

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Stephen C. Suffin	12/17/2002
W. Hamlin Emory	12/18/2002
Leonard J. Brandt	12/19/2002

RECEIVING PARTY DATA

Name:	CNS Response, Inc.
Street Address:	2755 Bristol Street, Suite 285
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12575297

CORRESPONDENCE DATA

Fax Number: (415)904-6510

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

Phone: 415.904.6500

Email: aaeverson@medlencarroll.com

Correspondent Name: Medlen & Carroll, LLP

Address Line 1: 101 Howard Street, Suite 350

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

CNSR-16599

NAME OF SUBMITTER:

Abby Everson

Total Attachments: 7

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OP \$40.00 12575297

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PATENT
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Form PTO-1595	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. Department of Commerce Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Stephen C. Suffin W. Hamlin Emory Leonard J. Brandt	2. Name and address of receiving party(ies): CNS Response, Inc. 2755 Bristol Street, Suite 285 Costa Mesa, California 92626	
Additional name(s) of conveying party(ies) attached? No 3. Nature of conveyance: Assignment Execution Date: December 17, 2002 December 18, 2002 December 19, 2002	Additional name(s) & address(es) attached? No	
4. Title of Invention: Methods for Predicting Outcomes of a Therapy		
A. New Patent Application No.(s): 12/575,297	B. Patent No.(s): N.A.	
Additional numbers attached? No		
5. Name and address of party to whom correspondence concerning document should be mailed: Peter G. Carroll MEDLEN & CARROLL, LLP 101 Howard Street, Suite 350 San Francisco, California 94105	6. Total number of applications and patents involved: 1 7. Total fee(s): Payment in the amount of \$40 is submitted (\$40 Recordation fee). 8. Deposit Account Authorization: The Commissioner is hereby authorized to charge any additional fees or credit any overpayment to Deposit Account No. 08-1290 .	
DO NOT USE THIS SPACE		
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>		
Date: <u>February 5, 2010</u>	Signature:  Name: Thomas C. Howerton Reg. No.: 48,650	

ASSIGNMENT

WHEREAS, WE, Stephen C. Suffin; W. Hamlin Emory; and Leonard J. Brandt, ASSIGNORS, citizens of the United States, residing at Sherman Oaks, CA, Malibu, CA, and Laguna Hills, CA, are the inventors of the invention in ELECTROENCEPHALOGRAPHY BASED SYSTEMS AND METHODS FOR SELECTING THERAPIES AND PREDICTING OUTCOMES for which we have executed an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ _____

- ☒ which is identified by Pennie & Edmonds LLP docket no. 10701-008-999
☒ which was filed on July 11, 2002, Application No. 10/193,735

and WHEREAS, CNS RESPONSE, INC., ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 17 DECEMBER 2002 Stephen C. Suffin L.S.

Date _____, 2002 _____ L.S.

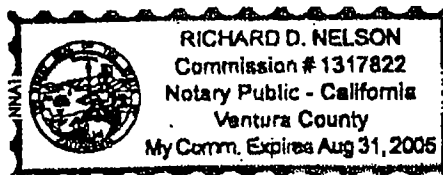
Date _____, 2002 _____ L.S.

State of California)

County of Ventura) SS.:

On 12/17, 2002, before me, Richard D. Nelson, Notary Public, personally appeared Stephen C. Suffin, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that (he)/she/they executed the same in (his)/her/their authorized capacity(ies), and that by (his)/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



ASSIGNMENT

WHEREAS, WE, Stephen C. Suffin; W. Hamlin Emory; and Leonard J. Brandt, ASSIGNORS, citizens of the United States, residing at Sherman Oaks, CA, Malibu, CA, and Laguna Hills, CA, are the inventors of the invention in **ELECTROENCEPHALOGRAPHY BASED SYSTEMS AND METHODS FOR SELECTING THERAPIES AND PREDICTING OUTCOMES** for which we have executed an application for a Patent of the United States

- 12.18.02
- ☒ which is executed on ☐ even date herewith or ☐ W. Hamlin Emory
- ☒ which is identified by Pennie & Edmonds LLP docket no. 10701-008-999
- ☒ which was filed on July 11, 2002, Application No. 10/193,735

and WHEREAS, CNS RESPONSE, INC., ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 12.18.02, 2002 W. Hamlin Emory L.S.

