

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Francesco BIANCHI-DEMICHELI	02/24/2009
Stephanie ORTIGUE	02/24/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Brain & Science LLC
<b>Street Address:</b>	502 East John St
<b>Internal Address:</b>	c/o CSC Services of Nevada, Inc.
<b>City:</b>	Carson City
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89706
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11845179
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(071)230-1001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	01141 71 230 1000
<b>Email:</b>	secretary@patentinfo.net
<b>Correspondent Name:</b>	MOETTELI & Associates SaRL
<b>Address Line 1:</b>	St. Leonhardstrasse 4
<b>Address Line 4:</b>	CH-9000 St. Gallen, SWITZERLAND
<b>ATTORNEY DOCKET NUMBER:</b>	PUS-B025-001
<b>NAME OF SUBMITTER:</b>	Jasmin Hug

Total Attachments: 12  
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**501364703**

**PATENT**  
**REEL: 025404 FRAME: 0283**

**CH \$40.00 11845179**

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application No.: 11/845,179	§	Filing Date: 08/27/2007
	§	
Title: SYSTEM & METHOD FOR DETECTING A SPECIFIC COGNITIVE- EMOTIONAL STATE IN A SUBJECT	§	Conf. No.8284
	§	
Applicants: Bianchi-Demicheli et al	§	Old Atty. Docket No: PUS-U001-006----- NEW Atty. Docket No: PUS-B025-001

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CERTIFICATE OF TRANSMISSION UNDER 37 CFR §1.8. I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office

On \_\_\_\_\_  
Typed or printed name of person signing this certificate: \_\_\_\_\_  
Signature of person signing this certificate: \_\_\_\_\_

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**REQUEST FOR RECORDATIONS OF ASSIGNMENTS**

To be filed via EFS-webfile or via fax to: 001 571 273 8300

Mail Stop Assignment Services  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450  
U.S.A.

Dear Sir,

Attached please find two redacted assignments and corresponding cover letters showing the chain of transfer in this case.

The first assignment ("Accord de cession") was signed between the applicant in the PCT procedure, Les Hôpitaux Universitaires de Genève, assignor, and Dr. Francesco Bianchi-Demicheli, a named co-inventor with Dr. Stéphanie Ortigue, assignees.

The second assignment was signed between Dr. Bianchi-Demicheli and Dr. Stéphanie Ortigue, assignors, and Brain & Science LLC, assignee.

We kindly request that you duly record these assignments. The undersigned authorizes the Commissioner to debit our deposit account No. 50-2621 to cover the recordation.

If there are any questions, please contact the undersigned at moetteli@patentinfo.net or at 011-4171-230-1000 or fax at 011-4171-230-1001.

Respectfully submitted,



John Moetteli  
U.S. Reg. No. 35,289  
US and International Patent and  
Trademark Attorney-at-law

Date: Nov 20, 2010

Encl.: - two assignments including cover letters

### RECORDATION FORM COVER SHEET PATENTS ONLY

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

**1. Name of conveying party(ies)**

LES HOPITAUX UNIVERSITAIRES DE GENEVE

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 11/27/2008

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Francesco BIANCHI-DEMICHELI

Internal Address: \_\_\_\_\_

Street Address: Chemin de l'Aralliére 42

City: CH-1234 Vessy

State: \_\_\_\_\_

Country: Switzerland

Zip: \_\_\_\_\_

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

**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)

11/845,179

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: MOETTEL & Associés SA

Internal Address: \_\_\_\_\_

Street Address: St. Leonhardstrasse 4

City: CH-9000 St. Gallen

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: 01141 71 230 1000

Fax Number: 01141 71 230 1001

Email Address: moettel@patentinfo.net

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

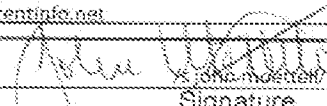
- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-2621

Authorized User Name John Moetzel

**9. Signature:**

  
Signature

30 November 2010

Date

John Moetzel, Reg. No. 35,289

Name of Person Signing

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 1460, Alexandria, V.A. 22313-1460

Form PTO-1595

Additional receiving party:

Stéphanie ORTIGUE  
318 Avenue Alphonse Daudet  
F-73290 La Motte Servolex  
France

## ACCORD DE CESSION

ENTRE

LES HOPITAUX UNIVERSITAIRES DE GENEVE,  
24, rue Micheli-du-Crest, 1211 Genève 14,  
ci-après « HUG » d'une part

