UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): June 12, 2009

CNS RESPONSE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**0-26285**	**87-0419387**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2755 Bristol Street, Suite 285
Costa Mesa, California 92626
(Address of Principal Executive Offices/Zip Code)

(714) 545-3288
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Item 3.02 Unregistered Sales of Equity Securities

On June 12, 2009, CNS Response Inc. (the "Company") entered into a Bridge Note and Warrant Purchase Agreement (the "Purchase Agreement") with Mr. John Pappajohn ("Investor").

Pursuant to the Purchase Agreement, on June 12, 2009, Investor purchased a Secured Convertible Promissory Note in the principal amount of $1,000,000 from the Company. In order to induce Investor to purchase the note, the Company issued to Investor a warrant to purchase up to 3,333,333 shares of the Company's common stock at a purchase price equal to $0.30 per share. The warrant expires on June 30, 2016.

The note issued pursuant to the Purchase Agreement provides that the principal amount of $1,000,000 together with a single payment of $90,000 (the "Premium Payment") is due and payable, unless sooner converted into shares of the Company's common stock (as described below), upon the earlier to occur of: (i) a declaration by Investor on or after June 30, 2010 or (ii) an Event of Default (as defined in the note). The note is secured by a lien on substantially all of the assets (including all intellectual property) of the Company. In the event of a liquidation, dissolution or winding up of the Company, unless Investor informs the Company otherwise, the Company shall pay Investor an amount equal to the product of 250% multiplied by the then outstanding principal amount of the note and the Premium Payment.

In the event the Company consummates an equity financing transaction of at least $1,500,000 (excluding any and all other debt that is converted), the then outstanding principal amount of the note (but excluding the Premium Payment, which will be repaid in cash at the time of such equity financing) shall be automatically converted into the securities issued in the equity financing by dividing such amount by the per share price paid by the investors in such financing.

The Bridge Note and Warrant Purchase Agreement, a form of Secured Convertible Promissory Note, and a form of Warrant to Purchase Shares are attached as Exhibits 10.1, 10.2 and 10.3 hereto and are incorporated by reference herein. The foregoing description of the Purchase Agreement and the note and warrant issuable pursuant thereto does not purport to be complete and is qualified in its entirety by reference to the full text of the aforementioned exhibits.

In issuing the warrant without registration under the Securities Act of 1933, as amended (the "Securities Act"), the Company relied upon one or more of the exemptions from registration contained in Sections 4(2) of the Securities Act, and in Regulation D promulgated thereunder, as the warrant was issued to an accredited investor, without a view to distribution, and was not issued through any general solicitation or advertisement. The Company made this determination based on the representations of Investor which included, in pertinent part, that Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, that Investor was acquiring the warrant for investment purposes for its own account, and not with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act, and that Investor understood that the warrant and the securities issuable upon exercise thereof may not be sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit Number	Description
10.1	Bridge Note and Warrant Purchase Agreement, dated June 12, 2009, by and between the Company and Mr. John Pappajohn.
10.2	Form of Secured Convertible Promissory Note.
10.3	Form of Warrant to Purchase Shares.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CNS Response, Inc.

Date: June 18, 2009

By: /s/ George Carpenter
George Carpenter,
Chief Executive Officer

BRIDGE NOTE AND WARRANT PURCHASE AGREEMENT

THIS BRIDGE NOTE AND WARRANT PURCHASE AGREEMENT (this ***"Agreement"***) is made as of June 12, 2009 by and between CNS Response, Inc., a Delaware corporation (the ***"Company"***), and Mr. John Pappajohn (the ***"Investor"***).

Agreement

In consideration for the mutual promises and covenants herein, the parties agree as follows:

Section 1 – Purchase and Sale of Note and Warrant

1.1 Agreement to Purchase and Sell Note and Warrant.

a) Closing. Subject to the terms and conditions of this Agreement, the Investor agrees to purchase, and the Company agrees to sell and issue to the Investor, a Secured Convertible Promissory Note in the principal amount of $1,000,000, substantially in the form attached hereto as ***Exhibit A*** (the ***"Note"***), at the closing (the ***"Closing"***). In addition, in order to induce the Investor to purchase the Note, the Company shall issue to the Investor at the Closing a warrant in the form attached hereto as ***Exhibit B*** (the "***Warrant***") that will permit the Investor to purchase up to 3,333,333 shares of common stock of the Company ("***Common Stock***") at a purchase price equal to $0.30 per share.

b) Securities. The Note and Warrant issued pursuant to this Agreement, and any securities issuable upon conversion or exercise of such Note and Warrant or upon conversion of the shares of stock to be issued upon conversion or exercise of such Note or Warrant, are referred to herein as the ***"Securities."***

1.2 Closing.

a) The Closing shall take place at the offices of the Company at 10:00 a.m., California time, on the date hereof, or at such other location, date and time as may be agreed upon by the Investor and the Company (the ***"Closing Date"***). At the Closing, the Company shall issue and deliver to the Investor the Note and Warrant described in Section 1.1(a), both of which shall be acknowledged and agreed to by the Investor. As payment in full for such Note, the Investor shall deliver to the Company a check payable to the order of the Company in the amount of $1,000,000, or transfer such sum to the account of the Company by wire transfer. As payment in full for such Warrant, the Investor shall deliver to the Company a check payable to the order of the Company in the amount of $20, or transfer such sum to the account of the Company by wire transfer, which the parties agree is the fair market value of the Warrant being so issued. The obligation of the Investor to purchase and pay for the Note and Warrant at the Closing is, unless waived by the Investor, subject to the condition that the Company's representations and warranties contained in Section 2 are true, complete and correct on and as of the Closing Date. The obligation of the Company to sell and issue the Note and Warrant at the Closing is, unless waived by the Company, subject to the condition that the Investor's representations and warranties contained in Section 3 are true, complete and correct on and as of the Closing Date.

