

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRAINSCOPE COMPANY, INC.		06/30/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Sandy Spring Bank		
Street Address:	17801 Georgia Avenue		
City:	Olney		
State/Country:	MARYLAND		
Postal Code:	20832		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3645564	BRAINSCOPE	
Registration Number:	4064071	AHEAD	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<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:	202.469.5163		
Email:	dan.neustadt@hkllaw.com		
Correspondent Name:	Daniel C Neustadt		
Address Line 1:	800 17th Street NW, Suite 1100		
Address Line 2:	Holland & Knight LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	122874.00031		
NAME OF SUBMITTER:	Daniel C. Neustadt		
SIGNATURE:	/Daniel C. Neustadt/		
DATE SIGNED:	07/01/2015		
Total Attachments: 6			
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GRANT OF INTELLECTUAL PROPERTY SECURITY INTEREST

June 30, 2015

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 Intellectual Property Collateral (as defined below); and

WHEREAS, Grantor and Sandy Spring Bank (the "Lender") have entered into a Loan and Security Agreement, dated as of June 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement");

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor created in favor of the Lender for the benefit of the Lender a security interest in, and the Lender has become a secured creditor with respect to, the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to the Lender for the benefit of the Lender a security interest in all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

- (i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all of the Intellectual Property Collateral, including, but not limited to, those set forth on Schedule A annexed hereto, all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and
- (ii) all future proceeds, products, rents and profits of or from any and all of the foregoing Intellectual Property Collateral. For purposes of this Grant of Intellectual Property Security Interest, the term "proceeds" shall have the meaning assigned to the term "Proceeds" in the Uniform Commercial Code of the State of Maryland.

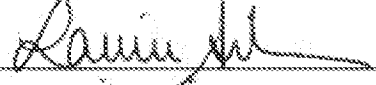
Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference as if fully set further herein. In the event of any conflict between this Grant and the Loan and Security Agreement, the Loan and Security Agreement shall control.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Loan and Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Grant of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

(signature page follows)

BRAINSCOPE COMPANY, INC.

By: 
Name: Laurie Silver
Title: Chief Financial Officer

SCHEDULE A
LIST OF INTELLECTUAL PROPERTY
[see attached]

ISSUED BRAINSCOPE PATENTS

U.S. Patent No.	Docket No.	Title	Application No.
7,054,453	0006-00000	1. Fast Estimation of Weak Bio-Signals Using Novel Algorithms for Generating Multiple Additional Data Frames	10/113,425
7,302,064	0006-01000	2. Fast Estimation of Weak Bio-Signals Using Novel Algorithms for Generating Multiple Additional Data Frames	11/337,674
7,333,619	(NA)	3. Fast Wavelet Estimation of Weak Bio-Signals Using Novel Algorithms for Generating Multiple Additional Data Frames	11/420,862
7,720,530	0005-01000	4. Field-Deployable Concussion Detector	12/041,106
7,904,144	0005-00000	5. System and Method for Signal Processing Using Fractal Dimension Analysis	11/195,001
8,041,136	0033-00000	6. System and Method for Signal Processing Using Fractal Dimension Analysis	12/106,699
8,364,254	0041-00000	7. Method and Device for Probabilistic Objective Assessment of Brain Function	12/361,174
8,364,255	0042-00000	8. Method and Device for Removing EEG Artifacts	12/720,861
8,391,948	0016-00000	9. Electrode Array	12/067,525
8,473,024	0040-00000	10. Flexible Headset for Sensing Brain Electrical Activity	12/190,232
8,478,394	0045-00000	11. Field Deployable Concussion Assessment Device	12/857,504
8,577,451	0020-00000	12. System and methods for monitoring and improving classification and treatment of neurologic states	12/639,218
8,579,812	0018-00000	13. System and methods for management of disease over time	12/638,602
8,700,141	0017-00000	14. Method and apparatus for automatic evoked potentials Assessment	12/720,395
8,792,974	0049-00000	15. Method and Device for Multimodal Neurological Evaluation	13/352,618
8,838,227	0005-03000	16. Method for Assessing Brain Function and Portable Automatic Brain Function Assessment Apparatus	13/018,533
8,948,860	0005-02000	17. Field-Deployable Concussion Detector	12/780,355
D560,809	0015-00000	18. Electrode Array	29/238,840
D594,127	0015-01000	19. Electrode Array	29/298,138
D603,051	0034-00000	20. Flexible Headset for Sensing Brain Electrical Activity	29/321,575
D641,886	0043-00000	21. Flexible Headset for Sensing Brain Electrical Activity	29/357,272
D647,208	0047-00000	22. Flexible Headset for Sensing Brain Electrical Activity	29/382,685
8,989,836	0051-00000	23. Electrode Array and Method of Placement	14/627,944 13/790,149
D728,801	0052-00000	24. Electrode Headset	29/448,016
open	0042-01000	25. Method and Device for Removing EEG Artifacts (Allowance 4-14-15)	13/751,448

