29/116,009	22-Dec-99	D435,913	02-Jan-01
Brookstone Company, Inc.	Electronic Fork	US	29/108,607	29-Jul-99	D437,794	20-Feb-01
Brookstone Purchasing, Inc.	Hand Held Massager w/Rotatable Head	US	29/116,008	22-Dec-99	D438,308	27-Feb-01
Brookstone Purchasing, Inc.	Hairbrush	US	29/121,259	04-Apr-00	D439,747	03-Apr-01
Brookstone Purchasing, Inc.	Hand Held Hair Dryer	US	09/634,939	08-Aug-00	6,393,718	28-May-02
Brookstone Purchasing, Inc.	Rolling Suitcase	US	29/322,190	30-Jul-08		
Brookstone Purchasing, Inc.	Neck and Shoulder Massager	US	29/376148	01-Oct-10		
Brookstone Purchasing, Inc.	Air Cleaner	US	29/375,867	28-Sep-10		
Brookstone Purchasing, Inc.	Automatic Food Dispensing Device	US	12/844,981	28-Jul-10		
Brookstone Purchasing, Inc.	Automatic Food Dispenser	US	29/370,191	14-Jun-10		

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Owner	Title	Country	Application No	Filing Date	Patent No	Issue Date
Brookstone Purchasing, Inc.	Textile Warmer	US	29/368,326	23-Aug-10		
Brookstone Purchasing, Inc.	Vibratory Massager	US	29/376151	01-Oct-10		
Brookstone Purchasing, Inc.	Air Cleaner	US	29/375,865	28-Sep-10		
Brookstone Purchasing, Inc.	Foot Massager	US	29/369,753	13-Sep-10		
Brookstone Purchasing, Inc.	Exercise Apparatus for Resistance Training	US	29/316,502	02-Oct-09		
Brookstone Purchasing, Inc.	Travel Alarm Clock	US	29/285,401	28-Mar-07		
Brookstone Purchasing, Inc.	Motor Assembly for Vibrational Platform	US	60/881,072	17-Jan-07		
Brookstone Purchasing, Inc.	Adjustable Resistance Exercise Device	US	12/369,917	12-Feb-09		
Brookstone Purchasing, Inc.	Adjustable Resistance Exercise Device	US	12/605,612	26-Oct-09		
Brookstone Purchasing, Inc.	Hidden Display and Clock Audio Apparatus Including Same	US	12/206,614	05-Sep-08		
Brookstone Purchasing, Inc.	Illumination Display with Enhanced Illumination Edge Lighting	US	12/151,383	05-May-08		
Brookstone Purchasing, Inc.	Wireless Audio Speaker System	US	11/636,808	11-Dec-06		

**Patent Licenses**

<b>Licensor</b>	<b>Licensee</b>	<b>License Type</b>
Apple Computer, Inc.	Brookstone Company, Inc. (and its wholly-owned subsidiaries)	Made for iPod Program
Brookstone Company, Inc.	Asia Combine Company Ltd.	Patent & Trademark
Brookstone Purchasing, Inc.		
Brookstone Purchasing, Inc.	TDK Australia Ltd.	Patent
Brookstone Purchasing, Inc.	Brookstone Company, Inc.	Patent & Trademark
	Brookstone Retail Puerto Rico, Inc.	
	Brookstone Stores, Inc.	
	Gardeners Eden, Inc.	
Clear with Computers, LLC	Brookstone Company, Inc.	Patent
Adam Holms	Brookstone Purchasing, Inc.	Patent
Holms Enterprises Inc.		
LJ Talk LLC	Brookstone Company, Inc.	Patent
New Transducers Ltd.	Brookstone Inc.	Patent & Trademark
Technology Properties Limited	Brookstone Company, Inc.	Patent
Sinox Lock Company	Brookstone Purchasing, Inc.	Patent