Section 2 - Representations and Warranties of the Company

The Company represents and warrants to the Investor as follows:

2.1 Existence of Company. The Company is a duly organized Delaware corporation. Upon the taking of the actions referred to in Section 4.1, the Company will be validly existing in all jurisdictions where it conducts its business.

2.2 Authority to Execute. The execution, delivery and performance by the Company of (i) this Agreement, (ii) the Note and the Warrant to be issued pursuant to the terms of this Agreement, (iii) the Intercreditor Agreement, dated as of the date hereof, among the Company, the Investor and SAIL Venture Partners, LP (" ***SAIL***") (the ***"Intercreditor Agreement"***), and (iv) any financing statements thereunder (collectively, the ***"Loan Documents"***) are within the Company's corporate powers, have been duly authorized by all necessary corporate action, do not and will not conflict with any provision of law or organizational document of the Company (including its Certificate of Incorporation or Bylaws) or of any agreement or contractual restrictions binding upon or affecting the Company or any of its property and need no further stockholder or creditor consent.

2.3 No Stockholder Approval Required. No approval of the Company's stockholders is required for (i) the entry by the Company into this Agreement, (ii) the issuance of the Note and Warrant contemplated by this Agreement, (iii) the granting of the security interest under the terms of such Note or (iv) the issuance of any shares of stock upon conversion or exercise of such Note and Warrant or upon conversion of the shares of stock to be issued upon conversion or exercise of such Note or Warrant.

2.4 Valid Issuance. The shares of stock to be issued upon conversion or exercise of the Note and Warrant contemplated by this Agreement will be, upon issuance and following receipt by the Company of any applicable consideration therefore as set forth in the applicable Loan Document, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the Loan Documents, the documents entered into by the investors and other parties in the financing giving rise to such conversion of the Note, applicable state and federal securities laws and liens or encumbrances created by or imposed by the Investor. Assuming the accuracy of the representations of the Investor in Section 3 of this Agreement, such Note and Warrant and the shares of stock to be issued upon conversion or exercise of such Note and Warrant or upon conversion of the shares of stock to be issued upon conversion or exercise of such Note and Warrant will be issued in compliance with all applicable federal and state securities laws. The issuance of such Note, Warrant and shares will not trigger any anti-dilution protections.

2.5 Binding Obligation. Upon the taking of the actions referred to in Section 4.1, this Agreement will be, and the other Loan Documents when delivered hereunder will be, legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

2.6 Litigation. No litigation or governmental proceeding is pending or threatened against the Company which may have a materially adverse effect on the financial condition, operations or prospects of the Company, and to the knowledge of the Company, no basis therefore exists.

2.7 Intellectual Property. To the best of its knowledge, the Company owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others. There are no outstanding options, licenses or agreements of any kind relating to the foregoing proprietary rights, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" or standard products.

2.8 SEC Reports. The Company has timely filed all forms, reports, schedules, proxy statements, registration statements and other documents (including all exhibits thereto) required to be filed by it with the Securities and Exchange Commission (the "***SEC***") pursuant to the federal securities laws and the SEC rules and regulations thereunder, together with all certifications required pursuant to the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***") (as they have been amended since the time of their filing, including all exhibits thereto, the "***SEC Reports***"). Each of the SEC Reports complied in all material respects with the applicable requirements of the Securities Act of 1933, as amended (the ***"Securities Act"***) and the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), the Sarbanes-Oxley Act and the rules and regulations of the SEC under all of the foregoing. None of the SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or nececssary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3 - Representations and Warranties of the Investor

The Investor represents and warrants to the Company as follows:

3.1 Authorization; Binding Obligations. The Investor has full power and authority to enter into this Agreement and each of the other Loan Documents to which he is a party, and this Agreement and each other Loan Document constitutes a valid and legally binding obligation of the Investor, enforceable against the Investor in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

3.2 Accredited Investor. The Investor is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D promulgated under the Securities Act.

3.3 Investment for Own Account. The Note and Warrant issued pursuant to this Agreement and the shares of stock to be issued upon conversion or exercise of such Note and Warrant or upon conversion of the shares of stock to be issued upon conversion or exercise of such Note and Warrant are being acquired for his own account, for investment and not with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act.

Section 4 - Covenants of the Company

4.1 Good Standing. Within three (3) business days of the Closing, the Company shall make all filings with the State of Delaware and pay all franchise taxes and any other fees necessary to reinstate, renew or revive, as appropriate, the Certificate of Incorporation and to bring within good standing the status of the Company under the General Corporation Laws of the State of Delaware.

4.2 Future Financings. The Company covenants to allow Investor, at Investor's election, to participate in all future financings of the Company up to an aggregate participation by Investor of $10,000,000 in addition to the amounts invested by the Investor in the Company after giving effect to the transactions contemplated by this Agreement. The Company shall provide adequate notice to the Investor of all such future financings. Notwitstanding the foregoing, Investor is not obligated to participate in any future financings.

