

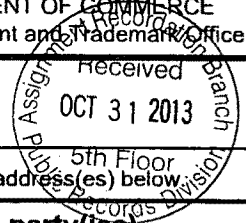
11/05/2013

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE
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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

1. Name of conveying party(ies)

Brainwave Science, LLC

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

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

Execution Date(s) October 29, 2013

- 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: American Scientific Innovations, LLC

Internal Address: _____

Street Address: 711 S. Carson St, Suite 4

City: Carson City

State: Nevada

Country: USA Zip: 89701

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

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

5,363,858; 5,406,956; 5,467,777; 7,689,272

Additional numbers attached? Yes No

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

Name: Ben Bryant

Internal Address: American Scientific Innovations, LLC

Street Address: 11005 Phinney Ave. N.W.

City: Seattle

State: WA Zip: 98133

Phone Number: (206) 363-2967 / (206) 905-1009

Docket Number: _____

Email Address: bensolbergbryant@gmail.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160

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

8. Payment Information

Deposit Account Number 00000027 5363858
01 FC:8021 160.00 OP
Authorized User Name _____

9. Signature:

X
Signature

X 10/31/13
Date

Ben Bryant, General Manager of American Scientific Innovations LLC
Name of Person Signing

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

10

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

Corrected Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment

This Corrected Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment ("Agreement") is by and between Brainwave Science, LLC, a Delaware LLC ("Assignor," "BWS") and American Scientific Innovations, LLC, a Nevada LLC, ("Assignee," "ASI"); collectively, the "Parties."

The Effective Date of this Agreement is June 27, 2012.

Reference is made to that certain Patent Assignment ("ASI-Farwell Recorded Assignment") dated June 26, 2013 between American Scientific Innovations, LLC ("ASI") as assignor and Lawrence A. Farwell ("Farwell") as assignee;

Reference is further made to that certain Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment ("ASI-BWS Recorded Document") by and between American Scientific Innovations, LLC and Brainwave Science, LLC ("BWS"), with the effective date of June 27, 2012;

Reference is further made to that certain Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment ("Farwell-BWS Recorded Document") by and between Lawrence Farwell and Brainwave Science LLC, with the effective date of June 27, 2012;

Reference is further made to that certain Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment ("BFL-BWS Recorded Document") by and between Brain Fingerprinting Laboratories, Inc. ("BFL") and Brainwave Science LLC ("BWS"), with the effective date of June 27, 2012;

Reference is further made to that certain Intellectual Property Acknowledgement and Assignment dated June 27, 2012 ("Farwell-BWS Obsolete Unrecorded Document") by and Lawrence Farwell and Brainwave Science LLC, which was replaced and superseded by the Farwell-BWS Recorded Document;

Reference is further made to that certain Intellectual Property Acknowledgement and Assignment dated June 27, 2012 ("BFL-BWS Obsolete Unrecorded Document") by and between Brain Fingerprinting Laboratories, Inc. ("BFL") and Brainwave Science LLC, which was replaced and superseded by the BFL-BWS Recorded Document;

Collectively, the above documents shall be referred to herein as the "Patent Documents."

Reference is further made to that certain Amended and Restated License Agreement for Forensic Science Applications ("ASI-BFL License Agreement") dated July 4, 2003 by and between American Scientific Innovations, LLC and Brain Fingerprinting Laboratories, Inc.

Reference is further made to the following patents:

1. U.S. Patent No. 5,363,858 issued November 15, 1994 and titled Method and Apparatus for Multifaceted Electroencephalographic Response Analysis (MERA), inventor Lawrence Ashley Farwell;
2. U.S. Patent No. 5,406,956 issued April 18, 1995 and titled Method and Apparatus for Truth Detection, inventor Lawrence Ashley Farwell;
3. US. Patent No. 5,467,777 issued November 21, 1995 and titled Method for Electroencephalographic Information Detection, inventor Lawrence Ashley Farwell;
4. US Patent No. 7,689,272 issued March Issued 30, 2010 and titled Method and Apparatus for Brain Fingerprinting, Measurement, Assessment and Analysis of Brain Function, inventor Lawrence Ashley Farwell; and
5. UK patent # GB242132 issued October 24, 2007 and titled Apparatus for a classification guilty knowledge test and integrated system for detection of deception and information, inventor Lawrence A. Farwell (the "Patents").