ET

Dr. Francesco BIANCHI-DEMICHELI, de nationalité suisse,  
Chemin de l'Argillère 42, 1234 Vessy,  
ci-après « L'INVENTEUR » d'autre part

Il a été tout d'abord exposé ce qui suit:

- i. L'INVENTEUR en sa qualité d'employé des HUG a soumis au Bureau de Transfert de technologies et de compétences des HUG (UNITEC) une annonce d'invention, datée du 7 août, 2006, intitulée « LoveSoft » qui a par la suite été renommée « IPETECH » (ci-après « Technologie »), dont copie est jointe en Annexe A.
- ii. Une procédure de protection de la Technologie a été initiée par une demande d'enregistrement par les HUG pour un brevet provisoire US N° 60823531 en date du 25 août 2006 et a été complétée par d'autres demandes de brevets US et étendue dans plusieurs territoires via un dépôt de demande de brevet PCT. (Ci-après les « Brevets » dont la liste est jointe en Annexe B).
- iii. Les HUG ne souhaitent poursuivre ni la valorisation commerciale de cette Technologie ni la procédure de protection des Brevets.
- iv. L'INVENTEUR atteste qu'à sa connaissance il n'y a pas d'autre inventeur employé des HUG et il s'engage à régulariser les procédures liées aux Brevets, notamment auprès de l'USPTO et à prendre à sa charge les frais de retard y relatifs.

Compte-tenu de ce qui précède, les parties conviennent de ce qui suit:

Article 1  
Cession

1.1 Les HUG confirment qu'à ce jour aucun accord de valorisation lié aux brevets n'a été signé avec des tiers, mis à part une option, qui est terminée et n'a pas été exercée.

1.2 Les HUG cèdent, par le présent accord à L'INVENTEUR, qui l'accepte, leur part de propriété dans les Brevets et droits y afférant ainsi que dans la Technologie.

1.3 L'INVENTEUR atteste que l'ensemble des résultats significatifs liés à la Technologie est décrit dans l'Annexe A de cet Accord. Tout autre résultat lié à la Technologie obtenu par L'INVENTEUR dans l'exercice de ses fonctions hospitalières aux HUG ne pourra faire l'objet d'une demande de brevet sans l'autorisation écrite des HUG.

1.4 Dans la mesure de leurs possibilités, si cela s'avère indispensable, les HUG s'engagent à prêter leur assistance à L'INVENTEUR dans toute procédure de protection des Brevets. L'INVENTEUR remboursera aux HUG les frais y relatifs.

Article 2  
Prix

2.1 En contrepartie de cette cession l'INVENTEUR s'engage à payer aux HUG :

CHF 1.- (un Franc Suisse), que les HUG confirment avoir déjà reçu.

- une redevance égale à 1% (un pour cent) de sa part sur le chiffre d'affaires réalisé par les ventes nettes directes de produits couverts par les Brevets.
- une redevance égale à 15% (quinze pour cent) du chiffre d'affaires qu'il aura réalisé au titre de l'exploitation directe (licences) et indirecte (sous-licence) de sa part des Brevets par des tiers.

Pour les versements aux HUG :

Banque : B.C.G. (Banque Cantonale de Genève)

No du Compte : S 0775.00.52

Nom du Compte : Hôpitaux Universitaires de Genève

No du Clearing: 788

No IBAN : CH35 0076 8001 5077 5005 2

No SWIFT : BCGECHGG

Référence : numéro de facture

Article 3



### Devoir d'information

Si l'INVENTEUR ou l'INVENTEUR et le Dr ORTIGUE ne souhaitait (souhaitaient) plus exploiter et/ou maintenir en vigueur sa (leur) part des Brevets ou de l'un des Brevets, l'INVENTEUR ou l'INVENTEUR et le Dr Ortigue devrait (devraient) en avvertir les HUG par lettre recommandée dans un délai suffisant pour que les HUG soient en mesure, de sauvegarder les droits délaissés par l'INVENTEUR.

### Article 4 Garanties

Cette cession est accordée sans garantie d'aucune sorte. Les HUG ne pourront pas être tenus responsables, notamment en cas d'invalidité ou de nullité d'un des Brevets et en cas de dommages causés à autrui par l'utilisation de la Technologie et/ou des Brevets.

### Article 5 Utilisation à des fins de recherche et d'enseignement

Les HUG seront en droit d'utiliser la Technologie dans un but non-commercial pour leurs propres activités de recherche, d'enseignement et de soins.