4 . 3 Registration Rights Agreement . Notwithstanding any provision in the Loan Documents to the contrary, the Company agrees that all securities issued upon conversion or exercise of the Note and Warrant contemplated by this Agreement or upon conversion of the shares of stock to be issued upon conversion or exercise of such Note and Warrant will be subject to a Registration Rights Agreement between the Company and Investor. In the event that the terms of such Note and Warrant do not provide for such a Registration Rights Agreement, the Company agrees to work with Investor in good faith to prepare and execute such a Registration Rights Agreement on terms reasonably satisfactory to Investor at the time such Note and Warrant are converted or exercised.

4.4 Restrictive Covenants. Without the consent of Investor, the Company shall not:

a) effect a merger, reorganization, or sell, exclusively license or lease, or otherwise dispose of any assets of the Company with a value in excess of $20,000, other than in the ordinary course of business;

b) borrow, guaranty or otherwise incur indebtedness in excess of $100,000;

c) acquire all or substantially all of the properties, assets or stock of any other corporation or entity or assets with a value greater than $50,000; or

d) form, contribute capital or assets to, or make a loan or advance in excess of $50,000 to (i) any partially-owned or wholly-owned subsidiary, (ii) a joint venture or (iii) a similar business entity.

Section 5 - Security Agreement

5.1 Grant of Security Interest.

a) The Company, in consideration of the indebtedness evidenced by the Note, hereby grants and conveys to the Investor a security interest in and to all of the Company's existing and future right, title and interest in, to and under the Collateral as defined in Section 5.2 below.

b) The Investor and Company agree that, subject to the terms of the Intercreditor Agreement, the indebtedness evidenced by the Note is and shall be senior in right of payment to all presently existing and hereafter arising indebtedness for borrowed money of the Company, and any other indebtedness of the Company, other than those Senior Secured Convertible Promissory Notes dated March 30, 2009 and May 14, 2009, in the aggregate principal amount of $450,000, issued to SAIL and that Senior Secured Convertible Promissory Note dated March 30, 2009, in the aggregate principal amount of $250,000, issued to Brandt Ventures, GP ("***Brandt***"). The Investor and Company further agree that, subject to the terms of the Intercreditor Agreement, all liens and security interests at any time granted by the Company to secure the Note, including the Collateral, are and shall be (i) subordinate only to existing liens and security interests in the assets of the Collateral which secure indebtedness of the Company to SAIL and Brandt; and (ii) shall be senior to all other, including hereafter arising, liens and security interests in the assets of the Collateral which secure any and all other indebtedness. The Company has taken, and will take, all actions necessary to make the statements in this Section 5.1(b) true.

5.2 Property. The property subject to the security interest (the ***"Collateral"***) is as follows:

a) *Equipment and Fixtures.* All equipment of every type and description owned by the Company, including (without limitation) all present and future machinery, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies and other goods (except inventory) used or bought for use by the Company for any business or enterprise and including all goods that are or may be attached or affixed to or otherwise become fixtures upon any real property.

b) *Accounts Receivable and Other Intangibles.* All of the Company's accounts, chattel paper, contract rights, commissions, warehouse receipts, bills of lading, delivery orders, drafts, acceptances, notes, securities and other instruments; documents; general intangibles, patents and trademarks, applications for patents and trademarks including, but not limited to, the patent application entitled "Method for Classifying and Treating Physiologic Brain Imbalances Using Quantitative EEG," know-how, proprietary information, all software source and object code whether created or licensed by the Company, all data that comprises the QEEG patient database, all forms of receivables, and all guaranties and securities therefore.

c) *Inventory and Other Tangible Personal Property.* All of the Company's inventory, including all goods, merchandise, materials, raw materials, work in progress, finished goods, now owned or hereinafter acquired and held for sale or lease or furnished or to be furnished under contracts or service agreements or to be used or consumed in the Company's business and all other tangible personal property of the Company.

d) *After-Acquired Property.* All property of the types described in Sections 5.2(a)-(c), or similar thereto, that at any time hereafter may be acquired by Company including, but not limited to, all accessions, parts, additions and replacements.

e) *Products and Proceeds.* All products and proceeds of the Collateral from the sale or other disposition of any of the Collateral described or referred to in Sections 5.2(a)-(d), including (without limitation) all accounts, instruments, chattel paper or other rights to payment, money, insurance proceeds and all refunds of insurance premiums due or to become due under all insurance policies covering the forgoing property.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any contract right or licenses to the extent that any such contract or license prohibits the granting of a security interest therein, and the granting of a security interest in such contract or license would cause the Company to be in breach thereof or otherwise lose its rights thereunder.

5 . 3 Removal of Collateral Prohibited. The Company shall not permanently remove the Collateral from its premises without the written consent of the Investor, except that the Company may dispose of Collateral in the ordinary course of business.

5.4 Protection of Security Interest. Subject to the terms of the Intercreditor Agreement, if an Event of Default has occurred under the Note and is continuing, or if any action or proceeding is commenced which materially adversely affects the Collateral or title under the Note or the senior right of payment or other interest of the Investor, then the Investor may make such appearance, disburse such sums and take such action as he deems necessary to protect his interest, including but not limited to: (a) disbursement of reasonable attorney's fees; (b) entry upon the Company's property to make repairs to the Collateral; and (c) procurement of satisfactory insurance that is reasonable under the circumstances; provided, however, the Investor may undertake the foregoing only if he has first provided written notice of the Event of Default to the Company, and the Company has failed to cure such Event of Default within ten (10) days of receipt of such notice. Any amounts disbursed by the Investor pursuant to this Section 5.4, with interest thereon, shall become additional indebtedness of the Company secured by this Section 5. Unless the Company and the Investor agree to other terms of payment, such amounts shall be immediately due and payable, and if the Investor notifies the Company within five (5) days of such disbursement, all such amounts shall bear interest from the date which is ten (10) days following the date of disbursement at the rate stated in the Note.

