As filed with the Securities and Exchange Commission on June 20, 2012

Registration No. 333-173934

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

Amendment No. 8
to
FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

CNS RESPONSE, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**8734**	**87-0419387**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S Employer Identification No.)

85 Enterprise, Suite 410
Aliso Viejo, CA 92656
(949) 420-4400

(Address, including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

George Carpenter, Chief Executive Officer
CNS Response, Inc.
85 Enterprise, Suite 410
Aliso Viejo, CA 92656
(949) 420-4400

(Name, Address, including Zip Code, and Telephone Number, including Area Code, of Agent for Service)

Copy to:

Jeffrey A. Baumel, Esq.
SNR Denton US LLP
1221 Avenue of the Americas
New York, New York 10020-1089
(212) 768-6700

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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☐ Accelerated Filer ☐
Non-Accelerated Filer ☐ Smaller Reporting Company ☒
(Do not check if a smaller reporting company)

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. Other Expenses of Issuance and Distribution.

The expenses (other than underwriting discounts and expenses) payable by us in connection with this offering are as follows[1]:

	Amount
SEC registration fee	$ 1,120
FINRA fee	2,621
Printing and mailing expenses	30,000
Accounting fees and expenses	40,000
Legal fees and expenses	550,000
Transfer agent fees and expenses	20,000
Miscellaneous	11,259
Total expenses	$ 655,000

(1) All expenses are estimated except for the SEC fee and the FINRA fee.

ITEM 14. Indemnification of Directors and Officers.

The Delaware General Corporation Law and certain provisions of our certificate of incorporation and bylaws under certain circumstances provide for indemnification of our officers, directors and controlling persons against liabilities which they may incur in such capacities. A summary of the circumstances in which such indemnification is provided for is contained herein, but this description is qualified in its entirety by reference to our certificate of incorporation, bylaws and to the statutory provisions.

In general, any officer, director, employee or agent may be indemnified against expenses, fines, settlements or judgments arising in connection with a legal proceeding to which such person is a party, if that person's actions were in good faith, were believed to be in our best interest, and with respect to any criminal action or proceeding, such person had no reasonable cause to believe their actions were unlawful. Unless such person is successful upon the merits in such an action, indemnification may be awarded only after a determination by independent decision of the board of directors, by legal counsel, or by a vote of the stockholders, that the applicable standard of conduct was met by the person to be indemnified.

The circumstances under which indemnification is granted in connection with an action brought on our behalf is generally the same as those set forth above; however, with respect to such actions, indemnification is granted only with respect to expenses actually incurred in connection with the defense or settlement of the action. In such actions, unless the court determines otherwise, the person to be indemnified must have acted in good faith and in a manner believed to have been in our best interest, and have not been adjudged liable to the corporation.

Indemnification may also be granted pursuant to the terms of agreements which we are currently party to with each of our directors and executive officers, agreements which we may enter into in the future or pursuant to a vote of stockholders or directors. Delaware law and our certificate of incorporation also grant the power to us to purchase and maintain insurance which protects our officers and directors against any liabilities incurred in connection with their service in such a position, and such a policy may be obtained by us.

A stockholder's investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. Apart from our current litigation with Brandt, there is no pending litigation or proceeding involving any of our directors, officers or employees regarding which indemnification by us is sought, nor are we aware of any threatened litigation that may result in claims for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Reference is made to the following documents filed as exhibits to this Registration Statement regarding relevant indemnification provisions described above and elsewhere herein:

Exhibit	Number
Certificate of Incorporation of Registrant, as amended	3.1 and 3.1.1
Bylaws of Registrant	3.2
Form of Indemnification Agreement	10.22

ITEM 15. Recent Sales of Unregistered Securities.

Reference is made to the Shares for Debt Agreement entered into on January 11, 2007 described in the section entitled "Certain Relationships and Related Transactions and Director Independence" in the prospectus.

