

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brain Decoder, LLC		06/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Company		
Street Address:	3135 Easton Turnpike		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06825		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4912785	BRAINDECODER	
CORRESPONDENCE DATA			
Fax Number:	2016786305		
<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:	201-525-6305		
Email:	dgold@coleschotz.com		
Correspondent Name:	David S. Gold, Esq., Cole Schotz P.C.		
Address Line 1:	Court Plaza North, 25 Main Street		
Address Line 4:	Hackensack, NEW JERSEY 07601		
NAME OF SUBMITTER:	David S. Gold		
SIGNATURE:	/David S. Gold/		
DATE SIGNED:	06/20/2016		
Total Attachments: 4			
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source=2016_06_15_BrainDecoder_TrademarkAssignment_cosigned#page2.tif			
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TRADEMARK ASSIGNMENT AND LICENSE

This Trademark Assignment and License (the "Agreement") dated as of June 16, 2016, is made by and between Brain Decoder, LLC, a Delaware limited liability company ("Brain Decoder"), and General Electric Company, a New York corporation ("General Electric").

WITNESSETH:

WHEREAS, Brain Decoder is engaged in the business of providing digital news and other information relating to neuroscience including, without limitation, through the website "braindecoder.com" (the "Business");

WHEREAS, Brain Decoder is the owner of all right, title and interest in and to the "BRAINDECODER" trademark (U.S. Reg. No. 4912785) (the "Trademark") in connection with the Business;

WHEREAS, Brain Decoder wishes to assign, transfer, convey and deliver to General Electric all of Brain Decoder's right, title and interest in and to the Trademark, including all goodwill associated therewith; and

WHEREAS, General Electric wishes to provide Brain Decoder with a limited license to use the Trademark in connection with wind-down activities related to the Business.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Brain Decoder hereby transfers, conveys, assigns and delivers to General Electric, and General Electric hereby accepts from Brain Decoder, all of Brain Decoder's rights, interest, claims and privileges associated with the Trademark including, without limitation, the goodwill associated therewith and the exclusive rights to: (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademark; (b) prosecute and maintain registrations for the Trademark; (c) claim priority in connection with the Trademark; and (d) all other rights of any kind whatsoever of Brain Decoder accruing thereunder. The parties acknowledge that all rights accrued from Brain Decoder's use of the Trademark prior to and after assignment to General Electric, and any goodwill resulting from such uses, shall inure to the benefit of General Electric.

2. License. General Electric hereby grants to Brain Decoder a license to use the Trademark in connection with the wind-down activities of the Business. Brain Decoder will continue to use the mark in a manner and at a quality level consistent with prior activities. It is anticipated that these activities will be completed within one year of the execution of this Agreement. Should Brain Decoder require additional time to complete these activities, it will provide a written request to General Electric and it will

not be unreasonably denied. General Electric retains all right, title and interest in and to the Trademark, including any goodwill associated therewith. The parties acknowledge that all rights accruing from Brain Decoder's use of the Trademark in connection with the Business, and any goodwill resulting from such uses, shall inure to the benefit of General Electric. Should Brain Decoder use the mark in a manner inconsistent with the terms of this agreement, General Electric may terminate this limited license upon written notice.

3. Recordation. Brain Decoder hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record General Electric as owner of all right, title and interest in and to the Trademark.

4. Disclaimer: Ownership; No Challenge. Brain Decoder hereby disclaims all interest in the Trademark and except as agreed by the parties in writing, shall not, directly or indirectly, use or apply to register any Trademark, or any other intellectual property confusingly similar thereto or that would constitute an infringement of the Trademark. Brain Decoder hereby acknowledges and agrees that from and after the date hereof General Electric shall be the exclusive owner of the Trademark. Brain Decoder agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction: (a) General Electric's rights, title and interest in and to the Trademark; (b) General Electric's and its affiliates' rights to use and control the Trademark, or (c) the validity of the Trademark. General Electric agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging, in any jurisdiction, Brain Decoder's and its affiliates' rights to use the Trademark for the purposes set forth herein.

5. Cooperation. Brain Decoder agrees that at any time and from time to time Brain Decoder shall promptly execute and deliver such other documents and take all further actions which General Electric, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to perfect General Electric's right, title and interest in and to the Trademark, including, without limitation, its recordation in the relevant state and national trademark offices.

6. General Provisions. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect to the Trademark. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

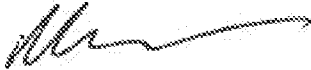
7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York or federal law, as applicable, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

8. Counterparts. This Agreement may be executed in counterparts, which may be by electronic means or scanned signatures, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.


[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment and License to be executed as of the date first above written.

Brain Decoder, LLC

By: 
Title: CEO
Name: Andrew Koppelman

General Electric Company

By: 
Title: Global Executive Brand
Name: Counsel
Catherine Meuneng