5 . 5 Forbearance by Investor Not a Waiver. Any forbearance by the Investor in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of, any right or remedy. The acceptance by the Investor of payment of any sum secured by the Note after the due date of such payment shall not be a waiver of the right of the Investor to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. No action taken by the Investor shall waive the right of the Investor to accelerate the indebtedness secured by this Section 5 and seek such other remedies as are provided by the Note and/or applicable law.

5 . 6 Uniform Commercial Code Security Agreement. This Section 5 is intended to be a security agreement pursuant to the Uniform Commercial Code (the "***UCC***") for any of the items specified in the Note as part of the Collateral which, under applicable law, may be subject to a security interest pursuant to the UCC, and the Company hereby grants the Investor a security interest in said items. The Company agrees that the Investor may file any appropriate document in the appropriate jurisdiction as a financing statement for any of the Collateral. In addition, the Company agrees to execute and deliver to the Investor, upon his request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of the Note in such form as the Investor may require to perfect a security interest with respect to the Collateral. The Company shall pay all costs of filing such financing statements and any extensions, renewal, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the Investor may reasonably require. Upon the occurrence and during the continuance of an Event of Default under the Note, the Investor shall have the remedies of a secured party under the UCC and may exercise all rights and remedies available under the UCC and the Note.

5.7 Rights of Investor.

a) Upon the occurrence of an Event of Default under the Note, the Investor may require the Company to assemble the Collateral and make it available to the Investor at the place to be designated by the Investor which is reasonable convenient to both parties. The Investor may sell all or any part of the Collateral as a whole or in parcels either by public auction, private sale, or other method of disposition pursuant to UCC. The Investor may bid at any public sale on all or any portion of the public sale or of the Collateral. The Investor shall give the Company reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made, and notice given at least ten (10) days before the time of the sale or other disposition shall be conclusively presumed to be reasonable.

b) Notwithstanding any provision of the Note, the Investor shall be under no obligation to offer to sell the Collateral. In the event the Investor offers to sell the Collateral, the Investor will be under no obligation to consummate a sale of the Collateral if, in his reasonable business judgment, none of the offers received by him reasonably approximates the fair value of the Collateral.

c) In the event the Investor elects not to sell the Collateral, the Investor may elect to follow the procedures set forth in the UCC for retaining the Collateral in satisfaction of the Company's obligation, subject to the Company's rights under such procedures.

5.8 Remedies Cumulative. Each remedy provided herein or in the Note is distinct and cumulative to all other rights or remedies provided herein or in the Note or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. All remedies available to Investor shall be subject to the terms of the Intercreditor Agreement. The rights granted to the Investor pursuant to this Section 5 are subject to the senior security interests in the Collateral granted to SAIL and Brandt.

Section 6 - Miscellaneous

6.1 No Waiver; Cumulative Remedies. No failure or delay on the part of any party to any Loan Document in exercising any right or remedy under, or pursuant to, any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy or power preclude other or further exercise thereof, or the exercise of any other right, remedy or power. The remedies in the Loan Documents are cumulative and are not exclusive of any remedies provided by law.

6.2 Amendments and Waivers. No amendment or waiver of any provisions of this Agreement or the Note and Warrant that may be issued pursuant to this Agreement shall be effective unless such amendment or waiver is in writing signed by the Company and the Investor. Any such amendment, waiver or modification effected in accordance with this paragraph shall be binding upon both the Company and the Investor.

6.3 Notices, Etc. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person, sent by facsimile transmission to the number set forth on the signature page hereof only if a hard copy is sent by U.S. mail to the recipient within 24 hours of facsimile transmission, or such other number as may hereinafter be designated in writing by the recipient to the sender, or duly sent by first class registered or certified mail, return receipt requested, postage prepaid, or overnight delivery service (*e.g.*, Federal Express) addressed to such party at the address set forth on the signature page hereof or such other address as may hereafter be designated in writing by the addressee to the sender. All such notices, advises and communications shall be deemed to have been received: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date of transmission; and (c) in the case of mailing or delivery by service, on the date of delivery as shown on the return receipt or delivery service statement.

6.4 Costs and Expenses. The Company agrees to be responsible for its costs and expenses incurred in connection with the preparation of the Loan Documents and to reimburse Investor for all of its costs and expenses incurred in connection with the preparation of the Loan Documents, including legal fees of the Investor's outside counsel. If any litigation, contest, dispute, suit, proceeding or action is instituted between or among any of the parties hereto regarding the enforcement or interpretation of this Agreement or any of the Exhibits hereto, the prevailing party shall be entitled to reimbursement from the other party or parties for all reasonable expenses, costs, charges and other fees (including legal fees) incurred in connection with or related to such dispute.

6.5 Governing Law. The Loan Documents shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state; provided, however, that the perfection of the security interests in the Collateral shall be governed and controlled by the laws of the relevant jurisdiction or jurisdictions under the UCC. The Company and Investor consent to personal jurisdiction in Orange County, California.

6 . 6 Severability. If any term in this Agreement is held to be illegal or unenforceable, the remaining portions of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if this Agreement did not contain the term held to be illegal or unenforceable.

6 . 7 Binding Effect; Assignment. The Loan Documents shall be binding upon and inure to the benefit of the Company and the Investor and their respective successors and assigns. The Company may not assign its rights or interest under the Loan Documents without the prior written consent of Investor.