ISSUED LICENSED PATENTS

Company + U.S. Patent No.	Ref.	Title	Application No.
NYU 6,052,619	JOH01-16US	1. Brain Function Scan System	08/908,456
NYU 6,385,486	JOH01-16Div1	2. Brain Function Scan System	09/447,369
NYU 7,089,927	NA	3. System and method for guidance of anesthesia, analgesia, and amnesia	10/279,131
NYU 7,471,978	JOH01-16DIV2	4. Brain Function Scan System	10/045,799
NYU 7,647,098	Pri01-04	5. System and Method for Prediction of Cognitive Decline	11/262,906
NYU 7,711,417	NA	6. System and method for guidance of anesthesia, analgesia, and amnesia	11/471,122
NYU 7,986,991	Pri01-04US2	7. System and Method for Prediction of Cognitive Decline	12/639,680
NYU 8,700,142	Joh-16CON3	8. Brain Function Scan System	12/275,395
Stryker 6,972,543	NA	9. Series Resonant Inductive Charging Circuit	10/646,386
Stryker 7,976,473	NA	10. Method and Apparatus for Signal Encoding Evoked Responses	10/587,461
Stryker 8,246,549	NA	11. Method for Predicting Stroke and Pain in a Human Patient	10/588,221
Stryker 8,734,361	NA	12. Method and Apparatus for Signal Encoding Evoked Responses	13/180,339
Stryker D541,421	NA	13. Electrode Array	29/209,252

PENDING BRAINSCOPE PATENT APPLICATIONS

U.S. App. No.	Docket No.	Title
12/541,272	0028-00000	1. Development of Fully-Automated Classifier Builders for Neurodiagnostic Applications
12/576,521	0025-00000	2. System and method for pain-monitoring at the point-of-care
12/639,357	0036-00000	3. Method and device for point-of-care neuro-assessment and treatment guidance
13/284,184	0048-00000	4. Method of Building Classifiers for Real-Time Classification of Neurological States
14/185,169	0017-01000	5. Method and Apparatus for automatic evoked potentials assessment
14/256,623	0053-01000	6. Integrated Portable Anesthesia and Sedation Monitoring Device
14/295,825	0049-01000	7. Method and Device for Multimodal Neurological Evaluation
14/322,355	0049-02000	8. Method and Device for Multimodal Neurological Evaluation
29/518,019	0052-01000	9. Electrode Headset
29/518,016	0055-00000	10. Ear Attachment for Medical Headset

PENDING LICENSED PATENT APPLICATIONS

Company + U.S. App No.	Ref:	Title
NYU 12/744,549	JOH01-45	1. System and Method for Assessing Efficacy of Therapeutic Agents
NYU 12-744,619	JOH01-46	2. QEEG-Guided Selection and Titration of Psychotropic Medications

REGISTERED BRAINSCOPE TRADEMARKS

U.S. Registration No.	Mark
3,645,564	BRAINSCOPE
4,064,071	AHEAD