

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/28/2011
CONVEYING PARTY DATA	
Name	Execution Date
NeuroFocus, Inc.	04/28/2011
RECEIVING PARTY DATA	
Name:	TNC (US) Holdings Inc., a New York Corporation
Street Address:	770 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12357322
CORRESPONDENCE DATA	
Fax Number:	(312)580-9696
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ATTORNEY DOCKET NUMBER:	20225/023
NAME OF SUBMITTER:	Sergio D. Filice
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REDACTED

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

by and among

NEUROFOCUS, INC.,

ANANTHA PRADEEP,

CAROLINE WINNETT,

ROBERT KNIGHT,

RAMACHANDRAN GURUMOORTHY,

KNIGHT AND SCABINI 2007 TRUST

TNC (US) HOLDINGS, INC.

and

NF MERGERSUB, INC.

Dated as of April 28, 2011

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER**, dated as of April 28, 2011 (this “Agreement”), by and among **TNC (US) HOLDINGS, INC.**, a New York corporation (the “Purchaser”), **NF MERGERSUB, INC.**, a California corporation (“Merger Sub”), **NEUROFOCUS, INC.**, a California corporation (the “Company”), **ANANTHA PRADEEP** (“Pradeep”), **CAROLINE WINNETT** (“Winnett”), **ROBERT KNIGHT** (“Robert Knight”), **KNIGHT AND SCABINI 2007 TRUST** (a trust controlled by Robert Knight, and for purposes of this Agreement such trust and Robert Knight shall together be referred to herein, as applicable, as “Knight”), and **RAMACHANDRAN GURUMOORTHY** (“Gurumoorthy”; and together with Pradeep, Winnett and Knight, each a “Principal Shareholder” and collectively, the “Principal Shareholders”). Certain terms used in this Agreement and not defined in the body of this Agreement have the meanings given to such terms in Section 10.1.

WITNESSETH:

WHEREAS, the Principal Shareholders own an aggregate of [REDACTED] shares of the issued and outstanding shares of common stock, having no par value per share (the “Common Stock”) of the Company, which constitutes [REDACTED] of the issued and outstanding capital stock of the Company on a Fully Diluted Basis;

WHEREAS, Purchaser owns [REDACTED] shares of the Common Stock, constituting [REDACTED] of the issued and outstanding shares of the Common Stock on a Fully Diluted Basis; **Redacted**

WHEREAS, the shareholders of the Company (other than the Principal Shareholders and Purchaser) listed on **Annex A** hereto (the “Other Shareholders”, and together with the Principal Shareholders and Purchaser, the “Shareholders”) own an aggregate of [REDACTED] shares of the Common Stock, which constitutes [REDACTED] of the issued and outstanding shares of the Common Stock on a Fully Diluted Basis; **Redacted**

Redacted

Redacted

WHEREAS, the Company is engaged in the business of providing (by itself and through its subsidiaries) services relating to “neuro-marketing” and “neuro-design”, consumer behavior, reaction and auto-response research and analysis in connection with marketing, branding, product development, packaging, in-store marketing, entertainment and other marketing channels (the “Business”);

WHEREAS, the Purchaser wishes to acquire 100% of the issued and outstanding shares of capital stock of the Company that it does not own by purchasing all of the Common Stock held by the non-Purchaser Equityholders and to provide for the termination of all outstanding Options to acquire shares of capital stock of the Company;

WHEREAS, the Purchaser owns 100% of the issued and outstanding shares of capital stock of Merger Sub;

[REDACTED]

Redacted

[REDACTED]

Redacted

[REDACTED]

Redacted

[REDACTED]

Redacted

[REDACTED]

Redacted

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I

MERGER

Section 1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the CGCL, Merger Sub shall be merged with and into the Company, effective as of the Effective Time (as such term is defined in Section 1.2 below). Following the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all of the rights and obligations of Merger Sub in accordance with the CGCL.