6 . 8 Transfer of Securities. Notwithstanding the legend required to be placed on the Securities by applicable law, no registration statement or opinion of counsel shall be necessary: (a) for a transfer of Securities to the estate of the Investor or for a transfer of Securities by gift, will or intestate succession of the Investor to his spouse or to the siblings, lineal descendants or ancestors of Investor or his spouse, if the transferee agrees in writing to be subject to the terms hereof to the same extent as if he or she were the original Investor hereunder; or (b) for a transfer of Securities pursuant to SEC Rule 144 or any successor rule, or for a transfer of Securities pursuant to a registration statement declared effective by the SEC under the Securities Act.

6 . 9 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants of the parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement indefinitely, and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the other parties.

6 . 1 0 California Commissioner of Corporations. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION FOR SUCH SECURITIES PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATIONS BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

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SIGNATURE PAGE TO
BRIDGE NOTE AND WARRANT PURCHASE AGREEMENT

THE COMPANY:

CNS Response, Inc.

By: /s/ George Carpenter
Name: George Carpenter
Its: Chief Executive Officer

2755 Bristol Street, Suite 285
Costa Mesa, CA 92626

Phone: (714) 545-3288
Fax: (866) 294-2611

INVESTOR:

By: /s/ John Pappajohn
Mr. John Pappajohn

2166 Financial Center
Des Moines, IA 50309

Phone: [_____]
Fax: [_____]

EXHIBIT A
FORM OF NOTE

EXHIBIT B
FORM OF WARRANT

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CNS RESPONSE, INC.
SECURED CONVERTIBLE PROMISSORY NOTE

$1,000,000.00 **June 12, 2009**
Costa Mesa, California

FOR VALUE RECEIVED, CNS Response, Inc., a Delaware corporation (the "**Company**"), promises to pay to Mr. John Pappajohn ("**Investor**", or "**Noteholder**"), or his registered assigns, in lawful money of the United States of America, the principal sum of One Million Dollars ($1,000,000.00), together with a single payment of Ninety Thousand Dollars ($90,000) (the "**Premium Payment**") to be paid upon pursuant to Section 2 below. All unpaid principal, together with the Premium Payment and other amounts payable under this Secured Convertible Promissory Note (this "**Note**") shall be due and payable, unless converted pursuant to Section 6 below, on the earlier of (i) a declaration by Investor on or after June 30, 2010 (the "**Maturity Date**") that such amounts are due and payable or (ii) when, upon or after the occurrence of an Event of Default (as defined below), such amounts are made due and payable in accordance with the terms hereof. This Note is secured by a lien on all of the assets of the Company granted pursuant to the terms of Section 5 of the Bridge Note and Warrant Purchase Agreement, dated as of the date hereof between the Company and Investor (the "**Purchase Agreement**").

The following is a statement of the rights of Investor and the conditions to which this Note is subject, and to which the Company and Investor agree:

1. Definitions. As used in this Note, the following capitalized terms have the following meanings:

(a) "**Company**" includes the corporation initially executing this Note and any Person which shall succeed to or assume the obligations of the Company under this Note.

(b) "**Equity Financing Conversion Price**" shall mean 100% of the per share price paid for the securities in the Qualified Equity Financing.

(c) "**Investor**" shall mean the Person specified in the introductory paragraph of this Note or any other Person who is the registered holder of this Note.

(d) "**Outstanding Debt**" shall mean, as of a particular time, the sum of (i) the then outstanding principal amount of this Note and (ii) the Premium Payment.

(e) "**Person**" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

(f) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

2. Premium Payment. Subject to Sections 3 and 6, the Premium Payment shall be payable at the earlier of(i) a declaration by Investor on or after the Maturity Date that the Outstanding Debt is due and payable, (ii) prepayment of this Note pursuant to Section 3 below, (iii) conversion of the Outstanding Debt pursuant to Section 6and (iv) when, upon or after the occurrence of an Event of Default (as defined below), the Outstanding Debt is made due and payable in accordance with the terms hereof.

3. Prepayment. This Note may not be prepaid except with the prior written consent of Investor. Notwithstanding any other provision of this Note, if prior to the date on which all of the Outstanding Debt is repaid there is a liquidation, dissolution or winding-up of the Company (a "**Liquidation Event**"), then, unless Investor provides written notice to the Company to the contrary prior to the Liquidation Event, concurrently with the Liquidation Event, in full satisfaction of the Outstanding Debt, the Company shall pay Investor an amount equal to the product of (x) 250% multiplied by (y) the Outstanding Debt. Investor agrees to deliver the original of this Note (or a notice to the effect that the original Note has been lost, stolen or destroyed along with an indemnity with respect thereto in a form satisfactory to the Company) at the closing of the Liquidation Event for cancellation; *provided, however*, that upon payment of the amounts set forth above with respect to the Outstanding Debt, the Outstanding Debt shall be deemed satisfied and paid in full and the Company shall have no other obligation with respect to the Outstanding Debt, whether or not this Note is delivered for cancellation as set forth in the preceding sentence.

4. Notice of Defaults. The Company shall furnish to Investor written notice of the occurrence of any Event of Default hereunder promptly following the occurrence thereof.

5. Events of Default.

(a) The occurrence of any of the following shall constitute an "**Event of Default**":

(i) Failure of the Company to pay the principal or the Premium Payment on this Note when due.

(ii) Failure of the Company to perform or observe any covenant or agreement as required by this Note and continuation of such failure for a period of ten (10) days following written notice from Investor.

(iii) The Company makes a general assignment for the benefit of creditors.

