

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6903876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BRAINSCOPE SPV LLC	09/07/2021
RECEIVING PARTY DATA	
Name:	AON IP ADVANTAGE FUND LP, AS AGENT
Street Address:	200 E. RANDOLPH STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 48	
Property Type	Number
Patent Number:	8478394
Patent Number:	8577451
Patent Number:	8579812
Patent Number:	8700141
Patent Number:	8792974
Patent Number:	8838227
Patent Number:	8948860
Patent Number:	8989836
Patent Number:	9089310
Patent Number:	9198587
Patent Number:	D560809
Patent Number:	D594127
Patent Number:	D603051
Patent Number:	D641886
Patent Number:	D647208
Patent Number:	D728801
Patent Number:	D765259
Patent Number:	D773672
Patent Number:	9269046
Patent Number:	10321818

PATENT

Property Type	Number
Patent Number:	10321840
Patent Number:	6866639
Patent Number:	7054453
Patent Number:	7054454
Patent Number:	7302064
Patent Number:	7333619
Patent Number:	7720530
Patent Number:	7904144
Patent Number:	7944694
Patent Number:	8041136
Patent Number:	8364254
Patent Number:	8364255
Patent Number:	8391948
Patent Number:	8473024
Application Number:	10545221
Application Number:	10587806
Application Number:	11575447
Application Number:	11614582
Application Number:	12059014
Application Number:	12105439
Application Number:	12106657
Application Number:	12576521
Application Number:	12615423
Application Number:	12639357
Application Number:	12879287
Application Number:	13284184
Application Number:	14185169
Application Number:	15357139

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (619) 699-2708

Email: christian.cruz@us.dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 401 B STREET

Address Line 2: SUITE 1700

Address Line 4: SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	CRAIG TIGHE
SIGNATURE:	/s/ Craig Tighe
DATE SIGNED:	09/07/2021
Total Attachments: 12 source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page1.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page2.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page3.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page4.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page5.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page6.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page7.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page8.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page9.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page10.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page11.tif source=EXECUTION_Aon_-_BrainScope_of_IP_Security_Agreement_(184564236.2).docx#page12.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 7, 2021, is entered into by and between BrainScope SPV LLC, a Delaware limited liability company (“**Grantor**”), and AON IP Advantage Fund LP, a Delaware limited partnership (“**Agent**”), for the rateable benefit of the Lenders (as defined below) with reference to the following facts:

RECITALS

WHEREAS, Grantor intends to enter into a financing transaction with lenders (the “**Lenders**”) pursuant to the terms of the Loan and Security Agreement to be entered into among the Company, the Lenders, Agent and the other parties named therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein without definition have the meanings assigned to them in the Loan Agreement); and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Agent and grant Agent, for the rateable benefit of the Lenders, a security interest in and Lien on all of Grantor’s intellectual property as set forth below;

NOW, THEREFORE, to induce Agent to enter into the Loan Agreement and to provide Grantor the Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. **Grant of Security Interest.** To secure the timely payment and performance of the Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the rateable benefit of the Lenders, a security interest in and lien on all of Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works (as defined below), computer programs and other rights subject to United States copyright protection listed in **Exhibit A** attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the “**Registered Copyrights**”), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the “**Unregistered Copyrights**”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining

thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “**Copyrights**”;

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);
- (j) All mask works or similar rights, now owned or hereafter acquired, including, without limitation, those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Supplements. Grantor authorizes Agent (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any Intellectual Property Collateral that Grantor obtains after the date of

this Agreement, and (b) to file a duplicate original of this Agreement containing amended Exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

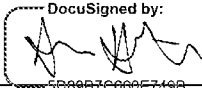
6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

7. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format date file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by their respective duly authorized officers as of the date first above written.