Date _____, 2002 _____ L.S.

Date _____, 2002 _____ L.S.

State of _____)
County of _____) SS.:

On _____, 2002, before me, _____, Notary Public, personally appeared Stephen C. Suffin, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

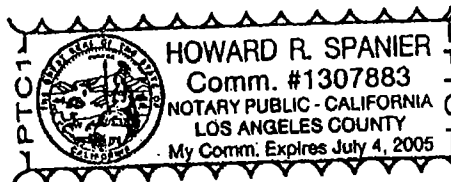
WITNESS my hand and official seal

STATE OF CALIFORNIA SS.:
County of LOS ANGELES

On DECEMBER 14, 2002, before me, HOWARD R. SPANIER, Notary Public,
personally appeared W. Hamlin Emory, personally known to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Howard R. Spanier
HOWARD R. SPANIER



State of
County of

} SS.:)

On _____, 2002, before me, _____, Notary Public,
personally appeared Leonard J. Brandt, personally known to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

ASSIGNMENT

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- ☐ which is executed on ☐ even date herewith or ☐ _____
☒ which is identified by Pennie & Edmonds as docket no. 10701-008-999
☒ which was filed on July 11, 2002, Application No. 10/193,735

and WHEREAS, CNS RESPONSE, INC., ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths; and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2002 _____ L.S.

Date _____, 2002 _____ L.S.

Date December 19th, 2002 Leonard J. Brandt L.S.

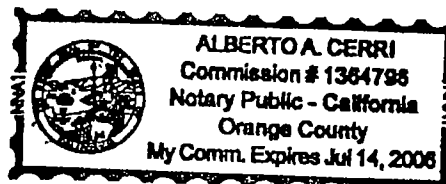
State of _____

County of _____ } SS.: _____

On DECEMBER 18, 2002, before me, ALBERTO A. CERRI, Notary Public, personally appeared Stephen C. Suffin, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Alberto A. Cerri



State of _____)
County of _____ } SS.:

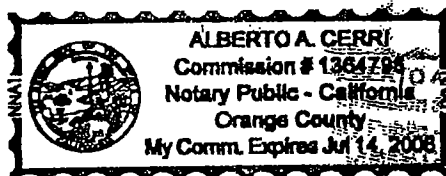
On _____, 2002, before me, _____, Notary Public,
personally appeared **W. Hamlin Emory**, personally known to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

State of _____)
County of _____ } SS.:

On DECEMBER 19, 2002, before me, ALBERTO A. CERRI, Notary Public,
personally appeared **Leonard J. Brandt**, personally known to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal





In accordance with C.F.R. 1.63(d)(iv), the
attached Assignment is to be used for
Continuation Appln Entitled: **Methods for
Predicting Outcomes of a Therapy**
Filed: 10/7/2009, Attorney Docket: CNSR-16599

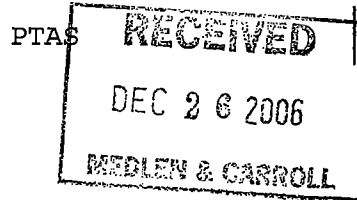
QCY

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 19, 2006

PETER G. CARROLL
MEDLEN & CARROLL, LLP
101 HOWARD STREET, SUITE 350
SAN FRANCISCO, CA 94105



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
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FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/29/2006

REEL/FRAME: 018650/0602

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).
DOCKET NUMBER: CNSR-11096

ASSIGNOR:
SUFFIN, STEPHEN C.

DOC DATE: 12/17/2002

ASSIGNOR:
EMORY, W. HAMLIN

DOC DATE: 12/18/2002

ASSIGNOR:
BRANDT, LEONARD J.

DOC DATE: 12/19/2002

ASSIGNEE:
CNS RESPONSE INC.
33171 CAMINO CAPISTRANO, SUITE A
SAN JUAN CAPISTRANO, CALIFORNIA

92675-4837