

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7974548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PIEZO MOTION CORP.	05/18/2023
RECEIVING PARTY DATA	
Name:	BIGGER CAPITAL FUND, L.P.
Street Address:	2250 RED SPRINGS DRIVE
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	89135
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	8183743
Patent Number:	8299684
Patent Number:	8710719
Patent Number:	8183744
Patent Number:	7395607
Patent Number:	8183740
Patent Number:	8183741
Patent Number:	7876022
Patent Number:	8183742
Patent Number:	9136778
Patent Number:	9705425
Patent Number:	8979065
Patent Number:	9197141
Patent Number:	9388774
Patent Number:	10819251
CORRESPONDENCE DATA	
Fax Number:	(212)451-2222
<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>	
Phone:	212.451.2300

PATENT

Email: MLGTrademarks@olshanlaw.com
Correspondent Name: OLSHAN FROME WOLOSKY LLP
Address Line 1: 1325 AVENUE OF THE AMERICAS
Address Line 2: ATTN: MARY GRIECO LEE
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ATTORNEY DOCKET NUMBER:	10022.002 EAN
NAME OF SUBMITTER:	MARY GRIECO LEE
SIGNATURE:	/Mary Grieco Lee/
DATE SIGNED:	05/25/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5
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**GRANT OF SECURITY INTEREST
FOR PATENTS**

THIS GRANT OF SECURITY INTEREST (this “**Grant**”), effective as of May 18, 2023, is executed by Piezo Motion Corp., a Delaware corporation (the “**Pledgor**”), in favor of Bigger Capital Fund, L.P., as agent (the “**Secured Party**”) on behalf of the Purchasers (as defined below).

WHEREAS, Brain Scientific Inc., a Nevada corporation and the parent of the Pledgor (the “**Company**”) entered into (i) that certain Securities Purchase Agreement, dated as of June 13, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) by and among the Company, the Secured Party as a purchaser and the other purchasers party thereto (collectively, the “**Purchasers**”), pursuant to which the Company issued to the Purchasers those certain 10.0% Original Issue Discount Convertible Debentures dated June 13, 2022 and due June 13, 2023 in the aggregate principal amount of \$5,659,000 (collectively, the “**Debentures**”) and (ii) that certain Security Agreement, dated as of June 13, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among the Company, the Pledgor and Memory MD, Inc., a Delaware corporation (“**Memory**”), the Purchasers together with their endorsees, transferees and assigns as secured parties and the Secured Party in its capacity as agent on behalf of the Purchasers;

WHEREAS, the Pledgor owns issued patents or has applied for patents in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the “**Patents**”);

WHEREAS, pursuant to the Security Agreement, the Pledgor has agreed, among other things, to grant a security interest to the Secured Party, for the benefit of the Purchasers, in all patents, trademarks, copyrights and other intellectual property of the Pledgor, to secure the Obligations (as such term is defined in the Security Agreement) (the “**Obligations**”); and

WHEREAS, the Pledgor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Pledgor in and to the Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Patents, and all causes of action which may exist by reason of infringement of any of the Patents (the “**Collateral**”), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Pledgor does hereby grant to the Secured Party a security interest in the Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Pledgor agrees to perform, until all of the Obligations have been paid in full, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Pledgor’s expense, in perfecting the Secured Party’s security interest in the Collateral. Such acts may include, but are not limited to, execution of documents. Until all of the Obligations have been paid in full, Pledgor hereby irrevocably appoints the Secured Party as such Pledgor’s attorney-in-fact, such appointment being coupled with an interest, to execute and file any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party’s security interest in the Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies of the Secured Party set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement). In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Pledgor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

PLEDGOR

PIEZO MOTION CORP.

By: Bonnie-Jeanne Gerety
Name: Bonnie Jeanne Gerety
Title: Chief Financial Officer

SECURED PARTY

BIGGER CAPITAL FUND, L.P.

By: _____
Name: Michael Bigger
Title: Authorized Signatory

[Signature Page to Grant of Security Interest for Patents]

PATENT
REEL: 063767 FRAME: 0648

IN WITNESS WHEREOF, the Pledgor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

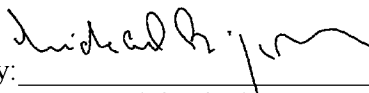
PLEDGOR

PIEZO MOTION CORP.

By: _____
Name:
Title:

SECURED PARTY

BIGGER CAPITAL FUND, L.P.

By:  _____
Name: Michael Bigger
Title: Authorized Signatory

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

PATENTS

Title	App. No.	App. Date	Patent No.	Issue Date	Status
Tubular Linear Piezoelectric Motor	13/094,478	April 26, 2011	8183743	May 22, 2012	Issued
Piezoelectric Quasi-Resonance Linear Motors based on Acoustic Standing Waves With Combined Resonator	12/642,329	December 18, 2009	8299684	October 30, 2012	Issued
Piezoelectric Quasi-Resonance Linear Motors based on Acoustic Standing Waves with Combined Resonator	13/663,917	October 30, 2012	8710719	April 29, 2014	Issued
Piezoelectric Motor	12/639,172	December 16, 2009	8183744	May 22, 2012	Issued
Rotational and Translational Microposition Apparatus and Method	11/424,133	June 14, 2006	7395607	July 8, 2008	Issued
Piezoelectric Motor with Torque	12/639,232	December 16, 2009	8183740	May 22, 2012	Issued
Valves based on Piezoelectric Rotary Motor	12/701,704	February 8, 2010	8183741	May 22, 2012	Issued
Piezoelectric Generator of Mechanical Vibrations, and Piezoelectric Motors based on the Generator	12/463,524	May 11, 2009	7876022	January 25, 2011	Issued
Piezoelectric Rotary Motor with High Rotation Speed and Bi-Directional Operation	12/873,688	September 1, 2010	8183742	May 22, 2012	Issued
Non-Magnetic High-Speed Piezoelectric Rotary Motor	13/778,330	February 27, 2013	9136778	September 15, 2015	Issued
Piezoelectric Linear Motor	13/934,373	July 3, 2013	9705425	July 11, 2017	Issued
Piezoelectric Valve based on Linear Actuator	14/193,122	February 28, 2014	8979065	March 17, 2015	Issued
Piezoelectric Motor with Efficient Transfer of Energy	13/848,525	March 21, 2013	9197141	November 24, 2015	Issued
Precision Purge Valve System with Pressure Assistance	14/194,104	February 28, 2014	9388774	July 12, 2016	Issued
Linear Piezoelectric Actuator on Rail System	15/190,764	March 2, 2018	10819251	October 27, 2020	Issued

PATENT

RECORDED: 05/25/2023

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