**EXHIBIT C**

List of Trademarks and Trademark Licenses

**U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Mark</b>	<b>Intl Class(es)</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Brookstone Purchasing, Inc.	Better Than Down	20, 24	77/889,099	08-Dec-09	3,821,479	20-Jul-10
Brookstone Purchasing, Inc.	BodyForm	28	77/763714	19-Jun-09	3,797,387	01-Jun-10
Brookstone Purchasing, Inc.	Hear Together	9	77/760,796	11-Jun-09	3,797,384	01-Jun-10
Brookstone Purchasing, Inc.	Brookstone	18, 25	77/777,216	09-Jul-09	3,751,756	23-Feb-10
Brookstone Purchasing, Inc.	TimeSmart	9, 14	77/742,856	22-May-09	3,728,004	22-Dec-09
Brookstone Purchasing, Inc.	Formula 210	3	77/475,991	15-May-08	3,670,510	18-Aug-09
Brookstone Purchasing, Inc.	Formula 210	3	77/475,687	15-May-08	3,670,508	18-Aug-09
Brookstone Purchasing, Inc.	Be	9	77/554,505	25-Aug-08	3,656,954	21-Jul-09
Brookstone Purchasing, Inc.	BioSense	17	77/606,480	04-Nov-08	3,638,574	16-Jun-09

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	SongView	9	77/505,604	23-Jun-08	3,610,226	21-Apr-09
Brookstone Purchasing, Inc.	Steam Bug	9	77/494,874	10-Jun-08	3,604,180	07-Apr-09
Brookstone Company, Inc.	Brookstone	9	77/578,017	24-Sep-08	3,583,382	03-Mar-09
Brookstone Company, Inc.	Brookstone	3, 6, 24	77/526,084	18-Jul-08	3,582,970	03-Mar-09
Brookstone Purchasing, Inc.	Touch Nap Feel Good	20, 28	77/491,561	05-Jun-08	3,557,409	06-Jan-09
Brookstone Purchasing, Inc.	Touch Nap Feel Good	3, 24, 25	77/491,518	05-Jun-08	3,557,408	06-Jan-09
Brookstone Purchasing, Inc.	nap	3, 10	77/489,312	03-Jun-08	3,557,395	06-Jan-09
Brookstone Purchasing, Inc.	nap	3,10	77/488,939	02-Jun-08	3,557,391	06-Jan-09
Brookstone Purchasing, Inc.	Touch Sleep Revive	10,20,24,25	77/490,309	04-Jun-08	3,554,070	30-Dec-08
Brookstone Company, Inc.	Brookstone	9	77/463,140	01-May-08	3,546,668	16-Dec-08
Brookstone Company, Inc.	Gift of Innovation	35, 42	78/576,075	28-Feb-05	3,534,128	18-Nov-08
Brookstone Purchasing, Inc.	Weather Wrap	16	77/325,951	08-Nov-07	3,530,118	11-Nov-08

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	iDesign	9	77/378,203	23-Jan-08	3,528,933	04-Nov-08
Brookstone Purchasing, Inc.	iConvert	9	77/384,057	30-Jan-08	3,492,448	26-Aug-08
Brookstone Purchasing, Inc.	Better Than Down	20, 24	77/204,664	13-Jun-07	3,455,021	24-Jun-08
Brookstone Purchasing, Inc.	My Life Digital Picture Show	9	77/234,878	20-Jul-07	3,429,933	20-May-08
Brookstone Purchasing, Inc.	e-Pad	16, 20	77/262,845	23-Aug-07	3,411,623	15-Apr-08
Brookstone Purchasing, Inc.	Wink	11	77/153,275	10-Apr-07	3,392,664	04-Mar-08
Brookstone Company, Inc.	Advanced Audio Concepts	9	77/041,843	10-Nov-06	3,383,961	19-Feb-08
Brookstone Purchasing, Inc.	Always Perfect	9, 21	77/180,598	14-May-07	3,359,422	25-Dec-07
Brookstone Purchasing, Inc.	SongCube	9	78/713,938	15-Sep-05	3,348,169	04-Dec-07
Brookstone Purchasing, Inc.	BoomBucket	9	77/052,638	29-Nov-06	3,344,896	27-Nov-07
Brookstone Purchasing, Inc.	iNeed	10	77/027,846	24-Oct-06	3,344,858	27-Nov-07
Brookstone Purchasing, Inc.	SongPak	9	77/006,875	25-Sep-06	3,294,536	18-Sep-07



Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	SongPlay	9	77/077,750	08-Jan-07	3,285,356	28-Aug-07
Brookstone Purchasing, Inc.	songstick	9	78/784,308	03-Jan-06	3,273,043	31-Jul-07
Brookstone Purchasing, Inc.	SongSpace	9	78/823,880	27-Feb-06	3,259,552	03-Jul-07
Brookstone Purchasing, Inc.	Microbeam	6, 11, 14, 18, & 20	78/624,328	05-May-05	3,252,969	19-Jun-07
Brookstone Purchasing, Inc.	ColorSmart	9	78/713,927	15-Sep-05	3,243,049	15-May-07
Brookstone Purchasing, Inc.	nap form	20	78/919,264	28-Jun-06	3,241,962	15-May-07
Brookstone Purchasing, Inc.	NapForm	20	78/919,235	28-Jun-06	3,241,961	15-May-07
Brookstone Purchasing, Inc.	nap	24, 25	78/919,096	28-Jun-06	3,241,960	
Brookstone Company, Inc.	4Bs Logo	9, 35	78/736,844	20-Oct-05	3,241,447	15-May-07
Brookstone Purchasing, Inc.	nap	28	78/930,806	18-Jul-06	3,239,801	08-May-07
Brookstone Purchasing, Inc.	MimiMax	10, 11	78/916,565	26-Jun-06	3,237,068	01-May-07
Brookstone Company, Inc.	AAC Advanced Audio Concepts Ltd	9	78/304,680	24-Sep-03	3,228,401	10-Apr-07

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	BeamBag	11	78/947,454	08-Aug-06	3,227,975	10-Apr-07
Brookstone Purchasing, Inc.	Brookstone NAP	20	78/578,113	02-Mar-05	3,221,376	27-Mar-07
Brookstone Purchasing, Inc.	Calming Visions	9	78/734,582	17-Oct-05	3,219,644	20-Mar-07
Brookstone Purchasing, Inc.	Cleaner. Faster. Better.	11	78/728,382	06-Oct-05	3,217,195	13-Mar-07
Brookstone Purchasing, Inc.	bob	14	78/800,319	26-Jan-06	3,216,587	06-Mar-07
Brookstone Purchasing, Inc.	Color-Call	9	78/866,235	20-Apr-06	3,194,172	02-Jan-07
Brookstone Purchasing, Inc.	TheraSpa	10	78/746,853	03-Nov-05	3,157,892	17-Oct-06
Brookstone Company, Inc.	Brookstone	11	78/762,743	29-Nov-05	3,133,174	22-Aug-06
Brookstone Company, Inc.	Brookstone	16	78/679,078	26-Jul-05	3,132,487	22-Aug-06
Brookstone Purchasing, Inc.	nap	20, 24	78/584,904	10-Mar-05	3,132,198	22-Aug-06
Brookstone Purchasing, Inc.	iPillow	9 & 20	78/705,971	02-Sep-05	3,129,610	15-Aug-06
Brookstone Purchasing, Inc.	SoftSound	9 & 20	78/600,664	02-Apr-05	3,113,150	04-Jul-06

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	BBQ 365	21	78/513,213	08-Nov-04	3,074,744	28-Mar-06
Brookstone Purchasing, Inc.	NapSoft	24	78/602,059	05-Apr-05	3,071,112	21-Mar-06
Brookstone Purchasing, Inc.	Cool It	20	78/461,061	03-Aug-04	3,062,430	28-Feb-06
Brookstone Purchasing, Inc.	FOM Travel	20	78/338,447	09-Dec-03	3,059,962	21-Feb-06
Brookstone Purchasing, Inc.	Smart Pressure	9	78/292,879	27-Aug-03	3,048,566	24-Jan-06
Brookstone Purchasing, Inc.	Partini	21	78/461,091	03-Aug-04	3,045,191	17-Jan-06
Brookstone Purchasing, Inc.	Relaxation Zone	10	78/332,821	25-Nov-03	3,044,443	17-Jan-06
Brookstone Purchasing, Inc.	FOM	20	78/300,838	16-Sep-03	3,026,500	13-Dec-05
Brookstone Purchasing, Inc.	XpressCheck	18	78/477,937	02-Sep-04	3,004,474	04-Oct-05
Brookstone Purchasing, Inc.	easyclick	6	78/465,913	11-Aug-04	2,998,250	20-Sep-05
Brookstone Purchasing, Inc.	Smartini	9	78/346,869	31-Dec-03	2,986,441	16-Aug-05
Brookstone Purchasing, Inc.	pureion	11	78/327,387	13-Nov-03	2,982,941	09-Aug-05