### Article 6 Frais

Mis à part les montants déjà effectivement payés par les HUG, l'INVENTEUR assume tous les frais des Brevets pouvant être adressés aux HUG, notamment ceux relatifs au présent accord et à son inscription auprès des différents registres et administrations concernés. A la demande de l'inventeur, les HUG s'engagent à lui fournir des attestations du présent accord.

### Article 7 Date d'effet

Le présent Accord entre en vigueur dès sa signature par les parties. Une fois que la cession sera entrée en vigueur, aucune mention ou référence aux HUG ne pourra être faite ou utilisée par l'INVENTEUR sans l'accord écrit des HUG.

### Article 8 Droit applicable et for

Le présent Accord est soumis au droit suisse.

Tous litiges relatifs à cet Accord, à son interprétation et à son exécution sont soumis à la compétence exclusive des Tribunaux de la République et Canton de Genève sous réserve d'un droit de recours au Tribunal Fédéral. Au préalable, les parties devront essayer de trouver une solution à l'amiable.

Fait, à Genève, le 27 nov. 08... en quatre originaux

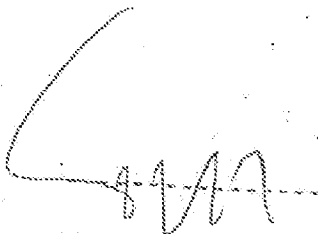
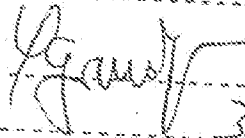
POUR LES HUG :

François Taillard  
Directeur général adjoint

Date :

Yves Pierre Grandjean  
Secrétaire général

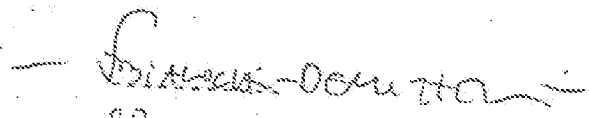
Date :

  
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7/10/08

POUR le DR. Francesco BIANCHI-DEMICHELI :

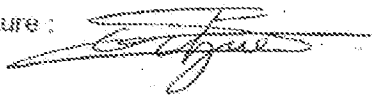
Dr Francesco BIANCHI-DEMICHELI

Date :

  
-----  
Dr. Francesco 2008

En tant que co-inventrice des Brevets susmentionnés, je soussignée, Dr. Stéphanie  
Ortigue, née le 27/03/1974, de nationalité française comprend et accepte le présent  
accord.

Signature :



19 Novembre, 2008

## RECORDATION FORM COVER SHEET PATENTS ONLY

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

**1. Name of conveying party(ies)**

BIANCHI-DEMICHELI Francesco  
 ORTIGUE Stephanie

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 02/24/2009

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Brain & Science LLC

Internal Address: c/o ESC Services of Nevada, Inc.

Street Address: 302 East John St

City: Carson City

State: NV

Country: USA Zip: 89706

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

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

11/845,179

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: MOETTELI & Associés SARL

Internal Address: \_\_\_\_\_

Street Address: St. Leonhardstrasse 4

City: CH-9006 St. Gallen

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: 01141 71 230 1000

Fax Number: 01141 71 230 1001

Email Address: moetteli@patentinfo.net

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

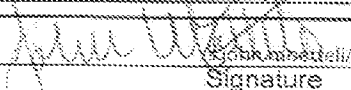
- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-2621

Authorized User Name John Moetteli

**9. Signature:**

  
 Signature

30 November 2010  
 Date

John Moetteli, Reg. No. 35,289  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

4

**INTELLECTUAL PROPERTY ASSIGNMENT**  
(including Patents, Copyrights and Know-How)

Between

BIANCHI-DEMICHELI, Francesco of Chemin de l'Argillière 42, CH-1234 Vessy/GE,  
SWITZERLAND, and  
ORTIGUE, Stéphanie of 16 chemin de la gradelle, 1224 Chêne-Bougeries/GE,  
SWITZERLAND

(hereinafter referred to collectively as the "ASSIGNORS")

And

BRAIN & SCIENCE LLC, a limited liability company governed by US laws with its  
registered seat at CSC Services of Nevada, Inc, 502 East John St, Carson City, NV  
89706 duly represented by Edith Jacober (hereinafter called the "ASSIGNEE").

