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Name of Person Signing	Signature	Date		

ADDITIONAL RECEIVING PARTIES

LANCER PARTNERS, L.P. 375 PARK AVE New YORK, N.Y. 10152 U.S.A

THE VIATOR FUND, LTD. 375 PARK AVE. New YORK, N.Y. 10152 U.S.A.

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, NeuroCorp., Ltd. (the "Assignor") holds all right, title and interest in the utility patents, application for patents and provisional applications listed on the annexed Schedule IA, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement dated September 26, 2000, in favor of Pioneer Ventures Associates Limited Partnership, Lancer Partners, L.P. and The Viator Fund, Ltd. (the "Assignees");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and collaterally assigned to the Assignees and granted to the Assignees a continuing security interest of the Assignor in, to and under the Patents and applications and registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and collaterally assigns unto the Assignees and grants to the Assignees a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 26, 2000.

NeuroCorp., Ltd.

COUNTY OF NEW YORK

On this 26th day of September, 2000, before me personally came VERNON L. WELLS, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of NeuroCorp., Ltd., a Nevada corporation, and that he executed the foregoing instrument in the firm name of NeuroCorp., Ltd., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the purposes therein mentioned.

) : ss.:

)

Notary Public

MARISSA OLSEN Notary Public, State of New York No: 010L6015163 Qualified in Kings County Commission Expires October 26, 20____

Patents Issued and Pending

Number	Status	For
SN 60/170740	Pending (Provisional)	Methods for Treating Cognitive Disorders
SN 08/912471	Pending	Supplemental Beverage
No. 4,632,122	Patented	Method and Apparatus For Conducting Brain
		Function Diagnostic Test
No. 4,683,892	Patented	Method and Apparatus For Conducting Brain
		Function Diagnostic Test
No. 4,800,888	Patented	Enhanced Electrode Set
No. 5,273,037	Patented	Electrode Assembly for EEG Head Set
No. 5,357,957	Patented	Electrode Assembly for EEG Head Set
No. 5,730,146	Patented	Transmitting, Analyzing and Reporting EEG Data