Reference is further made to the "Developed IP" described in the ASI-BWS Document, the Farwell-BWS Document, and the BFL-BWS Document as follows (1) the software enabled invention referred to as the "Brain Fingerprinting" application , as such is more fully described on Exhibit 1 hereto; (2) the

patents and patent applications identified on Exhibit 2 (including, but not limited to, any division, continuation or continuation in part, reissue, extension, reexamination, certification, revival or renewal of any patent, and all inventions and subject matter related to such patents, in any and all forms); (3) the software and other intangible assets identified on Exhibit 3; (4) all modifications, improvements and new versions of, and any other changes to the foregoing, including, without limitation, any derivative works thereof; and (4) all intellectual property rights in or related to the foregoing, including without limitation, all works of authorship, software, designs, logos, methodologies, processes, models, algorithms, business processes, knowhow, trade secrets, discoveries, inventions, improvements, innovations, ideas, concepts, names, brands and other developments, technology, information and material, and all intellectual property rights in or related thereto, including but not limited to, patent, copyright, trademark and moral rights ,and all goodwill related thereto; (5) the exclusive right to possession, ownership and use of any of the foregoing (including, without limitation ,the right to license, sublicense, assign, pledge, mortgage, sell, transfer, convey, grant, gift over, divide , partition or use (or not use) in any way, any of the foregoing now or hereafter existing) ; (6)any existing ,and the right to create, documentation for, modifications and improvements to, and derivative works based upon, any of the foregoing; and (7) the right to sue for past, present, or future infringement and to collect and retain all damages and profits related to the foregoing, and any other rights relating to the enforcement of, any of the foregoing, including, without limitation, any past, present or future claims, demands and causes of action for any infringement, misappropriation, dilution or other violation of any of the foregoing (collectively, the "Developed IP").

It is understood and agreed as follows:

The ASI-Farwell Recorded Assignment was recorded with the United States Patent and Trademark Office (USPTO) on 07/10/2013, Reel/Frame 030769/0044, as an Assignment of Assignor's Interest in each of US Patents No. 5,363,858; No. 5,406,956; No. 5,467,777; and No. 7,689,272. The ASI-Farwell Recorded Assignment was executed and recorded in error, and is invalid and null and void. The signatory thereto on behalf of ASI, the assignor therein, did not have authority or apparent authority to execute documents on behalf of ASI, the entity that owned and still owns the referenced patents. Signatures thereto were neither witnessed nor notarized.

The ASI-BWS Recorded Document was recorded with the USPTO on 07/10/2013, Reel/Frame 030779/0565 as an Assignment of Assignor's Interest in each of US Patents No. 5,363,858; No. 5,406,956; No. 5,467,777; and No. 7,689,272. The ASI-BWS Recorded Document was executed and recorded in error, and is invalid and null and void. The signatories thereto did not have authority or apparent authority to execute documents on behalf of ASI, the entity that owned and still owns the referenced patents. "American Scientific Innovations, LLC" was named as assignor but not identified by address or state. Moreover, the ASI-BWS Recorded Document was not signed by any member, manager, authorized representative, or apparent authorized representative of BWS, the assignee therein. Signatures thereto were neither witnessed nor notarized.

The Farwell-BWS Recorded Document was recorded with the USPTO on 07/10/2013, Reel/Frame 030779/0606 as an Assignment of Assignor's Interest in each of US Patents No. 5,363,858; No. 5,406,956; No. 5,467,777; and No. 7,689,272. The Farwell-BWS Recorded Document and the Farwell-BWS Obsolete Unrecorded Document were executed in error, and are invalid and null and void. The Farwell-BWS Recorded Document was recorded in error. Due to the invalidity of the ASI-Farwell Recorded Assignment, the signatories of the Farwell-BWS Recorded Document and the Farwell-BWS Obsolete Unrecorded Document did not own the referenced patents. Said signatories did not have authority or apparent authority to execute documents on behalf of ASI, the entity that owned and still owns the referenced patents. Moreover, neither of said documents was signed by any member, manager, authorized representative, or apparent authorized representative of BWS, the assignee therein. Signatures thereto were neither witnessed nor notarized.

The BFL-BWS Recorded Document was recorded with the USPTO on 07/10/2013, Reel/Frame 030779/0644 as an Assignment of Assignor's Interest in each of US Patents No. 5,363,858; No. 5,406,956; No. 5,467,777; and No. 7,689,272. The BFL-BWS Recorded Document and the BFL-BWS Obsolete Unrecorded Document were executed in error, and are invalid and null and void. BFL, the assignor therein, did not have the right to assign its rights to the referenced patents, which rights are specified in the ASI-BFL License Agreement, without the consent of ASI, which consent has not been granted. The signatories of said documents did not own the referenced patents and did not have authority or apparent authority to execute documents on behalf of ASI, the entity that owned and still owns the referenced patents. Moreover, neither of said documents was signed by any member, manager, authorized representative, or apparent authorized representative of BWS, the assignee therein. Signatures thereto were neither witnessed nor notarized.

Farwell is Founder, Chief Scientist, and Member of BWS; Brain Fingerprinting Laboratories, Inc. is a Member of BWS; said Members are major equity holders in BWS, and are two of the three Members thereof.

