

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Everest Biomedical Instruments Company, Inc.	06/19/2006

RECEIVING PARTY DATA

Name:	BS Holdings, Inc.
Street Address:	16690 Swingley Ridge Road
Internal Address:	Suite 140
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63017

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7054453
Application Number:	11337674
Application Number:	10545221
Application Number:	29238840
Application Number:	60540288
Application Number:	60719943
Application Number:	11195001
PCT Number:	US0309711
PCT Number:	US0533147
PCT Number:	US0303881
PCT Number:	US0503397

CORRESPONDENCE DATA

Fax Number: (202)408-4400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500244427

REEL: 019047 FRAME: 0548

OP \$440.00 7054453

Phone: 6174521675
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Correspondent Name: Finnegan Henderson Farabow Garrett & Du
Address Line 1: 901 New York Ave. NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	10329.0005, 10329.0006
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NAME OF SUBMITTER:	Eric P. Raciti
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Total Attachments: 4
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made as of June 19, 2006 (the "Effective Date"), by and between Everest Biomedical Instruments Company, Inc. ("Assignor") a Delaware corporation ("Everest") and BS Holdings, Inc., ("Assignee") a Delaware corporation ("BSH").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain patents;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patent. Effective the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignors' right, title and interest in, to and under the patent application set forth on Exhibit A attached hereto and hereby incorporated by reference herein, including without limitation (i) all inventions and improvements disclosed therein, (ii) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, (iii) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, and (iv) all rights to enforce including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Patents, throughout the world free and clear of any restrictions or encumbrances of any nature whatsoever ("Assigned Patents"). Assignor shall execute and deliver or shall cause to be executed and delivered all such additional transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Patents to Assignee granted herein as Assignee may reasonably request from time to time.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Patents.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patents, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably

deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Representations. Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Assigned Patents (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

"ASSIGNOR"

EVEREST BIOMEDICAL INSTRUMENTS
COMPANY, INC..

Mark W. Wright
Mark W. Wright, Chief Financial Officer

"ASSIGNEE"

BS HOLDINGS, INC.

Phillip E. Himmelstein
Phillip E. Himmelstein, President

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

STATE OF Missouri)
COUNTY OF St. Louis County) ss:

On this 19th day of June, 2006, there appeared before me Mark W. Wright, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

Maureen C. Oehler
Signed

My Commission Expires: Dec 18, 2009

Maureen C. Oehler
Printed

County of Residence: St. Louis

MAUREEN C. OEHLER
Notary Public - Notary Seal
Comm. Number 05811338
STATE OF MISSOURI
St. Louis County
My Commission Expires: Dec. 18, 2009

Patents

Patent Application Serial or Application Number / Patent Number	Country, Region, or Treaty	Title	Filing Date
7,054,453	United States	FAST ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS	March 21, 2002
11/337,674	United States	FAST ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS	Jan. 24, 2006
PCT/US2003/09711	PCT	FAST ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS	March 28, 2003
PCT/US2005/033147	PCT	METHOD FOR ADAPTIVE COMPLEX WAVELET BASED FILTERING OF EEG SIGNALS	Sept. 16, 2005
PCT/US2003/03881	PCT	APPARATUS FOR EVOKING AND RECORDING BIO- POTENTIALS	February 10, 2003
10/545,221	United States	APPARATUS FOR EVOKING AND RECORDING BIO- POTENTIALS	August 10, 2005
60/540,288	United States	WIRELESS BRAIN INTERFACE	January 29, 2004
PCT/US2005/03397	PCT	WIRELESS BRAIN INTERFACE	January 28, 2005
29/238,840	United States	ELECTRODE ARRAY	Sept. 22, 2005
60/719,943	United States	ELECTRODE ARRAY	Sept. 23, 2005
11/195,001	United States	METHOD FOR ASSESSING BRAIN FUNCTION AND PORTABLE AUTOMATIC BRAIN FUNCTION	August 2, 2005