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	What Fun Feels Like	20	78/340,987	15-Dec-03	2,980,881	02-Aug-05
Brookstone Purchasing, Inc.	AcoustiClear	9	78/301,454	17-Sep-03	2,979,269	26-Jul-05
Brookstone Purchasing, Inc.	FOM	20	78/307,357	30-Sep-03	2,973,860	19-Jul-05
Brookstone Purchasing, Inc.	Great speakers should be heard, not seen	9	78/301,972	18-Sep-03	2,973,780	19-Jul-05
Brookstone Purchasing, Inc.	Aqua-Jet Foot Spa	10, 11	78/310,817	08-Oct-03	2,970,018	19-Jul-05
Brookstone Purchasing, Inc.	SoundShield	9	78/265,188	20-Jun-03	2,968,457	12-Jul-05
Brookstone Purchasing, Inc.	Pure-Ion	11	78/313,232	14-Oct-03	2,964,988	05-Jul-05
Brookstone Purchasing, Inc.	AcoustiClear	9	78/300,800	16-Sep-03	2,961,267	07-Jun-05
Brookstone Purchasing, Inc.	easycheck	6	78/293,317	28-Aug-03	2,958,390	31-May-05
Brookstone Purchasing, Inc.	Fill your home with sound, not equipment	9	78/302,002	18-Sep-03	2,945,245	26-Apr-05
Brookstone Purchasing, Inc.	SoundShield	9	78/301,431	17-Sep-03	2,945,244	26-Apr-05
Brookstone Purchasing, Inc.	Tune Out the Noise, Tune in the Music	9	78/304,679	24-Sep-03	2,926,365	15-Feb-05

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	Twin Sensations	10	78/301,536	17-Sep-03	2,925,079	08-Feb-05
Brookstone Purchasing, Inc.	Twin Sensations	10	78/301,508	17-Sep-03	2,924,422	01-Feb-05
Brookstone Purchasing, Inc.	FOM Sport	20	78/338,485	09-Dec-03	2,922,971	01-Feb-05
Brookstone Purchasing, Inc.	Mighty MAX	11	78/171,251	04-Oct-02	2,785,096	18-Nov-03
Brookstone Purchasing, Inc.	MAX	10	78/140,670	02-Jul-02	2,778,742	28-Oct-03
Brookstone Purchasing, Inc.	Grill Alert	9	78/111,354	27-Feb-02	2,678,254	21-Jan-03
Brookstone Purchasing, Inc.	Tools That Think	9	75/904,605	28-Jan-00	2,663,815	17-Dec-02
Brookstone Company, Inc.	Brookstone	8,9,10,11,12,14,18,20,21,25,28,35,27	75/370,322	08-Oct-97	2,334,207	28-Mar-00
Brookstone Purchasing, Inc.	S Pair Bed	20	74/272,944	06-May-92	1,778,378	22-Jun-93
Brookstone Company, Inc.	Brookstone	8,9,11	73/517,075	10-Jan-85	1,386,424	18-Mar-86
Brookstone Company, Inc.	Brookstone	9,16,18,20	73/425,701	13-May-83	1,338,831	04-Jun-85
Brookstone Company, Inc.	Brookstone	42	73/370,242	17-Jun-82	1,270,358	13-Mar-84