Section 1.2 Effective Time. At the Closing, the parties hereto shall cause the Merger to be consummated by executing and filing an agreement of merger (the "Agreement of Merger") with the Secretary of State of the State of California in substantially the form attached hereto as **Exhibit D** and in accordance with the relevant provisions of the CGCL (the date and time of acceptance of the filing of the Agreement of Merger by the Secretary of State of the State of California, or such later time as is specified in the Agreement of Merger, being the "Effective Time") and shall make all other filings or recordings required under the CGCL in connection with the Merger.

Section 1.3 Effect of the Merger. At and after the Effective Time, the effects of the Merger shall be as provided in this Agreement, the Agreement of Merger and the applicable provisions of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the rights and property of Merger Sub and the Company shall vest in the Surviving Corporation, and all debts and liabilities of Merger Sub and the Company shall become the debts and liabilities of the Surviving Corporation.

[REDACTED]

[REDACTED] Redacted

[REDACTED] Redacted

[REDACTED] Redacted

[REDACTED]

Redacted

[REDACTED]

Redacted

[REDACTED]

Redacted

Section 3.13 Intellectual Properties. Schedule 3.13 sets forth a true, accurate and complete list of all (a) patents, patent applications, registered trademarks, applications for

registered trademarks, registered service marks, applications for registered service marks, registered copyrights and applications for registered copyrights which are used in connection with the Business (the "Registered IP") , and (b) all unregistered trademarks, unregistered service marks and unregistered copyrights which are used in connection with the Business (the "Unregistered IP") .

Redacted

ARTICLE X

DEFINITIONS; RULES OF CONSTRUCTION

Section 10.1 Definitions. When used in this Agreement, each of the terms and words set forth in this Section 10.1 shall have the meanings given below; other terms are defined throughout the body of this Agreement:

[REDACTED]

Redacted

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Redacted

[REDACTED]

[REDACTED]

Redacted

[REDACTED]
[REDACTED]
[REDACTED] Redacted

"Intellectual Property" means and shall include, without limitation, any or all of the following and all rights associated therewith, all United States and foreign (as applicable): (a) patents, and applications therefor, and all reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof; (b) inventions (whether patentable or not), invention disclosures and improvements; (c) trade secrets, confidential and proprietary information, know how, technology, technical data, customer lists, financial and marketing data, pricing and cost information, business and marketing plans, databases and compilations of data, rights of privacy and publicity, and all documentation relating to any of the foregoing; (d) copyrights, copyright registrations and applications therefor, unregistered copyrights, the content of all World Wide Web sites and all other rights corresponding thereto throughout the world; (e) mask works, mask work registrations and applications therefor; (f) industrial designs and any registrations and applications therefor; (g) trade names, corporate names, logos, trade dress, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith; (h) Internet domain names and Web sites, including all software and applications, and all components and/or modules thereof used in connection therewith; and (i) computer software including all source code, object code, firmware, development tools, files, records and data.

"Intellectual Property of the Company" means any Intellectual Property that is: (a) owned by or exclusively licensed to the Company or its subsidiaries, including Registered IP and Unregistered IP, or (b) used in the operation of the Business (including the design, manufacture and use of the products and services of the Company and its subsidiaries) as it currently is operated, but shall not include any Off-the-Shelf Software or any rights in or to materials created for clients as "work-made-for-hire" or which are subject to an assignment in favor of clients of the Company or its subsidiaries.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Redacted

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Redacted

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Redacted

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger, on the day and year first above written.

TNC (US) HOLDINGS, INC.

By: Harris Black

Name: Harris Black

Title: Vice President

NF MERGERSUB, INC.

By: _____

Name: Thomas Mastrelli

Title: President

NEUROFOCUS, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger, on the day and year first above written.

TNC (US) HOLDINGS, INC.

By: _____
Name: Harris Black
Title: Vice President

NF MERGERSUB, INC.

By: Thomas B. Mastrelli
Name: Thomas Mastrelli
Title: President

NEUROFOCUS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger, on the day and year first above written.

