

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRAINCELLS, INC.		07/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3077913	BRAINCELLS	
Registration Number:	3962475	BCI	
Registration Number:	3836935	BRAINCELLS	
Registration Number:	3884842	BRAINCELLS BCI INC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)638-5016		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	8586771416		
<b>Email:</b>	lisa.ortiz@dlapiper.com		
<b>Correspondent Name:</b>	DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ATTN: LISA ORTIZ		
<b>Address Line 2:</b>	4365 EXECUTIVE DRIVE, SUITE 1100		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	354271-000196		
<b>NAME OF SUBMITTER:</b>	TROY ZANDER		

**CH \$115.00 3077913**

**900199309**

**TRADEMARK**  
**REEL: 004601 FRAME: 0391**

Signature:	/S/ TROY ZANDER
Date:	08/09/2011
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 1, 2011 by and between SILICON VALLEY BANK ("Bank") and BRAINCELLS, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 16, 2009, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of July 1, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Collateral that is Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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

GRANTOR:

Address of Grantor:

BRAINCELLS, INC.

3565 General Atomics Court, Suite 200  
San Diego, CA 92191  
Attn: Alana McNulty, Vice President, Finance

By:   
Title: CARL GOLDFISHER

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

**[Signature Page to Intellectual Property Security Agreement]**

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None.

## EXHIBIT B

### Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issued/Filed Date</u>
1. Modulation of neurogenesis by nootropic agents	12622346	11/19/09
2. Modulation of neurogenesis by PPAR agents	12690915	1/20/10
3. Modulation of neurogenesis using D-Cycloserine combinations	12712119	2/24/10
4. Modulation of neurogenesis with GABA agents and GABA analogs	12860535	8/20/10
5. Modulation of neurogenesis by HDac inhibition	11470957	9/7/06
6. Methods of identifying agents and conditions that modulate neurogenesis	11482528	7/7/06
7. Modulation of neurogenesis by PDE inhibition	11551667	10/20/06
8. GABA receptor mediated modulation of neurogenesis	11554315	10/30/06
9. Modulation of neurogenesis by nootropic agents	11683982	3/8/07
10. Combinations containing a 4-Acylaminopyridine derivative	11766721	6/21/07
11. PPAR mediated modulation of neurogenesis	11857221	9/18/07
12. HMG CoA reductase mediated modulation of neurogenesis	11858790	9/20/07
13. Melanocortin receptor mediated modulation of neurogenesis	11862115	9/26/07
14. Modulation of neurogenesis by melatonineric agents	11965110	12/27/07
15. Modulation of neurogenesis with use of modafinil	11972467	1/10/08
16. Modulation of neurogenesis with biguanides and GSK3-beta agents	12024923	2/1/08
17. Aliskiren modulation of neurogenesis	12409431	3/23/09
18. 5 HT receptor mediated neurogenesis	12492067	6/25/09
19. Methods of treating psychiatric conditions comprising administration of muscarinic agents in combination with SSRIS	7678363	3/16/10
20. 5 HT receptor mediated neurogenesis	7678808	3/16/10
21. Neurogenesis by modulating angiotensin	7858611	12/28/10

22. Neurogenesis by modulating angiotensin	12973749	12/20/10
23. Neurogenesis by muscarinic receptor modulation	12692365	1/22/10
24. 5 HT receptor mediated neurogenesis	12491958	6/25/09

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>Filed/Reg. Date</u>
1. BRAINCELLS	3077913	4/4/06
2. BCI	3962475	5/17/11
3. BRAINCELLS	3836935	8/24/10
4. BRAINCELLS BCI INC	3884842	12/7/10