2009 Private Placement Transactions

On August 26, 2009, we received gross proceeds of approximately $2,043,000 in the first closing of our private placement transaction with six accredited investors. Pursuant to Subscription Agreements entered into with the investors, we sold approximately 38 Investment Units at $54,000 per Investment Unit. Each "Investment Unit" consists of 6,000 shares of our common stock and a five year non-callable warrant to purchase 3,000 shares of our common stock at an exercise price of $9.00 per share. After commissions and expenses, we received net proceeds of approximately $1,792,300 upon the first closing of our private placement. On December 24, 2009, we had a second closing of our private placement in which we received additional gross proceeds of approximately $2,996,000 from 24 accredited investors. At the second closing, we sold approximately 55 Investment Units on the same terms and conditions as the Investment Units sold at the first closing. After commissions and expenses, we received net proceeds of approximately $2,650,400 in connection with this second closing of our private placement. On December 31, 2009, we had a third closing of our private placement in which we received additional gross proceeds of approximately $432,000 from five accredited investors. At the third closing, we sold eight Investment Units on the same terms and conditions as the Investment Units sold at the first closing. After commissions and expenses, we received net proceeds of approximately $380,200 in connection with this third closing of our private placement. On January 4, 2010, the Company completed its fourth and final closing of its private placement, resulting in additional gross proceeds to the Company of $108,000 from two accredited investors. At this fourth closing, we sold two Investment Units on the same terms and conditions as the Investment Units sold at the first closing. After commissions and expenses, we received net proceeds of approximately $95,000 in connection with this final closing of our private placement. These private placement transactions are described in further detail in "Liquidity and Capital Resources" below and Note 3 to the audited consolidated financial statements.

Prior to our private placement, we raised aggregate proceeds of $1,700,000 in fiscal year 2009 through the issuance of secured convertible promissory notes on each of March 30, May 14, and June 12, 2009. Upon the first closing of our private placement on August 26, 2009, these notes were converted into shares of our common stock, as more fully described in Note 3 of the audited consolidated financial statements.

July 5, 2010 Grant of Warrants to Consultants

On July 5, 2010, the Board granted warrants to purchase 16,668 shares of common stock to staff members of Equity Dynamics for consulting services rendered to the Company in connection with fund raising activities. Equity Dynamics, Inc. is a company owned by Mr. Pappajohn. These warrants have an exercise price of $9.00 per share, are exercisable from the date of grant and have a term of 10 years from the date of grant.

The warrants issued to staff members of Equity Dynamics were not registered under the Securities Act. No general solicitation or advertising was used in connection with the grant. In making the grant without registration under the Securities Act, the Company relied upon the exemption from registration contained in Section 4(2) of the Securities Act.

2010, 2011 & 2012 Private Placement Transactions

From June 3, 2010 through to November 12, 2010, we raised $3.00 million through the sale of senior secured convertible notes ("October Notes") and warrants. Of such amount $1.75 million was purchased by members of our Board of Directors or their affiliate companies.

From January 20, 2011 through to April 25, 2011, we raised $2.50 million through the sale of subordinated convertible notes ("January Notes") and warrants. Of such amount, $1.00 million was purchased by members of our Board of Directors or their affiliate companies. These January Notes have subsequently been amended to add a second position security interest.

From October 12, 2011 through January 30, 2012, we raised an additional $2.00 million through the sale of subordinated secured convertible notes ("$2MM Bridge Notes") and warrants.

On February 29, 2012, we raised an additional $90,000 through the sale of an unsecured convertible note and warrants. We received two short-term loans aggregating $200,000 from our director John Pappajohn on April 26, 2012 and May 25, 2012. These loans, evidenced by interest-free demand notes, are expected to be repaid immediately upon the consummation of the offering. *See Notes 3 and 11 of the audited financial statements, "Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities — Recent Sales of Unregistered Securities" and "Item 13. Certain Relationships and Related Transactions, and Director Independence."*

ITEM 16. Exhibits and Financial Statement Schedules.

a. The exhibits listed under the caption "Exhibit Index" following the signature page are filed herewith or incorporated by reference herein.

b. Financial Statement Schedules

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or notes thereto.

ITEM 17. Undertakings.

(a) Rule 415 Offering. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(5)(ii) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) For the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(h) Request for Acceleration of Effective Date or filing of registration statement becoming effective upon filing.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(i) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and

contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Aliso Viejo, State of California, on June 19, 2012.

CNS RESPONSE, INC.
(Registrant)
By: /s/ George Carpenter
George Carpenter
Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates stated.

Signature	Title	Date
/s/ George Carpenter George Carpenter	Chief Executive Officer and Director (Principal Executive Officer)	June 19, 2012
/s/ Paul Buck Paul Buck	Chief Financial Officer (Principal Financial and Accounting Officer)	June 19, 2012
/s/ David B. Jones David B. Jones	Chairman of the Board	June 19, 2012
* Henry T. Harbin, M.D.	Director	June 19, 2012
* John Pappajohn	Director	June 19, 2012
* George Kallins, M.D.	Director	June 19, 2012
/s/ Zachary McAdoo Zachary McAdoo	Director	June 19, 2012
Maurice DeWald	Director	June , 2012
* /s/ George Carpenter George Carpenter, by power-of-attorney		June 19, 2012