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	Mighty Max	11	85/086,683	16-Jul-10		
Brookstone Company, Inc.	World of Innovation	9, 10, 20, 28, 35	85/123,966	07-Sep-10		
Brookstone Purchasing, Inc.	EcoPad	16	85/096,416	29-Jul-10		
Brookstone Purchasing, Inc.	Toasty Towel	11	85/096,398	29-Jul-10		
Brookstone Purchasing, Inc.	Max	9	85/086,666	16-Jul-10		
Brookstone Purchasing, Inc.	PowerPlate	9	85/056,334	02-Jun-10		
Brookstone Purchasing, Inc.	CandyMan	7	85/044,776	21-May-10		
Brookstone Purchasing, Inc.	e-Pad	16	85/028,427	03-May-10		
Brookstone Purchasing, Inc.	Gini	14	77/932,343	10-Feb-10		
Brookstone Purchasing, Inc.	The Gift Experts	35	77/927,037	03-Feb-10		
Brookstone Purchasing, Inc.	BioSense	20	77/926,938	03-Feb-10		
Brookstone Purchasing, Inc.	Flik	9	77/802,546	12-Aug-09		

Owner	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
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Brookstone Purchasing, Inc.	Mr. Green	16	77/494,877	10-Jun-08		
Brookstone Company, Inc.	Brookstone DESIGN USA	18, 20	77/295,529	03-Oct-07		
Brookstone Company, Inc.	Brookstone DESIGN USA	9, 10	77/295,518	03-Oct-07		
Brookstone Purchasing, Inc.	Dream	24	77/180,656	14-May-07		

**Foreign Trademark Registrations and Applications**

Owner	Country	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Company, Inc.	Australia	Brookstone	9, 11, 14, 18, 20	1195857	29-Aug-07	1195857	29-Aug-07
Brookstone Purchasing, Inc.	Australia	AcoustiClear	9	1016084	17-Aug-04	1,016,084	17-Aug-04
Brookstone Purchasing, Inc.	Australia	AcoustiClear	9	1016084	17-Aug-04	1,016,084	17-Aug-04
Brookstone Company, Inc.	Bahrain	Brookstone	35		17-Jul-07		
Brookstone Purchasing, Inc.	Canada	AcoustiClear	9	1257934	17-May-05		
Brookstone Company, Inc.	Canada	Brookstone	9	1394751	08-May-08		

Owner	Country	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Purchasing, Inc.	Canada	spa	n/a	1360813	23-Aug-07		
Brookstone Company, Inc.	Canada	Hard to Find TOOLS	16	1,204,585	19-Jan-04	642,693	22-Jun-05
Brookstone Company, Inc.	Canada	Brookstone	3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20	857,292	26-Sep-97	TMA564,801	17-Jul-02
Brookstone Company, Inc.	Canada	Brookstone	39, 42	CX540936	26-Apr-85	TMA362,315	01-Nov-89
Brookstone Company, Inc.	China	Brookstone	9, 16, 35	A0005338	03-Sep-08		
Brookstone Company, Inc.	China	Brookstone	9	9800037707	20-Apr-98	1,313,834	14-Sep-99
Brookstone Company, Inc.	China	Brookstone	18	9800037706	20-Apr-98	1,303,073	14-Aug-99
Brookstone Company, Inc.	China	Brookstone	10	9800037710	20-Apr-98	1,299,541	28-Jul-99
Brookstone Company, Inc.	China	Brookstone	11	9800037709	20-Apr-98	1,299,150	28-Jul-99
Brookstone Company, Inc.	China	Brookstone	14	9800037708	20-Apr-98	1,287,920	28-Jun-99
Brookstone Purchasing, Inc.	Egypt	Brookstone	35		17-Jul-07		
Brookstone Company, Inc.	El Salvador	Brookstone	35	2008080186	20-Oct-08		
Brookstone Company, Inc.	Hong Kong	Brookstone	9, 11, 14, 16, 18, 35	301202921			