(The ASSIGNOR and ASSIGNEE are referred to together as the "PARTIES")

**PREAMBLE**

Whereas the ASSIGNORS are the inventors of a "behavioral method for detecting a  
specific cognitive-emotional state in a subject" (hereinafter referred to as "the  
INVENTION")

Whereas the ASSIGNORS have filed the following patent applications for the  
INVENTION (hereinafter the "PATENTS"):

- #1) US patent application Serial No. 11/845,066 -- filed on August 25, 2007
  - #2) US patent application Serial No. 11/845,179 -- filed on August 25, 2007
  - #3) WIPO PCT patent application No. PCT/IB2007/002455 -- filed on August 27, 2007
- and such further related US patent applications, international applications and/or national  
applications or divisional applications as may be filed.

Whereas BRAIN & SCIENCE LLC is interested in acquiring the entire worldwide right,  
title, and interest in and to the INVENTION including the PATENTS, copyrights, data,  
software (source code and object code), and know-how belonging to ASSIGNORS  
relating to or necessary for making, using, selling or commercializing the INVENTION,  
and including the exclusive right to claim priority to the abovementioned applications, and  
all rights and privileges under Patents and Designs of all sorts (utility, design, model,  
Gebrauchsmuster, etc.) which may be granted thereon throughout the world, including all  
rights, if any, throughout the entire world to sue for all infringements, including past  
infringements which may have occurred before the execution of this assignment  
(hereinafter referred to as the "INTELLECTUAL PROPERTY RIGHTS").

Now therefore the Parties agree to the following terms and conditions:

FbD

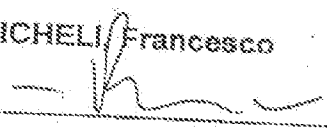
1. The ASSIGNORS assigns, transfers and hands over to the ASSIGNEE the INTELLECTUAL PROPERTY RIGHTS to the INVENTION.
2. The ASSIGNEE agrees to pay a total price of CHF 10,000 (ten thousand Swiss francs) for the assignment of INTELLECTUAL PROPERTY RIGHTS to the ASSIGNORS which will be paid in equal parts of CHF 5000 (five thousand Swiss francs) to each ASSIGNOR at the signing of this Agreement.
3. The ASSIGNORS agrees without charge to said ASSIGNEE but at the ASSIGNEE's expense (a) to execute (i) all necessary papers to be used in connection with this application and any additional, continuing, or divisional applications, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or any additional, continuing, or divisional application thereof, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and in going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.
4. The ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any application or any additional, continuing, or divisional applications thereof to the ASSIGNEE, his successors and assigns.
5. ASSIGNOR hereby jointly and severally covenant and warrant that: (i) they have full rights to convey the entire right, title, and interest by this instrument, free of any encumbrances; (ii) there are no additional inventors to the Invention; (iii) they have provided ASSIGNEE with all relevant information relating to the Invention, and in particular the best mode of practicing the Invention; (iv) they hereby and irrevocably renounce all moral rights and any other inalienable rights they may have in the Invention, and (v) no other agreement has been or will be executed in conflict herewith.
6. ASSIGNOR hereby grants to John Moetteli, Reg. No. 35,289, Sherman D. Pemia, Reg. No. 34,404, Sharon Gobat, Reg. No. 44,730 and to Jeremy Lack, Reg. No. 35,813 of the firm of ALTENBURGER of Geneva the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent Office or a Patent Office of any foreign country.
7. If any of the terms of this Agreement are deemed unreasonable, void, illegal or unenforceable by any court, tribunal, such terms are to be severed from this Agreement and replaced by other provisions to be agreed upon between the Parties valid in form and substance and which shall accomplish as nearly as

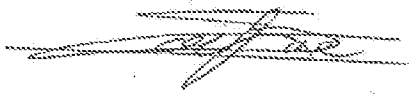
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possible the purpose and intent of the Parties and it is the intention of the parties that the remaining terms continue to have full force and effect.

8. This Agreement is constituted under and governed by the laws of Switzerland/and the terms shall be construed accordingly. The parties hereto submit to the exclusive jurisdiction of the courts of Geneva.

ASSIGNORS

Date: X 24-2-2009 BIANCHI-DEMICHELI, Francesco  
Signature 

Date: X 24-02-2009 ORTIGUE, Stephanie  
Signature 

ASSIGNEE

Date 24.02.2009 for BRAIN & SCIENCE LLC  
Signature(s)