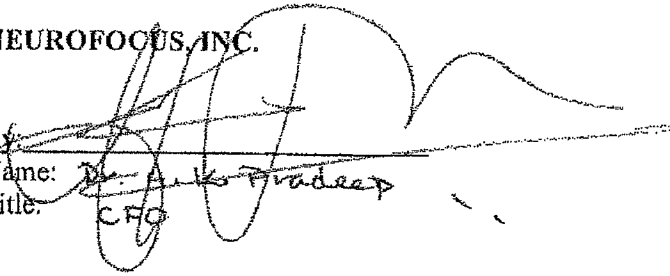
TNC (US) HOLDINGS, INC.

By: _____
Name:
Title:

NF MERGERSUB, INC.

By: _____
Name:
Title:

NEUROFOCUS, INC.

By: 
Name: Dr. A. K. Pradeep
Title: CFO

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

PATENT
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THE PRINCIPAL SHAREHOLDERS:



Anantha Pradeep

Caroline Winnett

Robert Knight

Ramachandran Gurumoorthy

KNIGHT AND SCABINI 2007 TRUST

By: _____
Name: _____
Title: _____

THE PRINCIPAL SHAREHOLDERS:

Anantha Pradeep

Caroline Winnett

Robert Knight

Ramachandran Gurumoorthy

KNIGHT AND SCABINI 2007 TRUST

By: _____

Name: _____

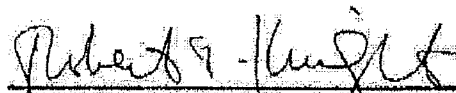
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SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

THE PRINCIPAL SHAREHOLDERS:

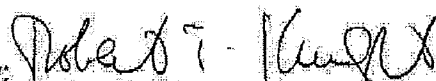
Anantha Pradeep

Caroline Winnett


Robert Knight

Ramachandran Gurumoorthy

KNIGHT AND SCABINI 2007 TRUST

By: 

Name: Robert T. KNIGHT

Title: Trustee

THE PRINCIPAL SHAREHOLDERS:

Anantha Pradeep

Caroline Winnett

Robert Knight



Ramachandran Gurumoorthy

KNIGHT AND SCABINI 2007 TRUST

By: _____
Name:
Title:

Section 3.13 Intellectual Properties

Registered IP

NeuroFocus owns the Patent “NeuroImaging as a Marketing Tool,” U.S. Patent # 6,099,319 (the “fMRI Patent”), in addition to making the following applications:

Docket Number	Title	Serial Number	Status
NFCSP001US ¹	Analysis Of Marketing And Entertainment Effectiveness Using Central Nervous System, Autonomic Nervous System, And Effector Data	12/056,190	Published
NFCSP001CN	Analysis Of Marketing And Entertainment Effectiveness	200880017883.X	Published
NFCSP001EP	Analysis Of Marketing And Entertainment Effectiveness	8744383.4	Published
NFCSP001IL	Analysis Of Marketing And Entertainment Effectiveness	201187	Pending
NFCSP001IN	Analysis Of Marketing And Entertainment Effectiveness	6145/CHENp/2009	Pending
NFCSP001JP	Analysis Of Marketing And Entertainment Effectiveness	2010-501190	Published
NFCSP001KR	Analysis Of Marketing And Entertainment Effectiveness	2009-7022551	Pending
NFCSP002US	Protocol Generator And Presenter Device For Analysis Of Marketing And Entertainment Effectiveness	12/056,211	Published
NFCSP003US	Intra-Modality Synthesis Of Central Nervous System, Autonomic Nervous System, And Effector Data	12/056,221	Published

¹ All Docket Numbers ending in “US” refer to U.S. patent applications.