Owner	Country	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Company, Inc.	Hong Kong	Brookstone Advanced Audio Concepts	9	300086652	30-Sep-03	300086652	30-Sep-03
Brookstone Company, Inc.	Hong Kong	AAC Advanced Audio Concepts Ltd	9	300086661	30-Sep-03	300086661	10-Sep-03
Brookstone Company, Inc.	Hong Kong	Brookstone	9	4863/98	17-Apr-98	199913071	17-Apr-98
Brookstone Company, Inc.	Hong Kong	Brookstone	10	4864/98	17-Apr-98	199905697	17-Apr-98
Brookstone Company, Inc.	Hong Kong	Brookstone	11	4865/98	17-Apr-98	199905512	17-Apr-98
Brookstone Company, Inc.	India	Brookstone	8,9,10,11,18,20,21,25,28,42	1248002	06-Nov-03	1,248,002	11-Jun-03
Brookstone Company, Inc.	Indonesia	Brookstone	9	D98 07503	24-Apr-98	438302	04-Feb-00
Brookstone Company, Inc.	Japan	Brookstone	9, 10, 18, 35	A0005338	24-Apr-08		
Brookstone Company, Inc.	Japan	Brookstone	8, 9, & 10	31099/1998	13-Apr-98	4,306,353	20-Aug-99
Brookstone Company, Inc.	Japan	Brookstone	13		13-Apr-98	2,009,394	18-Dec-87
Brookstone Company, Inc.	Jordan	Brookstone	35		17-Jul-07	103903	15-Oct-09
Brookstone Company, Inc.	Kuwait	Brookstone	35	094919	28-May-08	77606	25-May-08
Brookstone Company, Inc.	Lebanon	Brookstone	35		17-Jul-07		

Owner	Country	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Company, Inc.	MADRID - China, European Comm., Germany, Japan, Korea (Rep), Singapore	AcoustiClear	9	A0001423	17-May-05	851 851	17-May-05
Brookstone Company, Inc.	Malaysia	Brookstone	21	98/006642	01-Jun-98	98/006642	29-Oct-02
Brookstone Company, Inc.	Malaysia	Brookstone	9	98/996641	01-Jun-98	98/006641	19-Apr-02
Brookstone Company, Inc.	Mexico	Brookstone	35	941410	09-Jun-08		
Brookstone Company, Inc.	Mexico	Brookstone	20	941413	09-Jun-08		
Brookstone Company, Inc.	Mexico	Brookstone	35	941414	09-Jun-08		
Brookstone Company, Inc.	Mexico	Brookstone	10	941411	09-Jun-08		
Brookstone Company, Inc.	Mexico	Brookstone	18	332168	11-May-98		
Brookstone Company, Inc.	Mexico	Brookstone	11	332167	11-May-98	630217	27-Oct-00
Brookstone Company, Inc.	Mexico	Brookstone	28	332169	11-May-98	630218	27-Oct-99
Brookstone Company, Inc.	OHIM	Brookstone	9, 10, 11, 14, 16, 18, 35	007213267	04-Sep-08	007213267	29-Mar-10
Brookstone Purchasing, Inc.	OHIM	AcoustiClear	9	A0001423	17-May-05	851 851	14-Jul-05

Owner	Country	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Company, Inc.	OHIM	Hard to Find TOOLS	16	003632676	27-Jan-04	003632676	02-May-05
Brookstone Company, Inc.	OHIM	Brookstone	8,9,20,21	000796110	14-Apr-98	796110	08-May-99
Brookstone Company, Inc.	Oman	Brookstone	35		17-Jul-07		
Brookstone Company, Inc.	Panama	Brookstone	35	176099-01	17-Oct-08		
Brookstone Company, Inc.	Philippines	Brookstone	9, 10, 18, 20, 35	4-2008-500267	09-Apr-08		
Brookstone Company, Inc.	Qatar	Brookstone	35		17-Jul-07		
Brookstone Company, Inc.	Russia	Brookstone	9, 10, 11, 14, 16, 18, 35	A0005338	21-Jul-06		
Brookstone Company, Inc.	Saudi Arabia	Brookstone	35		17-Jul-07		
Brookstone Company, Inc.	Singapore	Brookstone	10, 18	A0005338	03-Nov-08		
Brookstone Company, Inc.	Singapore	Brookstone	35	T00/08795Z	25-May-00	T00/08795Z	25-May-00
Brookstone Company, Inc.	Singapore	Brookstone	35	T99/02089E	04-Mar-99	T99/02089E	04-Mar-99
Brookstone Company, Inc.	Singapore	Brookstone	9	S/7672/96	24-Jul-96	T96/07672E	24-Jul-96
Brookstone Company, Inc.	Singapore	Brookstone	8	S/7671/96	24-Jul-96	7671/96	24-Jul-96