BRAINSCOPE SPV LLC, as Grantor

By: 
5B89B7C666E749B...
Name: Susan Hertzberg
Title: President and Chief Executive Officer

AON IP ADVANTAGE FUND LP, as Agent
By: Aon IP Advantage Fund GP LLC
Its: General Partner

By: 
A464B6E24E70460...
Name: Randy Sidhu
Title: Managing Director

EXHIBIT A

Copyrights

EXHIBIT BPatents

Title	Patent No.	Application No. Filing Date	Issue Date
METHOD AND DEVICE FOR MULTIMODAL NEUROLOGICAL EVALUATION	9269046	14295825 06/04/2014	02/23/2016
SYSTEM AND METHOD FOR OCULAR FUNCTION TESTS	10321818	15339640 10/31/2016	06/18/2019
DEVELOPMENT OF FULLY-AUTOMATED CLASSIFIER BUILDERS FOR NEURODIAGNOSTIC APPLICATIONS	10321840	12541272 08/14/2009	06/18/2019
HANDHELD LOW VOLTAGE TESTING DEVICE	6866639	10252345 09/23/2002	03/15/2005
FAST ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS FOR GENERATING MULTIPLE ADDITIONAL DATA FRAMES	7054453	10113425 03/29/2002	05/30/2006
FAST WAVELET ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS FOR GENERATING MULTIPLE ADDITIONAL DATA FRAMES	7054454	10113530 03/29/2002	05/30/2006
FAST ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS FOR GENERATING MULTIPLE ADDITIONAL DATA FRAMES	7302064	11337674 01/24/2006	11/27/2007
FAST WAVELET ESTIMATION OF WEAK BIO-SIGNALS USING NOVEL ALGORITHMS FOR GENERATING MULTIPLE ADDITIONAL DATA FRAMES	7333619	11420862 05/30/2006	02/19/2008
FIELD-DEPLOYABLE CONCUSSION DETECTOR	7720530	12041106 03/03/2008	05/18/2010
METHOD FOR ASSESSING BRAIN FUNCTION AND PORTABLE AUTOMATIC BRAIN	7904144	11195001 08/02/2005	03/08/2011

Title	Patent No.	Application No. Filing Date	Issue Date
FUNCTION ASSESSMENT APPARATUS			
LIQUID COOLING APPARATUS AND METHOD FOR COOLING BLADES OF AN ELECTRONIC SYSTEM CHASSIS	7944694	12256623 10/23/2008	05/17/2011
SYSTEM AND METHOD FOR SIGNAL PROCESSING USING FRACTAL DIMENSION ANALYSIS	8041136	12106699 04/21/2008	10/18/2011
METHOD AND DEVICE FOR PROBABILISTIC OBJECTIVE ASSESSMENT OF BRAIN FUNCTION	8364254	12361174 01/28/2009	01/29/2013
METHOD AND DEVICE FOR REMOVING EEG ARTIFACTS	8364255	12720861 03/10/2010	01/29/2013
ELECTRODE ARRAY	8391948	12067525 08/18/2008	03/05/2013
FLEXIBLE HEADSET FOR SENSING BRAIN ELECTRICAL ACTIVITY	8473024	12190232 08/12/2008	06/25/2013
FIELD DEPLOYABLE CONCUSSION ASSESSMENT DEVICE	8478394	12857504 08/16/2010	07/02/2013
SYSTEM AND METHODS FOR NEUROLOGIC MONITORING AND IMPROVING CLASSIFICATION AND TREATMENT OF NEUROLOGIC STATES	8577451	12639218 12/16/2009	11/05/2013
SYSTEM AND METHODS FOR MANAGEMENT OF DISEASE OVER TIME	8579812	12638602 12/15/2009	11/12/2013
METHOD AND APPARATUS FOR AUTOMATIC EVOKED POTENTIALS ASSESSMENT	8700141	12720907 03/10/2010	04/15/2014
METHOD AND DEVICE FOR MULTIMODAL NEUROLOGICAL EVALUATION	8792974	13352618 01/18/2012	07/29/2014
PORTABLE AUTOMATIC BRAIN STATE ASSESSMENT APPARATUS	8838227	13018533 02/01/2011	09/16/2014