Therefore, in order to correct, modify, and/or replace previous documents, and for other good and valuable consideration, the receipt, sufficiency, and validity of which each Party hereby acknowledges,

1. Assignor acknowledges and confirms Assignee's ownership of, and hereby unconditionally and irrevocably assigns, transfers and conveys to and for the benefit of Assignee, its designee or assignee, all of Assignor's rights, title and interests in and to the Patents and any and all Developed IP, including, without limitation, Assignor's entire right, title and interest in and to all patents, copyrights, trade secrets, trademarks, moral rights and other intellectual property rights in and to all such Developed IP, and any goodwill associated therewith.
2. Assignor represents, covenants and agrees that: (a) Assignor has no rights, title or interests of any kind or nature in or to any of the Developed IP, including but not limited to, any intellectual property rights related thereto, or any other rights to sell, license, lease, transfer, use or otherwise exploit any Developed IP; (b) Assignor has the full right to convey and assign all the rights, title and interests herein assigned; and (c) Assignor has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.
3. Assignor covenants and agrees that it shall: (a) execute all documents, perform all reasonable acts and render all other reasonable cooperation and assistance, as may be required to register, effectuate, validate, record, maintain, evidence, confirm and perfect in Assignee's, its designee's or assignee's name, and enforce and defend, Assignee's rights, title and interests in and to the Developed IP, including, without limitation, the assignment acknowledged and made herein; and (b) provide such support and assistance with respect to any Developed IP created or modified by Assignor as may be reasonably requested by Assignee, its designee or assignee.
4. Assignor hereby acknowledges and agrees that this Agreement is the entire agreement with Assignee with respect to the subject matter hereof, thereby superseding any previous oral or written understanding or agreements with Assignee or any officer or representative of Assignee.
5. This Agreement supersedes and replaces the ASI-BWS Recorded Document and the ASI-BWS Obsolete Unrecorded Document.
6. In the event that any paragraph or provision of this Agreement shall be held to be illegal, invalid, or unenforceable, such paragraph or provisions shall be severed or otherwise modified as may best preserve the original contractual intent of the Parties in entering into this Agreement, and the Agreement as so modified shall remain in full force and effect.
7. This Agreement shall be binding upon Assignor's heirs, executors, administrators and other legal representatives, and is for the benefit of the Assignee, its successors, designees and assigns.

8. This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal laws of the State of Washington applicable to agreements made and fully performed within the State of Washington. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of any state or federal courts sitting in Seattle, Washington.
9. All disputes arising from this Agreement shall be resolved by arbitration before a single arbitrator in Seattle, Washington in accordance with the Streamlined or Comprehensive Arbitration Rules and Procedures of JAMS, as applicable. Upon entry of an arbitration award, any Party to the arbitration shall have the right to cause the award to be entered as a judgment in a court having jurisdiction, in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The Parties acknowledge and agree that this Agreement is a contract in interstate commerce. Notwithstanding anything to the contrary in this section, each of the Parties shall have the right to seek a temporary or preliminary injunction or other provisional equitable relief in a court having jurisdiction. If a Party files an action for provisional relief in a court, such Party shall make a motion, which motion the other Parties to this Agreement shall join, to refer further proceedings (other than any hearing on the imposition or lifting of provisional remedies) to arbitration in accordance with this section. The Parties agree that any arbitration pursuant to this Agreement may be consolidated, before the same arbitrator, with any other arbitration involving the Parties and that neither Party to this Agreement shall oppose such consolidation. Additionally, and in the sound discretion of the arbitrator, the issues to be heard may be consolidated or severed for purposes of hearing.
10. Facsimile transmission of any signed original document or retransmission of any signed facsimile transmission will be deemed the same as delivery of an original. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute but one and the same agreement.
11. Invalidation and Unreasonableness of Expectations Not Included in this Agreement
 - A. The Parties intend to avoid the uncertainty and the potential for discord that would exist if:
 - i. the unstated expectation of one or more Parties can be used to gain advantage through litigation, or
 - ii. expectations stated or expressed outside the confines of this Agreement can become actionable even though not all Parties agree with those expectations or have assented to them and even though some Parties have expressed or may harbor conflicting expectations.
 - B. The Parties therefore agree that:
 - i. It is unreasonable for any Party to have or rely on an expectation that is not reflected in this Agreement;
 - ii. Any Party who has or develops an expectation contrary to or in addition to the contents of this Agreement has a duty to immediately inform all other Parties, and promptly seek to have this Agreement amended to reflect the expectation;
 - iii. The failure of a Party who has or develops an expectation contrary to or in addition to the contents of this Agreement to obtain an amendment of this Agreement as provided in (B) (ii) of this Section is evidence that the expectation was not reasonable and estops that Party from asserting that expectation as a basis for any claim against any other Party.
 - iv. No Party has a duty to agree to an amendment proposed under (B) (ii) of this Section if the Party in good faith
 - a. holds an inconsistent expectation, or
 - b. believes that the amendment is not in the best interests of any Party or is contrary to the legitimate self-interest of the Party.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have executed, or have caused their duly authorized representative to execute, this Corrected Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment effective as of the Effective Date.