(iv) Any proceeding is instituted by or against the Company seeking to adjudicate it bankrupt or insolvent, and such proceeding is not dismissed within sixty (60) days.

(v) The entry against the Company of a final judgment, decree or order for the payment of money in the excess of $25,000 and the continuance of such judgment, decree or order unsatisfied for a period of thirty (30) days without a stay of execution.

(vi) Any representation or warranty of the Company made in this Note is proven not to have been true and correct in any material respect as of the date of this Note.

(vii) George Carpenter voluntarily or involuntarily terminates his employment with the Company.

(b) If an Event of Default occurs and is continuing, Investor may exercise any or all of the following rights and remedies:

(i) Declare the Note and the Premium Payment be immediately due and payable, and upon such declaration, the Note and the Premium Payment shall immediately be due and payable, without presentment, demand, protest or any notice of any kind, all of which are expressly waived.

(ii) Exercise any and all other rights and remedies available to Investor under Section 5 of the Purchase Agreement and otherwise available to creditors at law and in equity.

6. Conversion.

(a) Automatic Conversion. In the event that the Company consummates, while the Outstanding Debt is outstanding, an equity financing of not less than $1,500,000, excluding any and all notes and other liabilities or indebtedness which are converted, and with the principal purpose of raising capital (a "**Qualified Equity Financing**"), then the Outstanding Debt (excluding the Premium Payment, which would be made in cash in accordance with Section 2) shall automatically convert into the number of securities issued as part of the Qualified Equity Financing equal to the quotient of (x) the Outstanding Debt divided by (y) the Equity Financing Conversion Price. The securities shall otherwise be issued on the same terms as such shares are issued to the lead investor that purchases the securities in the Qualified Equity Financing. Upon such conversion, Investor hereby agrees to execute and deliver to the Company all transaction documents related to the Qualified Equity Financing, including a purchase agreement and other ancillary agreements having substantially the same terms (other than price) as those agreements entered into by the other purchasers of the securities, subject to Investor's reasonable review and approval. Investor also agrees to deliver the original of this Note (or a notice to the effect that the original Note has been lost, stolen or destroyed along with an indemnity with respect thereto in a form satisfactory to the Company) at the closing of the Qualified Equity Financing for cancellation; *provided, however*, that upon satisfaction of the conditions set forth in this Section 6(a), the Outstanding Debt shall be deemed converted and the Company shall have no other obligation to repay the Outstanding Debt, whether or not this Note is delivered for cancellation as set forth in this sentence.

(b) Fractional Shares; Effect of Conversion. No fractional shares shall be issued upon conversion of the Outstanding Debt. In lieu of the Company issuing any fractional shares to Investor upon the conversion of the Outstanding Debt, the Company shall pay to Investor an amount equal to the product obtained by multiplying the Equity Financing Conversion Price by the fraction of a share not issued pursuant to the previous sentence.

7. Successors and Assigns. Subject to the restrictions on transfer described in Sections 9 and 11 below, the rights and obligations of the Company and Investor shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

8. Waiver and Amendment. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and Investor. Any such amendment, waiver or modification effected in accordance with this paragraph shall be binding upon the Company and Investor.

9. Transfer of this Note or Securities Issuable on Conversion Hereof. With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Investor will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Investor's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect, as applicable). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Investor that Investor may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. This Note thus transferred and each certificate representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and the Premium Payment and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary. Notwithstanding the foregoing, Investor may assign this Note or securities into which such Note may be converted to an affiliated entity without the prior written consent of the Company so long as such assignment complies with applicable law.

10. Representations and Warranties.

(a) Investor represents and warrants to the Company that:

(i) Authorization. Investor has full power and authority to enter into this Note. This Note constitutes a valid and legally binding obligation of Investor, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(ii) Accredited Investor. Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.

(b) The Company represents and warrants to Investor that:

(i) Existence of Company. The Company is a duly organized Delaware corporation. Upon the taking of the actions referred to in Section 4.1 of the Purchase Agreement, the Company will be validly existing in all jurisdictions where it conducts its business.

(ii) Authority to Execute. The execution, delivery and performance by the Company of this Note and any financing statements hereunder are within the Company's corporate powers, have been duly authorized by all necessary corporate action, do not and will not conflict with any provision of law or organizational document of the Company (including its Certificate of Incorporation or Bylaws) or of any agreement or contractual restrictions binding upon or affecting the Company or any of its property and need no further stockholder or creditor consent.

(iii) No Stockholder Approval Required. No approval of the Company's stockholders is required for the issuance of this Note, the granting of the security interest hereunder or the issuance of any shares of stock upon conversion of this Note.

(iv) Binding Obligation. Upon the taking of the actions referred to in Section 4.1 of the Purchase Agreement, this Note will be a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors' rights generally and to general equitable principles.

(v) Litigation. Except as previously disclosed to Investor, no litigation or governmental proceeding is pending or threatened against the Company which may have a materially adverse effect on the financial condition, operations or prospects of the Company, and to the knowledge of the Company, no basis therefore exists.

(vi) Intellectual Property. To the best of its knowledge, the Company owns or possesses sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others. There are no outstanding options, licenses or agreements of any kind relating to the foregoing proprietary rights, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information and other proprietary rights and processes of any other person or entity other than such licenses or agreements arising from the purchase of "off the shelf" or standard products.

11. Assignment by the Company. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, in whole or in part (other than by operation of law) by the Company without the prior written consent of Investor.

12. Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth on the signature page hereto, or at such other address or facsimile number as a party shall have furnished to the other party in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

13. Employees and Agents. Investor may take any action hereunder by or through agents or employees so long as such agents or employees are duly authorized to so act on behalf of the Investor.

14. Payment. Payment shall be made in lawful tender of the United States.

15. Pari Passu Notes. Investor acknowledges and agrees that the payment of the Outstanding Debt under this Note shall be*pari passu* in right of payment, to the notes issued to SAIL Venture Partners, LP ("**SAIL**" or "**Noteholder**"), dated March 30, 2009 and May 19, 2009 in the aggregate principal amount of $450,000 (collectively, the "**SAIL Note**"), as provided for in the Intercreditor Agreement, dated as of the date hereof, between Investor and SAIL.

16. Relationship Between Noteholders. For so long as this Note and either SAIL Note are outstanding, Investor covenants to consult with and act in concert with SAIL, or the registered holder of the SAIL Notes in exercising any rights and remedies available to it under the Uniform Commercial Code (the "**UCC**") and Section 5 of this Note and Section 5 of the Purchase Agreement and (ii) either Investor or SAIL, individually, may act on behalf of both Investor and SAIL under the terms of this Note in the event SAIL has the written consent of Investor to so act. In the event this Note remains outstanding but either SAIL Note is not outstanding, (i) all rights and remedies of Investor under this Note shall remain applicable to the Investor and (ii) all action required under this Note to be taken by both Investor and SAIL may be taken solely by the Investor.

17. Expenses; Waivers. If this Note is not paid when due and Investor takes any action to enforce Investor's rights hereunder, the Company shall promptly pay upon demand by Investor all such reasonable costs of collection, including reasonable attorneys' fees, whether or not litigation is commenced. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument. The Company also shall pay for all attorney's fees incurred by Investor related to the drafting and preparation of this Note.

18. Governing Law. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California, or of any other state.

19. Effectiveness. This Note shall become effective upon the execution by the Company and Investor.

[Remainder of Page Intentionally Left Blank]

The Company has caused this Note to be issued as of the date first written above and agrees to all the terms set forth above.

CNS RESPONSE, INC.

By: _____

Name: George Carpenter
Its: Chief Executive Officer

Address: 2755 Bristol Street, Suite 285
Costa Mesa, CA 92626

Accepted and agreed:

INVESTOR:

_____
Mr. John Pappajohn

Address: 2166 Financial Center
Des Moines, IA 50309

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED.

Void after

June 30, 2016

JOHN PAPPAJOHN

WARRANT TO PURCHASE SHARES

This Warrant is issued to Mr. John Pappajohn ("**Investor**") by CNS Response, Inc., a Delaware corporation (the "**Company**"), pursuant to the terms of that certain Bridge Note and Warrant Purchase Agreement (the " **Agreement**"), dated June 12, 2009. All capitalized terms not defined in this Warrant shall have the meaning ascribed to them in the Agreement.

1. Purchase of Shares. Subject to the terms and conditions hereinafter set forth and set forth in the Agreement, the holder of this Warrant is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the holder hereof in writing), to purchase from the Company up to 3,333,333 fully paid and nonassessable Shares (as defined below) at the Exercise Price (as defined below).

2. Definitions.

(a) Exercise Price. The exercise price for the Shares initially shall be $0.30 per share (such price, as adjusted from time to time, is herein referred to as the "**Exercise Price**").

(b) Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the date hereof and ending on the expiration of this Warrant pursuant to Section 14 hereof.

(c) The Shares. The term "**Shares**" shall mean shares of the Company's common stock, par value $0.001 per share.

3 . Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with Section 2 above, the holder may exercise, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

(i) the surrender of the Warrant, together with a notice of exercise to the Secretary of the Company at its principal offices; and

(ii) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased.

4. Net Exercise. In lieu of cash exercising this Warrant, the holder of this Warrant may elect to receive shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with notice of such election, in which event the Company shall issue to the holder hereof a number of Shares computed using the following formula:

$$X = \frac{Y\ (A - B)}{A}$$

Where

X -- The number of Shares to be issued to the holder of this Warrant.

Y -- The number of Shares purchasable under this Warrant.

A -- The fair market value of one Share.

B -- The Exercise Price (as adjusted to the date of such calculations).

For purposes of this Section 4, the fair market value of a Share shall mean the average of the closing bid and asked prices of Shares quoted in the over-the-counter market in which the Shares are traded or the closing price quoted on any exchange on which the Shares are listed, whichever is applicable, as published in the Western Edition of The Wall Street Journal for the ten (10) trading days prior to the date of determination of fair market value (or such shorter period of time during which such stock was traded over-the-counter or on such exchange). If the Shares are not traded on the over-the-counter market or on an exchange, the fair market value shall be the price per Share that the Company could obtain from a willing buyer for Shares sold by the Company from authorized but unissued Shares, as such prices shall be determined in good faith by the Company's Board of Directors.

5. Certificates for Shares. Upon the exercise of the purchase rights evidenced by this Warrant, one or more certificates for the number of Shares so purchased shall be issued as soon as practicable thereafter, and in any event within thirty (30) days of the delivery of the subscription notice.

6. Issuance of Shares. The Company covenants that the Shares, when issued pursuant to the exercise of this Warrant, will be duly and validly issued, fully paid and nonassessable and free from all taxes, liens, and charges with respect to the issuance thereof.

