

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brainscope Company, Inc.		12/26/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Aloha BS Holdings LLC
<b>Street Address:</b>	1717 Rhode Island Avenue, N.W.
<b>Internal Address:</b>	Suite 1000
<b>City:</b>	Washington
<b>State/Country:</b>	DISTRICT OF COLUMBIA
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNKNOWN

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78352581	AAEP
Serial Number:	78352590	AEEG
Serial Number:	78354879	BRAINSCOPE
Serial Number:	78354897	BRAIN STETHOSCOPE
Serial Number:	78485623	BRAINBASE
Serial Number:	78738196	LIFESCREENER
Serial Number:	78772030	EEGSCREENER
Serial Number:	78611679	BRAINTREND
Serial Number:	77275903	NEUROTRIAGE
Serial Number:	77275875	BX
Serial Number:	77275885	BCD

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407

**900128724**

**TRADEMARK  
 REEL: 003947 FRAME: 0596**

**CH \$290.00 78352581**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (213) 430-8308  
Email: sgordon@omm.com  
Correspondent Name: Shari L. Gordon  
Address Line 1: 400 S. Hope Street  
Address Line 2: 18th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	706,322-105
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	03/06/2009

**Total Attachments: 4**

source=Brainscope Security Interest#page1.tif  
source=Brainscope Security Interest#page2.tif  
source=Brainscope Security Interest#page3.tif  
source=Brainscope Security Interest#page4.tif

## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Brainscope Company, Inc., a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Senior Secured Notes Purchase Agreement dated as of December 26, 2008, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Purchase Agreement”) with the persons named therein (collectively, together with their respective successors and assigns party to the Purchase Agreement from time to time, the “Note Holders”), and Aloha BS Holdings LLC, as collateral agent for the Note Holders (in such capacity, “Secured Party”) pursuant to which Note Holders have made certain commitments, subject to the terms and conditions set forth in the Purchase Agreement, to purchase certain notes from the Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 26, 2008 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor and Secured Party, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

Grant of Trademark Security Interest  
to Security Agreement

DC1:765682.2

TRADEMARK  
REEL: 003947 FRAME: 0598

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

Grant of Trademark Security Interest  
to Security Agreement

DC1:765682.2

**TRADEMARK**  
**REEL: 003947 FRAME: 0599**

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 26 day of December, 2008.

**BRAINSCOPE COMPANY, INC.**

By: Mark W. Wright  
Mark W. Wright, Chief Financial Officer

Grant of Trademark Security Interest  
to Security Agreement

1/2267796.1

**TRADEMARK**  
**REEL: 003947 FRAME: 0600**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Status</u>
Grantor	AAEP	78/352581	Published
Grantor	AEEG	78/352590	Published
Grantor	BrainScope	78/354879	Published
Grantor	Brain Stethoscope	78/354897	Published
Grantor	BrainBase	78/485623	Published
Grantor	LifeScreener	78/738196	Published
Grantor	EEGScreener	78/772030	Pending
Grantor	BrainTrend	78/611679	Published
Grantor	Neurotriage	77/275903	Pending
Grantor	BX	77/275875	Pending
Grantor	BCD	77/275885	Pending

Grant of Trademark Security Interest  
to Security Agreement

DCI:765682.2

**RECORDED: 03/06/2009**

**TRADEMARK  
REEL: 003947 FRAME: 0601**