

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7268154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
J.PETER ROSENFELD LIVING TRUST DATED OCTOBER 23, 1993	09/20/2021
RECEIVING PARTY DATA	
Name:	BRAINWAVE SCIENCE INC.
Street Address:	257 TURNPIKE RD.
Internal Address:	SUITE 220
City:	SOUTHBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01772
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7376459
Patent Number:	5957859
Patent Number:	5846207
CORRESPONDENCE DATA	
Fax Number:	(919)800-3226
<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:	(919) 522-0312
Email:	jaybrownlaw@gmail.com
Correspondent Name:	JAY M BROWN
Address Line 1:	1135 KILDAIRE FARM RD.
Address Line 2:	SUITE 200
Address Line 4:	CARY, NORTH CAROLINA 27511
ATTORNEY DOCKET NUMBER:	BWS22002GEN
NAME OF SUBMITTER:	JAY M. BROWN
SIGNATURE:	/Jay M. Brown/
DATE SIGNED:	04/07/2022
Total Attachments: 5	
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Intellectual Property Acknowledgement and Assignment

This Intellectual Property Acknowledgement and Assignment ("Agreement") is by and between Elba Del Carmen Olivares Lopez, an individual, the J. Peter Rosenfeld Trust ("hereinafter collectively referred to as "Assignors") and Brainwave Science, Inc., a Delaware Corporation with principal place of business at 257 Turnpike Road, Southborough, Massachusetts USA (hereinafter "Assignee").

WHEREAS, for valuable consideration, the terms and conditions of which are particularized within a Stock Option Agreement dated on or about August 26, 2021, Assignors agree to and do hereby assign to Assignee all of Assignors' rights, title and interest in and to:

- (1) All intellectual property in Assignor's possession relating to P300-based measurement, detection and application. Said Intellectual Property shall include, without limitation, Patents references within **Addendum A** of this Agreement;
 - (2) all modifications, improvements and new versions of, and any other changes to the foregoing, including, without limitation, any derivative works thereof;
 - (3) 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, know how, 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 good will related thereto;
 - (4) 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);
 - (5) any existing, and the right to create, documentation for, modifications and improvements to, and derivative works based upon, any of the foregoing; and
 - (6) 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
- (1-6 collectively, the "Developed IP"); and

WHEREAS, Assignors hereby acknowledge, confirms, agrees to and do assign all of Assignor's rights, title and interests in and to all such Developed IP to Assignee as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing premises and the terms contained herein, and other good and valuable consideration, the receipt, sufficiency and validity of which each party hereby acknowledges, Assignors and Assignee hereby agree as follows:

1. Assignors acknowledge and confirm 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 Assignors' rights, title and interests in and to any and all Developed IP, including, without limitation, Assignors' 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. Assignors represents, covenants and agrees that: (a) Assignors, neither jointly nor severally, have any 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) Assignors have the full right to convey and assign all the rights, title and interests herein assigned; and (c) Assignors have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.
3. Assignors covenants and agrees that they 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 Assignors as may be reasonably requested by Assignee, its designee or assignee.
4. Assignors hereby acknowledges and agree 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 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 Assignors' 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 New York applicable to agreements made

Intellectual Property Acknowledgement and Assignment
Elba Del Carmen Olivares Lopez to Brainwave Science, Inc.

and fully performed within the State of New York. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any state or federal courts sitting in New York, New York.

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

[Signature Page to Follow]

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ASSIGNORS

DocuSigned by:
Elba Del Carmen Olivares Lopez
7B16F283DA8C473

9/20/2021

Date

J. Peter Rosenfeld Trust
By Elba Del Carmen Olivares Lopez
Trustee, J. Peter Rosenfeld Trust

DocuSigned by:
Elba Del Carmen Olivares Lopez
7B16F283DA8C473...

9/20/2021

Date

Elba Del Carmen Olivares Lopez
Individually

ASSIGNEE

9/20/2021

DocuSigned by:
Krishna Ika
21446BFE5FA934F3

Date

Brainwave Science, Inc.
By Krishna Ika
President and Chief Executive Officer

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Addendum A
Patent Assignments

7,376,459 -May 20, 2008 – “System and method for P300-based concealed information detector having combined probe and target trials”;

5,957,859-September 28, 1999 – “Method and system for detection of deception using scaled P300 scalp amplitude distribution”

5,846,207-December 8, 1998. – “Method and system for detection of memory deficiency malingering utilizing brain waves”

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