

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrainScope Company, Inc.		09/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BrainScope SPV LLC		
Street Address:	4330 East West Highway		
Internal Address:	Suite 100		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3645564	BRAINSCOPE	
Registration Number:	4064071	AHEAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Craig Tighe		
SIGNATURE:	/s/ Craig Tighe		
DATE SIGNED:	09/07/2021		
Total Attachments: 3			
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EXECUTION VERSION

TRADEMARKS ASSIGNMENT

This Trademarks Assignment (the “**Assignment**”) is entered into as of September 7, 2021, by and between BrainScope Company, Inc., a Delaware corporation (“**Assignor**”), and BrainScope SPV LLC, a Delaware limited liability company and a wholly-owned subsidiary of Assignor (“**Assignee**”).

RECITALS

WHEREAS, Assignor has adopted, used and is the owner of various registered trademarks and trademark applications set forth on the attached **Schedule A**, and all rights applicable thereto, including, but not limited to, all common law rights, causes of action, and the right to recover for past infringement, dilution or other misappropriation (hereinafter collectively the “**Trademarks**”); and

WHEREAS, in accordance with the terms of the Contribution Agreement, dated as of the date hereof, between Assignee and Assignor (the “**Contribution Agreement**”), Assignor has agreed to assign, transfer and convey the Trademarks to Assignee and Assignee desires to acquire the Trademarks, together with the associated goodwill;

NOW, THEREFORE, IT IS AGREED THAT:

1. Assignor assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the Trademarks, including, without limitation, all goodwill of the Assignor or its business, products and services appurtenant thereto, associated with or symbolized by the Trademarks and/or the use thereof; the right (but not the obligation) to sue and recover for past, present and future infringements of the Trademarks; the right to prosecute trademark applications for the Trademarks; all rights (but not obligations) corresponding to the Trademarks throughout the world in perpetuity; all renewals of the Trademarks; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Trademarks now or in the future owned or used by third parties; and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. Assignor authorizes all applicable state and federal agencies and foreign jurisdictions to transfer all registrations for the Trademarks to Assignee or as Assignee may otherwise direct.

3. Upon Assignee’s request, Assignor and its officers, representatives and successors shall perform all acts reasonably necessary to ensure the full and complete enjoyment by Assignee of all right, title and interest in and to the Trademarks, including, without limitation, the execution, delivery, filing and recording, at Assignor’s expense, of such further assignments, certificates, applications, instruments and other documents as may be requested by Assignee.

4. This Assignment is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and Assignee with respect to the Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any party under the Contribution Agreement. If any provision of this Assignment is inconsistent or conflicts with the Contribution Agreement, the Contribution Agreement shall control.

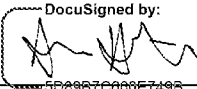
5. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

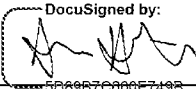
6. This Assignment may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format date file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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

BRAINSCOPE SPV LLC

BRAINSCOPE COMPANY, INC.

By:  _____
Name: Susan Hertzberg
Title: President and Chief Executive Officer

By:  _____
Name: Susan Hertzberg
Title: President and Chief Executive Officer

[Signature Page to Trademarks Assignment]

**Schedule A
to
Trademarks Assignment**

Mark Description	Registration No.	Registration Date
Brainscope	3645564	April 14, 2009
Ahead	4064071	October 26, 2009