ASSIGNOR

Brainwave Science, LLC


By: Lawrence A. Farwell

Lawrence A. Farwell, Founder, Chief Scientist, and Member

Date: 10/29/2013

On this 29 day of October, 2013, before me, Corinne H. Zamburano the undersigned Notary Public, personally appeared Lawrence A. Farwell, Founder, Chief Scientist, and Member of Brainwave Science, LLC, ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Corinne H. Zamburano
Notary Public

 CORINNE HANSEN ZAMBARANO
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires April 9, 2015

ASSIGNOR

Brainwave Science, LLC


By: Brain Fingerprinting Laboratories, Inc., Member
By: Lawrence A. Farwell

Lawrence A. Farwell, Chairman and Chief Scientist (BFL)

Date: 10/29/2013

On this 29 day of October, 2013, before me, Corinne H. Zamburano the undersigned Notary Public, personally appeared Lawrence A. Farwell, Chairman and Chief Scientist of Brain Fingerprinting Laboratories, Inc., a Member of Brainwave Science, LLC, ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

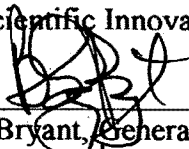
Corinne H. Zamburano
Notary Public

 CORINNE HANSEN ZAMBARANO
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires April 9, 2015

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound, have executed, or have caused their duly authorized representative to execute, this Corrected Nunc Pro Tunc Intellectual Property Acknowledgement and Assignment effective as of the Effective Date.

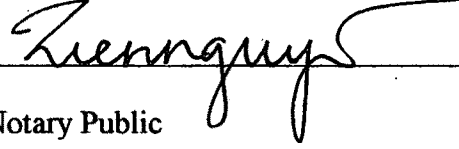
ASSIGNEE

American Scientific Innovations, LLC

By: 
Ben Bryant, General Manager

Date: 10/28/13

On this 28th day of Oct, 2013, before me, MY LIEN NGUYEN the undersigned Notary Public, personally appeared Ben Bryant, General Manager of American Scientific Innovations, LLC, ASSIGNEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public

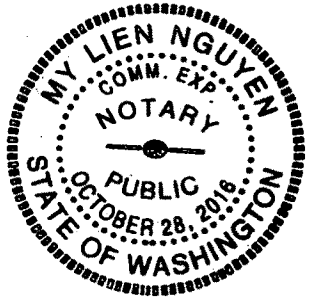


Exhibit 1

Description of "Brain Fingerprinting" Application

The Brain Fingerprinting electroencephalography system, comprising hardware and software for electroencephalographic applications in detection of concealed information for Law Enforcement and Internal Security, medical diagnosis, evaluation of advertising and training effectiveness, and related fields, including but not limited to real-time stimulus presentation and data acquisition software and hardware, operator display software and hardware, and data analysis software and hardware, and all source and object code related thereto, and any documentation describing or otherwise relating to the foregoing.

Exhibit 2

Patents

Patent Name	Application No.	Patent No.	Inventor	Owner of Record	Filing Date	Issuance Date
Method and Apparatus for Brain Fingerprinting, Measurement, Assessment and Analysis of Brain Function	10/163,525	7,689,272	Lawrence A. Farwell	American Scientific Innovations, LLC	6/7/2002	3/30/2010
Apparatus for a classification guilty knowledge test and integrated system for detection of deception and information	GB0601094.6	GB2421329	Lawrence A. Farwell	American Scientific Innovations, LLC	6/21/2004	10/24/2007
Method and Apparatus for Multifaceted Electroencephalographic Response Analysis (MERA)	08/057,607	5,363,858	Lawrence A. Farwell	American Scientific Innovations, LLC Francis L. Conte (undivided 10% interest)	5/5/1993	11/15/1994
Method and Apparatus for Truth Detection	08/016,215	5,406,956	Lawrence A. Farwell	American Scientific Innovations, LLC Francis L. Conte (undivided 10% interest)	2/11/1993	4/18/1995
Method for Electroencephalographic Information Detection	08/306,717	5,467,777	Lawrence A. Farwell	American Scientific Innovations, LLC Francis L. Conte (undivided 10% interest)	9/15/1994	11/21/1995

Exhibit 3

The Farwell "Brain Fingerprinting" system and software, including the data acquisition and analysis modules.