7. Adjustment of Exercise Price and Number of Shares. The number of and kind of securities purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide the Shares, by split-up or otherwise, or combine its Shares, or issue additional shares of its Shares as a dividend, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the purchase price payable per share, but the aggregate purchase price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 7(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination, or stock dividend provided for in Section 7(a) above), then the Company shall make appropriate provision so that the holder of this Warrant shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities and property receivable in connection with such reclassification, reorganization, or change by a holder of the same number of Shares as were purchasable by the holder of this Warrant immediately prior to such reclassification, reorganization, or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the holder of this Warrant so that the provisions hereof, including Sections 7(a), shall thereafter be applicable with respect to any shares of stock or other securities and property deliverable upon exercise hereof, and appropriate adjustments shall be made to the purchase price per share payable hereunder, provided the aggregate purchase price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price, the Company shall promptly notify the holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant.

8 . No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Exercise Price then in effect.

9. Representations of the Company. The Company represents and warrants to Holder that the representations and warranties made by the Company in Section 2 of the Agreement are true, correct and complete as of the date hereof. In addition, the Company represents that the Shares necessary for a cash exercise of this Warrant are duly reserved.

10. Representations and Warranties by the Holder. The Holder represents and warrants to the Company that the representations and warranties made by the Holder in Section 3 of the Agreement are true, correct and complete as of the date hereof.

11. Restrictive Legend.

The Shares (unless registered under the Securities Act of 1933, as amended (the ***"Act"***)) shall be stamped or imprinted with a legend in substantially the following form:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY.

THE SALE OF SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.

12. Warrants Transferable. Subject to compliance with the terms and conditions of this Section 12, this Warrant and all rights hereunder are transferable, in whole or in part, without charge to the holder hereof (except for transfer taxes), upon surrender of this Warrant properly endorsed or accompanied by written instructions of transfer. With respect to any offer, sale or other disposition of this Warrant or any Shares acquired pursuant to the exercise of this Warrant prior to registration of such Warrant or Shares, the holder hereof agrees to give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of such holder's counsel, or other evidence, if requested by the Company, to the effect that such offer, sale or other disposition may be effected without registration or qualification (under the Act as then in effect or any federal or state securities law then in effect) of this Warrant or the Shares and indicating whether or not under the Act certificates for this Warrant or the Shares to be sold or otherwise disposed of require any restrictive legend as to applicable restrictions on transferability in order to ensure compliance with such law. Upon receiving such written notice and reasonably satisfactory opinion or other evidence, if so requested, the Company, as promptly as practicable, shall notify such holder that such holder may sell or otherwise dispose of this Warrant or such Shares, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 12 that the opinion of counsel for the holder or other evidence is not reasonably satisfactory to the Company, the Company shall so notify the holder promptly with details thereof after such determination has been made. Each certificate representing this Warrant or the Shares transferred in accordance with this Section 12 shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with such laws, unless in the aforesaid opinion of counsel for the holder, such legend is not required in order to ensure compliance with such laws. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Notwithstanding the foregoing, Holder may assign this Warrant or the Shares into which such Warrant may be converted to an affiliated entity without the prior written consent of the Company so long as such assignment complies with applicable law.

13. Rights of Stockholders. No holder of this Warrant shall be entitled, as a Warrant holder, to vote or receive dividends or be deemed the holder of the Shares or any other securities of the Company which may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until the Warrant shall have been exercised and the Shares purchasable upon the exercise hereof shall have become deliverable, as provided herein.

14. Notices. All notices and other communications given or made hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, with a copy to be sent by United States first class mail, postage prepaid, (c) five (5) days after being sent by registered or certified mail, return receipt required, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address or fax number as set forth on the signature page to the Agreement or to such electronic mail address, facsimile number or address as subsequently modified by written notice given in according with this Section 14.

15. Governing Law. This Warrant and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state.

16. Rights and Obligations Survive Exercise of Warrant. Unless otherwise provided herein, the rights and obligations of the Company, of the holder of this Warrant and of the holder of the Shares issued upon exercise of this Warrant, shall survive the exercise of this Warrant.

[Signature Page Follows]

Issued this 12th day of June, 2009.

CNS RESPONSE, INC.

By: _____

Name: George Carpenter
Its: Chief Executive Officer

Address: 2755 Bristol Street, Suite 285
Costa Mesa, CA 92626

Accepted and agreed:

_____
Mr. John Pappajohn

Address: 2166 Financial Center
Des Moines, IA 50309

EXHIBIT A

NOTICE OF EXERCISE

TO: CNS Response, Inc.

Attention: Chief Executive Officer

1. The undersigned hereby elects to purchase _____ Shares of _____ pursuant to the terms of the attached Warrant.

2. Method of Exercise (Please initial the applicable blank):

___ The undersigned elects to exercise the attached Warrant by means of a cash payment, and tenders herewith payment in full for the purchase price of the shares being purchased, together with all applicable transfer taxes, if any.

___ The undersigned elects to exercise the attached Warrant by means of the net exercise provisions of Section 4 of the Warrant.

3. Please issue a certificate or certificates representing said Shares in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

4. The undersigned hereby represents and warrants that the aforesaid Shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares and all representations and warranties of the undersigned set forth in Section 10 of the attached Warrant are true and correct as of the date hereof.

_____
(Signature)

_____
(Name)

_____ _____
(Date) (Title)

FORM OF TRANSFER

(To be signed only upon transfer of Warrant)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the attached Warrant to purchase _____ shares of _____ of CNS Response, Inc. to which the attached Warrant relates, and appoints _____ Attorney to transfer such right on the books of _____, with full power of substitution in the premises.

Dated: _____

_____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Address: _____

_____

_____

Signed in the presence of:

_____