Title	Patent No.	Application No. Filing Date	Issue Date
FIELD-DEPLOYABLE CONCUSSION DETECTOR	8948860	12780355 05/14/2010	02/03/2015
ELECTRODE ARRAY AND METHOD OF PLACEMENT	8989836	13790149 03/18/2013	03/24/2015
METHOD AND DEVICE FOR REMOVING EEG ARTIFACTS	9089310	13751448 01/28/2013	07/28/2015
METHOD AND DEVICE FOR MULTIMODAL NEUROLOGICAL EVALUATION	9198587	14322355 07/02/2014	12/01/2015
ELECTRODE ARRAY	D560809	29238840 09/22/2005	01/29/2008
ELECTRODE ARRAY	D594127	29298138 11/29/2007	06/09/2009
LEXIBLE HEADSET FOR SENSING BRAIN ELECTRICAL ACTIVITY	D603051	29321575 07/18/2008	10/27/2009
FLEXIBLE HEADSET FOR SENSING BRAIN ELECTRICAL ACTIVITY	D641886	29357272 03/10/2010	07/19/2011
FLEXIBLE HEADSET FOR SENSING BRAIN ELECTRICAL ACTIVITY	D647208	29382685 01/06/2011	10/18/2011
ELECTRODE HEADSET	D728801	29448016 03/08/2013	05/05/2015
EAR ATTACHMENT FOR MEDICAL HEADSET	D765259	29518016 02/19/2015	08/30/2016
ELECTRODE HEADSET	D773672	29518019 02/19/2015	12/06/2016

Patent Applications

Title	Application No.	Filing Date
APPARATUS FOR EVOKING AND RECORDING BIO POTENTIALS	10545221	04/07/2006
METHOD AND APPARATUS FOR WIRELESS BRAIN INTERFACE	10587806	07/27/2006
METHOD FOR ADAPTIVE COMPLEX WAVELET BASED FILTERING OF EEG SIGNALS	11575447	05/01/2008
INTEGRATED PORTABLE ANESTHESIA AND SEDATION MONITORING APPARATUS	11614582	12/21/2006
SYSTEMS AND METHODS FOR NEUROLOGICAL EVALUATION AND TREATMENT GUIDANCE	12059014	03/31/2008
METHOD AND APPARATUS FOR ASSESSING BRAIN FUNCTION USING DIFFUSION GEOMETRIC ANALYSIS	12105439	04/18/2008
SYSTEM AND METHOD FOR SIGNAL DENOISING USING INDEPENDENT COMPONENT ANALYSIS AND FRACTAL DIMENSION ESTIMATION	12106657	04/21/2008
SYSTEM AND METHOD FOR PAIN MONITORING AT THE POINT-OF-CARE	12576521	10/09/2009
BRAIN ACTIVITY AS A MARKER OF DISEASE	12615423	11/10/2009
METHOD AND DEVICE FOR POINT-OF-CARE NEURO-ASSESSMENT AND TREATMENT GUIDANCE	12639357	12/16/2009
SYSTEM AND METHOD FOR NEUROLOGICAL EVALUATION	12879287	09/10/2010
METHOD OF BUILDING CLASSIFIERS FOR REAL-TIME CLASSIFICATION OF NEUROLOGICAL STATES	13284184	10/28/2011

Title	Application No.	Filing Date
METHOD AND APPARATUS FOR AUTOMATIC EVOKED POTENTIALS ASSESSMENT	14185169	02/20/2014
SYSTEM AND METHODS FOR NEUROLOGICAL MONITORING AND ASSISTED DIAGNOSIS	15357139	11/21/2016

EXHIBIT C

Trademarks

Mark Description	Registration No.	Registration Date
Brainscope	3645564	April 14, 2009
Ahead	4064071	October 26, 2009

EXHIBIT D

Mask Works