

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BS Holdings, Inc.		06/19/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BrainScope Company, Inc.
<b>Street Address:</b>	16690 Swingley Ridge Road
<b>Internal Address:</b>	Suite 140
<b>City:</b>	Chesterfield
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63017
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78354879	BRAINSCOPE
Serial Number:	78485623	BRAINBASE
Serial Number:	78611679	BRAINTREND
Serial Number:	78354897	BRAIN STETHOSCOPE
Serial Number:	78772030	EEGSCREENER
Serial Number:	78738196	LIFESCREENER
Serial Number:	78352590	AEEG
Serial Number:	78352581	AAEP

**CORRESPONDENCE DATA**

Fax Number: (314)238-2401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-238-2400  
 Email: trademarks@patpro.com  
 Correspondent Name: Mark E. Books

CH \$215.00 78354879

Address Line 1: 12412 Powerscourt Drive  
Address Line 2: Suite 200  
Address Line 4: St. Louis, MISSOURI 63131

ATTORNEY DOCKET NUMBER:	BSCO 0000
NAME OF SUBMITTER:	Mark E. Books
Signature:	/mark e books/
Date:	03/29/2007

Total Attachments: 5  
source=Assignment BS Hold to BrainScope#page1.tif  
source=Assignment BS Hold to BrainScope#page2.tif  
source=Assignment BS Hold to BrainScope#page3.tif  
source=Assignment BS Hold to BrainScope#page4.tif  
source=Assignment BS Hold to BrainScope#page5.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of June 9, 2006 (the "Effective Date"), by and between BS Holdings, Inc. ("Assignor"), a Delaware corporation ("BSH"), and BrainScope Company, Inc. ("Assignee"), a Delaware corporation.

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, of even date herewith, (the "Contribution Agreement"); and

WHEREAS, pursuant to the terms of the Contribution Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trademarks together with the goodwill symbolized thereby;

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Effective the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein and shall take all such further action, including, without limitation, making all filings with the United States Patent & Trademark Office in order to confirm, effectuate or record this assignment of the Assigned Trademarks to Assignee granted herein as Assignee may reasonably request from time to time.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment

hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Representations. Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Assigned Trademarks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

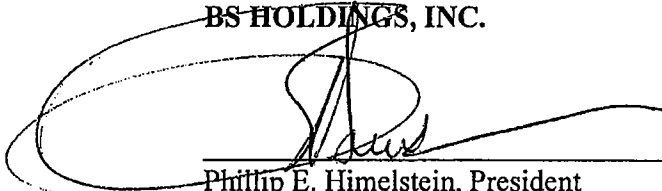
5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

"ASSIGNOR"

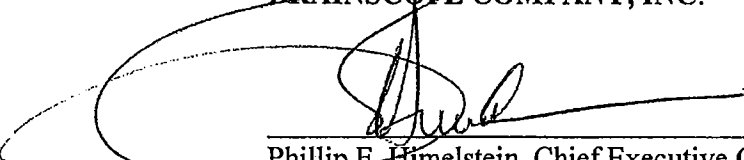
BS HOLDINGS, INC.

  
\_\_\_\_\_

Phillip E. Himmelstein, President

"ASSIGNEE"

BRAINSCOPE COMPANY, INC.

  
\_\_\_\_\_

Phillip E. Himmelstein, Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Indiana )  
COUNTY OF Marion ) ss:

On this 19<sup>th</sup> day of JUNE, 2006, there appeared before me Phillip E. Himmelstein, personally known to me or who proved to me his identity, who stated that he executed this Assignment in his official capacity on behalf of Assignor as his voluntary act and deed for the purposes stated therein.

M. Kim Richardson  
Signed

M. Kim Richardson  
Printed

My Commission Expires: January 13, 2013

County of Residence: Marion

TRADEMARK

REEL: 003510 FRAME: 0953

Trademarks

Trademark Application Serial Number	Mark	Filing Date	Goods and Services
78/354,879	BRAINSCOPE	January 21, 2004	AUTOMATED, HANDHELD, FUNCTIONAL NEUROLOGICAL ASSESSMENT TOOL BASED ON ADVANCED DIGITAL SIGNAL PROCESSING (DSP) OF EITHER THE SURFACE ELECTROENCEPHALOGRAM (EEG) AND/OR AUDITORY EVOKED POTENTIAL (AEP)
78/485,623	BRAINBASE	September 17, 2004	RECORDED COMPUTER DATABASE OF ELECTROENCEPHALOGRAPHIC (EEG) AND EVOKED POTENTIAL (EP) RECORDS OF PATIENTS WITH NO KNOWN NEUROLOGIC ABNORMALITIES AND OF PATIENTS WITH DISTINCT KNOWN AND DEMONSTRATED NEUROLOGIC ABNORMALITIES
78/611,679	BRAINTREND	April 19, 2005	AUTOMATED, HANDHELD, FUNCTIONAL NEUROLOGICAL ASSESSMENT TOOL BASED ON ADVANCED DIGITAL SIGNAL PROCESSING (DSP) OF EITHER THE SURFACE ELECTROENCEPHALOGRAM (EEG) AND/OR AUDITORY EVOKED POTENTIAL (AEP)
78/354,897	BRAINSTEHOSCOPE	January 21, 2004	AUTOMATED, HANDHELD, FUNCTIONAL NEUROLOGICAL ASSESSMENT TOOL BASED ON ADVANCED DIGITAL SIGNAL PROCESSING (DSP) OF EITHER THE SURFACE ELECTROENCEPHALOGRAM (EEG) AND/OR AUDITORY EVOKED POTENTIAL (AEP)
78/772,030	EEGSCREENER	December 13, 2005	PATIENT MONITORING DEVICES, NAMELY, TRANSCIVERS FOR DEVELOPING, PROCESSING, AND RECEIVING ELECTRONIC SIGNALS DEVELOPED BY THE HUMAN NERVOUS SYSTEM TO PRODUCE CLINICALLY VALID DATA TO BE USED BY MEDICAL PROFESSIONALS TO MAKE CLINICAL DECISIONS; AND RELATED SOFTWARE PACKAGES SOLD AS A UNIT THEREWITH

78/738,196	LIFESCREENER	October 21, 2005	PATIENT MONITORING DEVICES, NAMELY, TRANSCIVERS FOR DEVELOPING, PROCESSING, AND RECEIVING ELECTRONIC SIGNALS DEVELOPED BY THE HUMAN BODY, NAMELY, THE HUMAN NERVOUS SYSTEM AND THE AUDITORY BRAINSTEM AND COCHLEA, TO PRODUCE CLINICALLY VALID DATA USED BY MEDICAL PROFESSIONALS TO MAKE CLINICAL DECISIONS; AND RELATED SOFTWARE PACKAGES SOLD AS A UNIT THEREWITH
78/352,590	AEEG	January 15, 2004	AUTOMATED ELECTROENCEPHALOGRAM (EEG) COMPUTER PROGRAM USED IN ANALYZING NEUROLOGICAL ASSESSMENT
78/352,581	AAEP	January 15, 2004	AUTOMATED AUDITORY EVOKED POTENTIAL (AEP) COMPUTER PROGRAM USED IN ANALYZING NEUROLOGICAL AND HEARING ASSESSMENT