NFCSP004US	Cross-Modality Synthesis Of Central Nervous System, Autonomic Nervous System, And Effector Data	12/056,225	Published
NFCSP005US	Neuro-Informatics Repository System	12/113,863	Published
NFCSP005EP	Neuro-Informatics Repository System	08747389.8	Published
NFCSP005JP	Neuro-Informatics Repository System	2010-506646	Published
NFCSP006US	Neuro-Feedback Based Stimulus Compression Device	12/113,870	Published
NFCSP007US	Habituation Analyzer Device Utilizing Central Nervous System, Autonomic Nervous System And Effector System Measurements	12/122,240	Published
NFCSP008US	Audience Response Measurement And Tracking System	12/122,253	Published
NFCSP009US	Neuro-Physiology And Neuro-Behavior Based Stimulus Targeting System	12/122,262	Published
NFCSP010US	Multi-Market Program And Commercial Response Monitoring System Using Neuro-Response Measurements	12/135,066	Published
NFCSP010CN	Multi-Market Program And Commercial Response Monitoring System Using Neuro-Response Measurements	200880019166.0	Published
NFCSP010EP	Multi-Market Program And Commercial Response Monitoring System Using Neuro-Response Measurements	08770372.4	Published

NFCSP010IN	Multi-Market Program And Commercial Response Monitoring System Using Neuro-Response Measurements	6723/CHENP/2009	Published
NFCSP011US	Audience Response Analysis Using Simultaneous Electroencephalography (EEG) And Functional Magnetic Resonance Imaging (fMRI)	12/135,074	Published
NFCSP012US	Entity And Relationship Assessment And Extraction Using Neuro-Response Measurements	12/182,851	Published
NFCSP013US	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	12/182,874	Published
NFCSP013CN	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	200880101500.7	Published
NFCSP013EP	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	08796890.5	Published
NFCSP013IL	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	203176	Pending
NFCSP013IN	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	4438/KOLNP/2009	Pending
NFCSP013JP	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	2010-520159	Published
NFCSP013KR	Neuro-Response Stimulus And Stimulus Attribute Resonance Estimator	2010-7001406	Pending

NFCSP014US	Stimulus Placement System Using Subject Neuro-Response Measurements	12/199,557	Published
NFCSP015US	Consumer Experience Assessment System	12/199,583	Published
NFCSP015CN	Consumer Experience Assessment System	200880104982.1	Published
NFCSP015EP	Consumer Experience Assessment System	08798799.6	Published
NFCSP015IL	Consumer Experience Assessment System	203177.00	Pending
NFCSP015IN	Consumer Experience Assessment System	4441/KOLNP/ 2009	Pending
NFCSP015JP	Consumer Experience Assessment System	2010-523112	Published
NFCSP015KR	Consumer Experience Assessment System	2010-7003052	Pending
NFCSP016US	Consumer Experience Portrayal Effectiveness Assessment System	12/199,596	Published
NFCSP017US	Content Based Selection And Meta Tagging Of Advertisement Breaks	12/200,813	Published
NFCSP018US	Personalized Content Delivery Using Neuro-Response Priming Data	12/234,372	Published
NFCSP019US	Incented Response Assessment At A Point Of Transaction	12/135,069	Published
NFCSP020US	Analysis of Marketing and Entertainment Effectiveness Using Magnetoencephalography	12/234,388	Published
NFCSP021US	Methods and Apparatus For Providing Video with Embedded Media	12/357,302	Published
NFCSP022US	Methods and Apparatus For Providing Alternate Media for Video Decoders	12/357,315	Published
NFCSP022WO	Methods and Apparatus For Providing Alternative Stimulus	PCT/US2010/021535	Published

