

01-15-2010



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To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

01-14-10

1. Name of conveying party(ies)
NEUROTRAX CORPORATION

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: New Jersey Economic Development Authority
Internal Address: P.O. Box 990

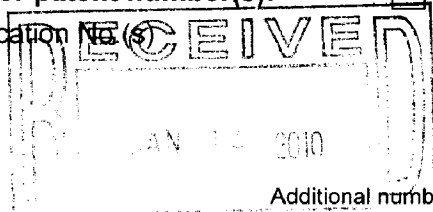
Street Address: 36 West State Street

City: Trenton
State: NJ
Country: USA Zip: 08625

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) SEPTEMBER 19, 2007
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No. (s) _____
B. Patent No. (s) _____
Schedule I attached _____
Additional numbers attached? Yes No



5. Name and address to whom correspondence concerning document should be mailed:
Name: Alice Adi, Closing Officer
Internal Address: NJEDA
P.O. Box 990
Street Address: _____

City: Trenton
State: NJ Zip: 08625
Phone Number: 609-292-1800
Fax Number: _____
Email Address: aadi@njeda.com

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name 01/14/2010 LMUELLER 00000036 6820037
01 FC:8021 40.00

9. Signature: Alice Adi _____ 1-11-10 _____
Signature Date
Name of Person Signing Alice Adi
Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SCHEDULE I

to

**PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

PART A: PATENTS

Patent number 6,820,037 Virtual Neuropsychological Testing Protocol; Filed September 6, 2001.

PATENT

REEL: 023796 FRAME: 0803

12

**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (together with all amendments, restatements, supplements and modifications, if any, from time to time hereto, this "Agreement"), dated as of September 19, 2007 is made by NEUROTRAX CORPORATION, having an address at 211 Warren Street, Suite 213, Newark, New Jersey 07103, a Delaware corporation ("Grantor"), in favor of NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY, having an address at 36 West State Street, PO Box 990, Trenton, New Jersey 08625-0990 ("Lender").

INTRODUCTION

Pursuant to that certain Convertible Loan Agreement dated as of the date hereof by and among Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), the Lender has, subject to certain terms and conditions, agreed to make certain loans (the "Loans") to Grantor. To induce Lender enter into the Agreement and other Transaction Documents (as defined in the Agreement) and to induce Lender to make the Loans as provided for in the Agreement, Grantor has agreed to grant a continuing security interest in the Collateral to secure the Obligations pursuant to the terms of the Security Agreement of this date between Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and certain other Transaction Documents, including, without limitation, this Agreement. The parties now desire to grant to Lender a continuing security interest in the Intellectual Property Collateral (as defined below) owned by Grantor to secure the Obligations. This Introduction shall be construed as part of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to **Schedule I** hereto;

(b) all of Grantor's Trademarks, including those referred to in Part B to **Schedule I** hereto;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to **Schedule I** hereto;

(d) all registrations for any of the foregoing, and all reissues, continuations or extensions of the foregoing, together with all rights to register and record all of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person (as defined in the Security Agreement) from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark, or (D) injury to the goodwill associated with any Trademark, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

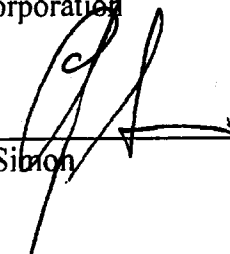
4. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Security Agreement, Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the UCC, may take such action permitted under the Security Agreement or permitted by law, in its absolute discretion, to foreclose upon the Intellectual Property Collateral covered hereby.

5. Acknowledgment. Grantor expressly acknowledges that, upon an event of default under the Transaction Documents, this Agreement shall be recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first written above.


Grantor

NEUROTRAX CORPORATION, a
Delaware corporation

By: 
Name: Ely Simon
Title: CEO

Lender

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

By: 
Name: Teri Dunlop
Title: Director-Closing Services