

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5795413

|   |  |                       |
|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT   |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>  | <b>Execution Date</b> |
|   | LIFE SCIENCE AND TECHNOLOGY, LLC                           | 10/29/2019            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | NEURO SCIENCE TECHNOLOGIES, LLC                            |                       |
| <b>Street Address:</b>  | 14903 72ND AVE WEST  |                       |
| <b>City:</b>  | EDMONDS  |                       |
| <b>State/Country:</b>   | WASHINGTON   |                       |
| <b>Postal Code:</b>   | 98026  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |
|   | <b>Property Type</b>                                       | <b>Number</b>         |
|   | <b>Patent Number:</b>                                      | 7689272               |
|   | <b>Intl Reg Number:</b>                                    | DM/242132             |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  |  |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |
| <b>Phone:</b>   | 206-225-0259   |                       |
| <b>Email:</b>   | ron.kirkendorfer@gmail.com                                 |                       |
| <b>Correspondent Name:</b>  | RON KIRKENDORFER   |                       |
| <b>Address Line 1:</b>  | 14903 72ND AVE WEST  |                       |
| <b>Address Line 4:</b>  | EDMONDS, WASHINGTON 98026                                  |                       |
| <b>NAME OF SUBMITTER:</b>   | RON KIRKENDORFER   |                       |
| <b>SIGNATURE:</b>   | /Ron Kirkendorfer/   |                       |
| <b>DATE SIGNED:</b>   | 10/30/2019   |                       |
|   | This document serves as an Oath/Declaration (37 CFR 1.63). |                       |
| <b>Total Attachments: 8</b>   |  |                       |
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### Patent and Intellectual Property Assignment

This Patent and Intellectual Property Assignment ("Agreement") is by and between Life Science and Technology, LLC, a Wyoming LLC ("Assignee," LST) and Neuro Science Technologies, LLC ("Assignor" "NST"); collectively, the "Parties". The Effective Date of this Agreement is October 29, 2019.

Reference is further made to the following patents:

1. US Patent No. 7,689,272 issued March 30, 2010 and titled Method and Apparatus for Brain Fingerprinting, Measurement, Assessment and Analysis of Brain Function, inventor Lawrence Ashley Farwell; and
2. 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 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 "Developed Intellectual Property" described as follows (1) the software enabled invention referred to as the "Brain Fingerprinting" application, as such is more fully described in Exhibit 1 hereto; (2) the patents and patent applications identified in 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 hardware, software and other intangible assets identified in 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 Intellectual Property").

It is understood and agreed as follows:

Therefore, for and in consideration of one hundred and no/100 dollars (\$100.00) and other good and valuable consideration, the receipt, sufficiency, and validity of which each Party hereby acknowledges,

1. Assignor 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 Intellectual Property, 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 Intellectual Property.
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 Intellectual Property, 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 Intellectual Property; (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 Intellectual Property, including, without limitation, the assignment acknowledged and made herein; and (b) provide such support and assistance with respect to any Developed Intellectual Property 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. 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.
6. 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.
7. 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 Iowa applicable to agreements made and fully performed within the State of Iowa. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of any state or federal courts sitting in Seattle, Washington.
8. All disputes arising from this Agreement shall be resolved by arbitration before a single arbitrator in Fairfield, Iowa 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.
9. Facsimile or electronic transmission of any signed original document or retransmission of any signed facsimile or electronic 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.
10. Invalidity 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 Patent and Intellectual Property Assignment effective as of the Effective Date.

ASSIGNOR

Life Science Technology, LLC

By: 

Ron Kirkendorfer, President  
Life Science Technology, LLC

Date: 10/30/19

On this 30<sup>th</sup> day of October, 2019, before me, 10/19/2019  
the undersigned Notary Public, personally appeared Ron Kirkendorfer, President Life Science and Technology, 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.

Notary Public



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

ASSIGNEE


Neuro Science Technologies, LLC

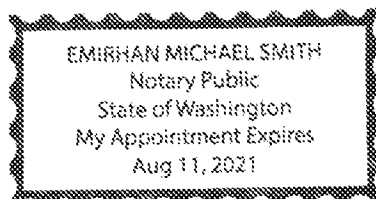
By: 

Ron Kirkendorfer, President  
Neuro Science Technologies, LLC

Date: 10/30/19

On this 30<sup>th</sup> day of October, 2019, before me, 10/19/2019  
the undersigned Notary Public, personally appeared Ron Kirkendorfer, President Neuro Science Technologies, 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.

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    |

### Exhibit 3

The Farwell "Brain Fingerprinting" system and software, comprising the data acquisition and analysis modules, further described in the following scientific publications:

Farwell, L.A., Richardson, D.C., Richardson, G.M., and Furedy, J.J. (2014). Brain fingerprinting classification concealed information test detects US Navy military medical information with P300. *Front. Neurosci.* 8:410. doi: 10.3389/fnins.2014.00410. Available at:

<http://journal.frontiersin.org/Journal/10.3389/fnins.2014.00410/abstract>

Farwell, L.A., Richardson, D.C., & Richardson, G.M. (2013). Brain fingerprinting field studies comparing P300-MERMER and P300 brainwave responses in the detection of concealed information. DOI 10.1007/s11571-012-9230-0, *Cogn Neurodyn.* 7(4). 263-299. Available at:

<http://link.springer.com/article/10.1007/s11571-012-9230-0> and

<http://www.larryfarwell.com/pdf/Dr-Lawrence-Farwell-Brain-Fingerprinting-Field-Studies-Comparing-P300-MERMER-and-P300-in-the-Detection-of-Concealed-Information-Dr-Larry-Farwell.pdf>

Farwell, L.A., 2012. Brain fingerprinting: a comprehensive tutorial review of detection of concealed information with event-related brain potentials, *Cognitive Neurodynamics* 6:115-154, DOI 10.1007/s11571-012-9192-2. Available at:

<http://www.larryfarwell.com/pdf/Dr-Lawrence-Farwell-Brain-Fingerprinting-P300-MERMER-Review>

Cognitive-Neurodynamics-Dr-Larry-Farwell.pdf and

<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3311838/>