

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jill K Stamm	01/18/2002
RECEIVING PARTY DATA	
Name:	Carrington Brain Research Institute, L.L.C.
Street Address:	6422 N. 30th Place
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10028335
Application Number:	11164937
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602-382-6228
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Address Line 2:	Snell & Wilmer L.L.P.
Address Line 4:	Phoenix, ARIZONA 85004-2202
ATTORNEY DOCKET NUMBER:	39672.0200 & .0217
NAME OF SUBMITTER:	Howard I. Sobelman

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Total Attachments: 6
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**ASSIGNMENT OF INTEREST
IN PENDING PATENT APPLICATION
AND TRADEMARK REGISTRATION**

This Assignment is made this 18 day of January, 2002, by and between *JILL K. STAMM*, 6422 N. 30th Place, Phoenix, Arizona 85016 (herein referred to as "Assignor"), and *CARRINGTON BRAIN RESEARCH INSTITUTE, L.L.C.*, an Arizona limited liability company, with its principal office located at 6422 N. 30th Place, Phoenix, Arizona 85016 (herein referred to as "Assignee").

RECITALS

A. Assignor has an ownership interest in the Brain Box invention and any related intellectual property rights, including patents, copyrights, and trademarks, the invention being more fully described in and identified by that certain Utility Patent Application filed December 21, 2001 with the U.S. Patent and Trademark Office in Docket 39672.0200 entitled "System and Method for Facilitating Early Childhood Brain Development" (the "Pending Patent").

B. Assignor has registered with the United States Patent and Trademark Office the trademark and service mark of "Brain Box" bearing Application Nos. 76/276,535 and 76/276,531 with Application dates of June 25, 2001, and Registration Nos. 39672.0100 and 39672.0300 (the "Trademarks").

C. Assignor has created and registered trade and service marks in connection with the Brain Box. A copy of such trade and

service mark is attached to this Assignment and incorporated by this reference (the "Marks").

D. Assignee desires to acquire the entire right, title and interest in the Pending Patent, Trademarks and Marks.

NOW, THEREFORE, in consideration of the above, and of the mutual covenants herein contained and other good and valuable consideration, it is agreed as follows:

1. *ASSIGNMENT.* In consideration of One Thousand Dollars (\$1,000.00) and for other valuable consideration received by Assignor from Assignee, the receipt of which is acknowledged, Assignor hereby sells, assigns, and transfers to Assignee the full and exclusive right, title and interest in and to the Brain Box invention and any related intellectual property rights, including patents, copyrights, and all Pending Patent, Trademarks and Marks together with the goodwill symbolized by said Pending Patent, Trademarks and Marks and the above-identified registrations thereof, and all copyright materials related to the Brain Box [and in any improvements on the invention heretofore or hereafter made or acquired by Assignor].

2. *IMPROVEMENTS.* Assignor further agrees to transfer, without further remuneration, a like interest in and to any improvements, and formal applications based thereon, and any derivative works growing out of or relating to said Brain Box invention; and, without further remuneration, to provide all reasonable assistance and execute any papers requested by Assignee, its successors, assigns, and legal representatives to

preserve and/or acquire Assignee's full protection and title in and to the invention and related intellectual property rights hereby transferred and any improvements or derivative works therein.

3. *COOPERATION.* Assignor, without further remuneration, agrees to cooperate with Assignee such that Assignee may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers, documents, notices, etc. that may be deemed necessary or desirable by Assignee to perfect the conveyed rights.

4. *PARTIES BOUND.* The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and/or other legal representatives, and shall be binding on Assignor, her heirs, legal representatives and assigns.

5. *WARRANTY.* Assignor warrants and represents that Assignor has not entered into any assignment, contract, or understanding in conflict with the intent and purpose of this Assignment.

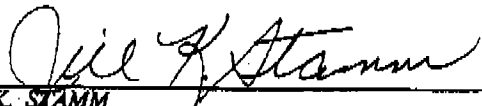
6. *FUTURE IMPROVEMENTS.* This Assignment shall be deemed to include any future inventions and improvements made by Assignor that are an improvement on the invention and related property rights transferred herein. Assignor will for a period of two (2) years after this Assignment, so far as it is reasonably practical for Assignor to do so, cause herself and/or her associates or as the case may be who are engaged in research, development, and

other inventive work to disclose to Assignee all improvements within the scope of the assigned Pending Patent and shall assign to Assignee the rights to such improvements so that the Assignee shall receive, by virtue of this Assignment, the improvements agreed to be granted to it, it being understood, however, that any inadvertent failure to comply with this provision of the Assignment does not constitute a breach of the Assignment if appropriate due care and diligence is used.

7. *BANKRUPTCY OR INSOLVENCY.* If Assignee, Assignee's successors or assigns, becomes bankrupt or insolvent or a receiver be appointed to take over its assets within five (5) years of the date of this Assignment, then in such event this Assignment shall become null and void and of no effect and all right, title and interest hereby conveyed in the Pending Patent, Trademarks, and Marks, when granted, shall revert to the Assignor.

8. *ADDITIONAL AUTHORIZATIONS.* Assignor hereby authorizes and requests the Director - United States Patent and Trademark Office to record this Assignment for the sole benefit of Assignee.

IN WITNESS WHEREOF, the parties have entered into this Assignment the date and year first above written.



JILL K. STAMM
6422 N. 30th Place
Phoenix, AZ 85020
"Assignor"

CARRINGTON BRAIN RESEARCH INSTITUTE, L.L.C.
6422 N. 30th Place
Phoenix, AZ 85020
"Assignee"



Jill K. Stamm, Manager

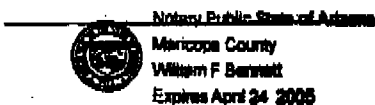
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 18th day of January, 2002, before me, the undersigned Notary Public, personally appeared JILL K. STAMM, known to me or satisfactorily proven to me to be the person named herein, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS, WHEREOF, I have hereunto set my hand and official seal.

William F. Bennett
Notary Public

My Commission Expires:



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 18th day of January, 2002, before me, the undersigned Notary Public, personally appeared Jill K. Stamm, the duly acting Manager of CARRINGTON BRAIN RESEARCH INSTITUTE, L.L.C., known to me or satisfactorily proven to me to be the person named herein, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS, WHEREOF, I have hereunto set my hand and official seal.

William F. Bennett
Notary Public

My Commission Expires:



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