NFCSP023US	Methods and Apparatus for Providing Personalized Media in Video	12/357,322	Published
NFCSP024PUS	Brain Pattern Analyzer Device Utilizing Central Nervous System, Autonomic Nervous System And Effector System Measurements	61/120,938	Converted
NFCSP024US	Brain Pattern Analyzer Using Neuro-Response Data	12/544,921	Published
NFCSP024WO	Brain Pattern Analyzer Using Neuro-Response Data	PCT/US2009/065368	Published
NFCSP025US	EEG Triggered FMRI Signal Acquisition	12/544,934	Published
NFCSP026US	Neurologically Informed Morphing	12/391,915	Published
NFCSP027US	Personalized Media Morphing	12/391,891	Published
NFCSP028US	Dry Electrodes for Electroencephalography	12/546,586	Published
NFCSP029US	Distributed Neuro-Response Data Collection and Analysis	12/544,958	Published
NFCSP029USC1	Distributed Neuro-Response Data Collection and Analysis	12/846,242	Published
NFCSP030US	Neurological Profiles for Market Matching and Stimulus Presentation	12/410,380	Published
NFCSP031US	Presentation Measure Using Neurographics	12/410,372	Published
NFCSP032US	Personalized Stimulus Placement in Video Games	12/413,297	Published
NFCSP033US	Analysis of the Mirror Neuron System for Evaluation of Stimulus	12/545,455	Published
NFCSP033EP	Analysis of the Mirror Neuron System for Evaluation of Stimulus	10173095.0	Published

NFCSP033JP	Analysis of the Mirror Neuron System for Evaluation of Stimulus	2010-184499	Published
NFCSP034US	Analysis of Controlled and Automatic Attention for Introduction of Stimulus Material	12/608,660	Published
NFCSP035US	Generating Ratings Predictions Using Neuro-Response Data	12/608,685	Pending
NFCSP035CN	Generating Ratings Predictions Using Neuro-Response Data	201010602628.0	Pending
NFCSP035EP	Generating Ratings Predictions Using Neuro-Response Data	10189294.1	Pending
NFCSP035IN	Generating Ratings Predictions Using Neuro-Response Data	1181/KOL/2010	Pending
NFCSP036US	Intracuster Content Management Using Neuro-Response Priming Data	12/608,696	Pending
NFCSP037US	Advertisement Exchange		Closed
NFCSP038US	Advertisement Exchange Using Neuro-Response Data	12/622,292	Pending
NFCSP038WO	Advertisement Exchange Using Neuro-Response Data	PCT/US2010/055880	Pending
NFCSP039US	Multimedia Advertisement Exchange	12/622,312	Pending
NFCSP039WO	Multimedia Advertisement Exchange	PCT/US2010/055881	Proposed
NFCSP040US	Discrete Choice Modeling Using Neuro-Response Data	12/731,868	Pending
NFCSP041PUS	Neurological Sentiment Tracking System	61/314,939	Expired
NFCSP041PUS	Neurological Sentiment Tracking System	13/045,457	Pending
NFCSP042US	Mechanisms For Collecting Electroencephalography Data	12/778,810	Pending

NFCSP043US	Neuro-Response Data Synchronization	12/778,828	Pending
NFCSP044PUS	Methods And Apparatus For Providing Advocacy As Advertisement	61/332,883	Pending
NFCSP045PUS	Methods And Apparatus For Providing Remuneration For Advocacy	61/332,887	Pending
NFCSP046US	Neuro-Response Evaluated Stimulus In Virtual Reality Environments	12/853,197	Pending
NFCSP047US	Biometric Aware Content Presentation	12/884,034	Pending
NFCSP048US	Neurologically Effective Virtual Reality Environments	12/868,531	Pending
NFCSP049US	Neurological Post-Purchase Assessment	12/913,102	Pending
NFCSP050US	Location Aware Presentation Of Stimulus Material	12/853,213	Pending
NFCSP051P ¹	Intelligent Interfaces Based On Neurological And Physiological Measures	61/388,495	Pending
NFCSP052P ²	Neurological Matching System	61/389,069	Pending
NFCSP053P ³	Effective Data Presentation In Social Networks	61/409,876	Pending
NFCSP054P ⁴	Location Aware Advocacy	61/409,880	Pending
NFCSP055 ⁵	Media Effectiveness Assessment Using Neuro-Response Measures	61/417,137	Pending
NFCSP056	Electronic Cigarette for Nicotine Delivery Reduction		Proposed

