

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE**

BRANDPARTNERS RETAIL, INC.)	
)	
Plaintiff)	
)	
v.)	Docket No.: 1:09-cv-00371-JM
)	
FRANK BEARDSWORTH)	
)	
Defendant)	
)	

STIPULATION REGARDING TEMPORARY RELIEF

Plaintiff BrandPartners Retail, Inc. (“BrandPartners”) and Defendant Frank Beardsworth (“Beardsworth”) hereby agree and stipulate as follows:

1. BrandPartners initiated this action by filing a Verified Petition for Temporary, Preliminary, and Permanent Injunctive Relief and Damages in the Strafford County Superior Court on October 15, 2009.
2. Beardsworth thereafter removed the action to this Court.
3. On November 17, 2009, BrandPartners filed a Motion for Preliminary Injunction with this Court.
4. Beardsworth objected to the Motion for Preliminary Injunction on December 11, 2009, and the Court has scheduled a hearing on the Motion for Preliminary Injunction for January 15, 2010.

5. The parties have agreed to forego a hearing on BrandPartners' Motion for Preliminary Injunction and hereby stipulate and agree as follows:

- A. Beardsworth shall refrain from accessing, disclosing or otherwise using BrandPartners' trade secrets in any manner during the pendency of this litigation;
- B. Beardsworth shall refrain from using any information obtained from BrandPartners' computers during the pendency of this litigation;
- C. Beardsworth shall not destroy, alter, damage or otherwise dispose of any documents, files or other information acquired, directly or indirectly, from BrandPartners;
- D. Beardsworth shall not destroy, alter, damage or otherwise dispose of any computer hard drives or memory storage devices in his possession;
- E. Beardsworth agrees to submit all personal computer hard drives and memory storage devices in his possession to a complete computer forensic examination, at BrandPartners' expense, and at a mutually convenient time and location and subject to procedures to be agreed upon by the parties;
- F. The parties agree that nothing contained in this Stipulation shall prohibit or otherwise limit Beardsworth from using publicly available information to contact any BrandPartners customer;
- G. The parties agree that this Stipulation is not and shall not be construed as an admission that any document or data Beardsworth may possess constitutes a trade secret or is otherwise protectable and Beardsworth expressly reserves the right to challenge whether any document or data is a trade secret or otherwise protectable in this litigation.

STIPULATED AND AGREED TO:

FRANK BEARDSWORTH

Date: January 13, 2010

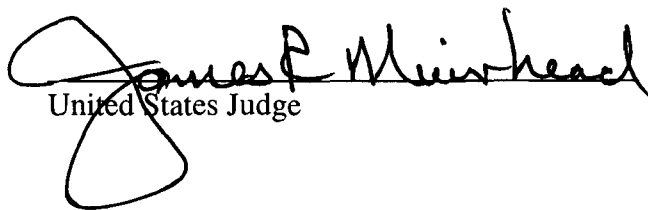
By: /s/ Donald L. Smith
Donald L. Smith, Esq., Bar No. 13525
Devine, Millimet & Branch, P.A.
111 Amherst Street
Manchester, New Hampshire 03101
603.669.1000
dsmith@devinemillimet.com

BRANDPARTNERS RETAIL, INC.

Date: January 13, 2010

By: /s/ Gordon J. MacDonald
Gordon J. MacDonald, Esq., Bar No. 11011
Nixon Peabody LLP
900 Elm Street
Manchester, NH 03101
(602) 628-4000
gmacdonald@nixonpeabody.com

SO ORDERED this 13th day of January 2010


United States Judge