Owner	Country	Mark	Intl Class(es)	Application Serial No.	Filing Date	Registration No.	Registration Date
Brookstone Company, Inc.	South Korea	Brookstone	8, 9, & 18	98-9896	14-Apr-98	453471	25-Aug-99
Brookstone Company, Inc.	Sri Lanka	Brookstone	18	87584	27-Apr-98	87584	27-Apr-98
Brookstone Company, Inc.	Switzerland	Brookstone	6, 8, 10, 14, 21	03964/1988	07-Jun-88	363550	07-Jun-88
Brookstone Company, Inc.	Taiwan	Brookstone	9, 11, 14, 16, 18, 35	097042368	09-Sep-08		
Brookstone Company, Inc.	Taiwan	Brookstone	9	87019189	24-Apr-98	896913	16-Jul-00
Brookstone Company, Inc.	Taiwan	Brookstone	21	87019191	24-Apr-98	859919	16-Jul-99
Brookstone Company, Inc.	Taiwan	Brookstone	8	87019188	24-Apr-98	846960	16-Apr-99
Brookstone Company, Inc.	Taiwan	Brookstone	10	87019190	24-Apr-98	840073	16-Feb-99
Brookstone Company, Inc.	Thailand	Brookstone	10	360882	26-May-98	KOR92179	26-May-98
Brookstone Company, Inc.	Turkey	Brookstone	9, 10, 11, 14, 16, 18, 35	2007/08728 SK	21-Jul-06	2007/08728	10-Jul-08
Brookstone Company, Inc.	UAE	Brookstone	35		17-Jul-07		

**Trademark Licenses**

Licensor	Licensee	License Type
Apple Computer, Inc.	Brookstone Company, Inc. (and its wholly-owned subsidiaries)	Made for iPod Program
Brookstone Company, Inc. Brookstone Purchasing, Inc.	Asia Combine Company Ltd.	Patent & Trademark
Brookstone Company, Inc.	Brookstone Purchasing, Inc.	
	Brookstone Retail Puerto Rico, Inc.	Trademark
	Brookstone Stores, Inc.	
	Gardeners Eden, Inc.	
Brookstone Company, Inc.	Brookstone Dallas Fort Worth, LLC	Trademark
Brookstone Company, Inc.	Brookstone Stores DTW, LLC	Trademark
Brookstone Company, Inc.	Brookstone Stores SAT, LLC	Trademark
Brookstone Company, Inc.	Brookstone/National Concessions Management Joint Venture	Trademark
Brookstone Company, Inc.	National Concessions Management Brookstone Stores Georgia, LLC	Trademark
Brookstone Company, Inc.	National Concessions Management Brookstone Stores JFK, LLC	Trademark
Brookstone Company, Inc.	The TJX Companies Inc.	Trademark
	Brookstone Company, Inc.	
Brookstone Purchasing, Inc.	Brookstone Retail Puerto Rico, Inc.	
	Brookstone Stores, Inc.	
	Gardeners Eden, Inc.	Patent & Trademark
Holms Enterprises Inc.		

**Licensee**

**Licenser**

**License Type**

Headwaters, Inc.	Brookstone Purchasing, Inc.	Trademark
Nap Inc.	Brookstone Company, Inc.	Trademark
New Transducers Ltd.	Brookstone Inc.	Patent & Trademark
The Health Lite Corporation	Brookstone Purchasing, Inc.	Trade Secret
Travel Sentry Inc.	Brookstone Purchasing, Inc.	Trademark