¹ U.S. application

² U.S. application

³ U.S. application

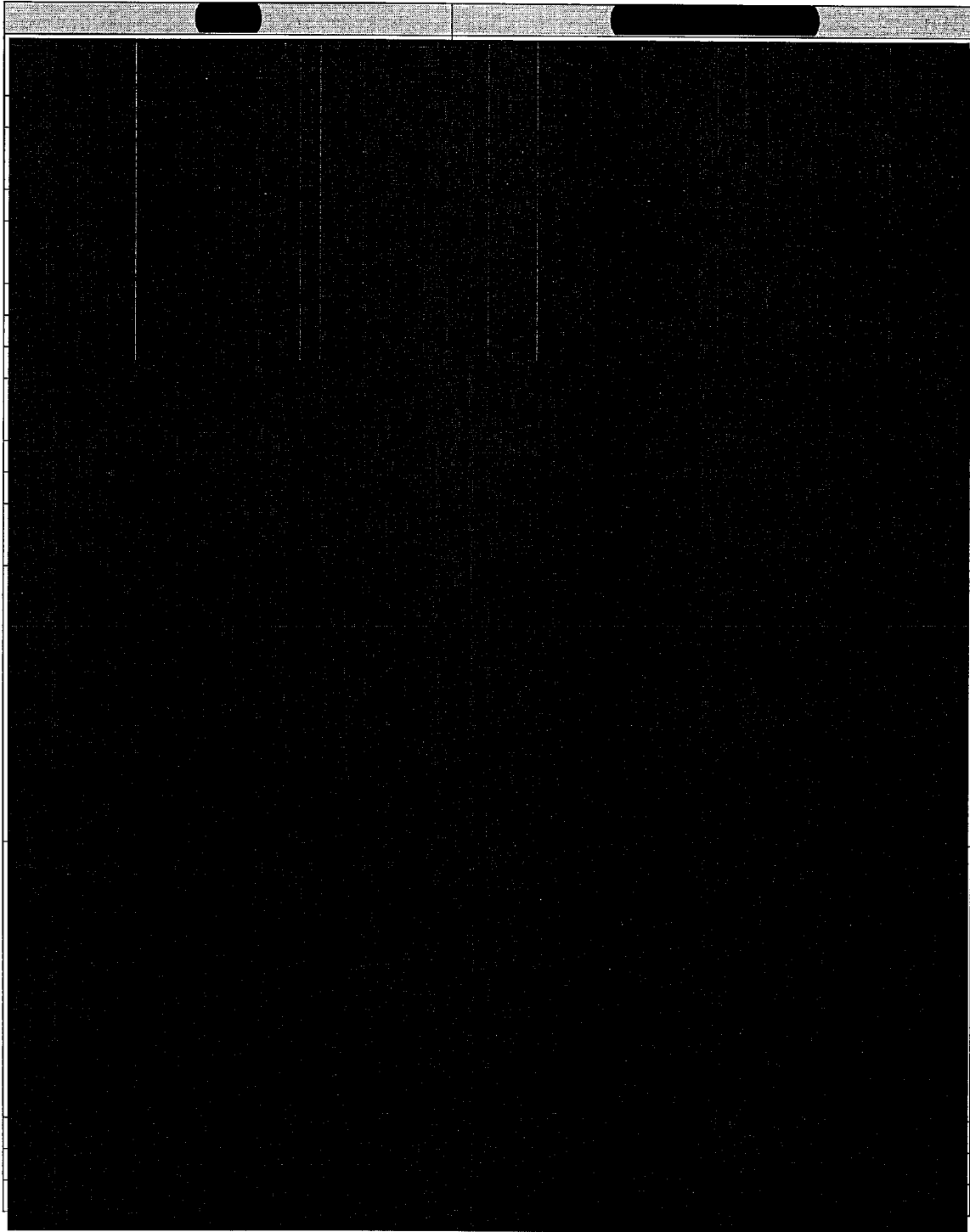
⁴ U.S. application

⁵ U.S. application

NFCSP057	Marketing Material Enhanced Wait States		Proposed
NFCSP058	Light Amplification		Proposed

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