

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BS Holdings, Inc.	06/19/2006
RECEIVING PARTY DATA	
Name:	BrainScope Company, Inc.
Street Address:	16690 Swingly Ridge Road
Internal Address:	Suite 140
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29298138
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.452.1600
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Correspondent Name:	Finnegan Henderson Farabow Garrett & Dun
Address Line 1:	55 Cambridge Parkway
Address Line 2:	Suite 700
Address Line 4:	Cambridge, MASSACHUSETTS 02142
ATTORNEY DOCKET NUMBER:	10329.0015-01000
NAME OF SUBMITTER:	Tricia Tedesco

OP \$40.00 29298138

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 BS Holdings, Inc. ("Assignor"), a Delaware limited corporation ("BSH"), and BrainScope Company, Inc., ("Assignee") a Delaware corporation ("Brainscope").

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

WHEREAS, pursuant to the terms of the Contribution 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 Assignor's 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.

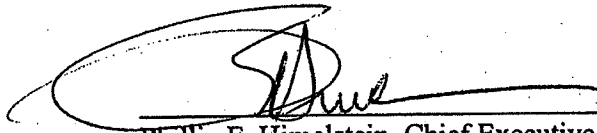
"ASSIGNOR"

BS HOLDINGS, INC.


Phillip E. Himmelstein, President

"ASSIGNEE"

BRAINSCOPE COMPANY, INC.


Phillip E. Himmelstein, Chief Executive Officer

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

STATE OF Indiana)
COUNTY OF Marion) ss:

On this 19th day of June, 2006, there appeared before me Phillip E. Himmelstein, 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.

Mr. Kim Richardson
Signed

M. Kim Richardson
Printed

My Commission Expires: January 13, 2013

County of Residence: Marion

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

I/1750333.2