EXHIBIT INDEX

Exhibit Number	Exhibit Title
1.1	Form of Underwriting Agreement.
2.1	Agreement and Plan of Merger between Strativation, Inc., CNS Merger Corporation and CNS Response, Inc. dated as of January 16, 2007. Incorporated by reference to Exhibit No. 10.1 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on January 22, 2007.
2.2	Amendment No. 1 to Agreement and Plan of Merger by and among Strativation, Inc., CNS Merger Corporation, and CNS Response, Inc. dated as of February 28, 2007. Incorporated by reference to Exhibit No. 10.1 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on March 1, 2007.
3.1	Certificate of Incorporation, as amended. Incorporated by reference to Exhibit No. 3.1 to the Registrant's Form 10-K for the year ended September 30, 2011 (File No. 000-26285) filed with the Commission on December 22, 2011.
3.1.1	Certificate of Amendment to the Certificate of Incorporation, as amended. Incorporated by reference to Exhibit No. 3.1 to the Registrant's Form 8-K (File No. 000-26285) filed with the Commission on April 2, 2012.
3.2	Bylaws. Incorporated by reference to Exhibit No. 3.1 to the Registrant's Form 8-K (File No. 000-26285) filed with the Commission on March 28, 2012.
4.1**	Amended and Restated 2006 Stock Incentive Plan. Incorporated by reference to Appendix A to the Registrant's Definitive Proxy Statement on Schedule 14A (File No. 000-26285) filed with the Commission on April 1, 2010.
4.2**	2012 Omnibus Incentive Compensation Plan (Subject to stockholder approval). Incorporated by reference to Exhibit 4.2 to the Registrant's Amendment No. 4 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on April 25, 2011.
4.3	Intentionally omitted.
4.4	Sample Stock Certificate. Incorporated by reference to Exhibit 4.4 to the Registrant's Amendment No. 4 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on April 25, 2012.
4.5	Form of Warrant Agreement and Form of Warrant. Incorporated by reference to the corresponding exhibit to the Registrant's Amendment No. 5 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on May 22, 2012.
4.6	Form of Representative's Option Agreement.
5.1	Opinion of SNR Denton US LLP.
10.1	Amended and Restated Registration Rights Agreement, dated January 16, 2007 by and among the Registrant and the stockholders signatory thereto. Incorporated by reference to Exhibit No. 10.2 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on January 16, 2007.
10.2	Form of Subscription Agreement between the Registrant and certain investors, dated March 7, 2007. Incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on March 13, 2007.
10.3	Form of Indemnification Agreement by and among the Registrant, CNS Response, Inc., a California corporation, and certain individuals, dated March 7, 2007. Incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on March 13, 2007.

Exhibit Number	Exhibit Title
10.4	Form of Registration Rights Agreement by and among the Registrant and certain Investors signatory thereto dated March 7, 2007. Incorporated by reference to Exhibit 10.6 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on March 13, 2007.
10.5	Form of Registration Rights Agreement by and among the Registrant and certain stockholders of the Company signatory thereto dated March 7, 2007. Incorporated by reference to Exhibit 10.7 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on March 13, 2007.
10.6**	Employment Agreement by and between the Registrant and George Carpenter dated October 1, 2007. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on October 3, 2007.
10.7**	Employment Agreement by and between the Registrant and Daniel Hoffman dated January 11, 2008. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on January 17, 2008.
10.8	Stock Purchase Agreement by and among Colorado CNS Response, Inc., Neuro-Therapy, P.C. and Daniel A. Hoffman, M.D. dated January 11, 2008. Incorporated by reference to the Registrant's Annual Report on Form 10-K (File No. 000-26285) filed with the Commission on January 13, 2009.
10.9	Form of Warrant issued to Investors in Private Placement. Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on March 13, 2007.
10.10	Senior Secured Convertible Promissory Note, dated March 30, 2009, by and between the Company and Brandt Ventures, GP. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on April 3, 2009.
10.11	Senior Secured Convertible Promissory Note, dated March 30, 2009, by and between the Company and SAIL Venture Partners, LP. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 000-26285) filed with the Commission on April 3 2009.
10.12	Bridge Note and Warrant Purchase Agreement, dated May 14, 2009 by and between the Company and SAIL Venture Partners, LP. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on May 20, 2009.
10.13	Form of Secured Convertible Promissory Note. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on May 20, 2009.
10.14	Form of Warrant to Purchase Shares. Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on May 20, 2009.
10.15	Bridge Note and Warrant Purchase Agreement, dated June 12, 2009, by and between the Company and John Pappajohn. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on June 18, 2009.
10.16	Form of Secured Convertible Promissory Note. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on June 18, 2009.
10.17	Form of Warrant to Purchase Shares. Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on June 18, 2009.

Exhibit Number	Exhibit Title
10.18	Form of Subscription Agreement. Incorporated by reference to Exhibit 10.18 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 30, 2009.
10.19	Form of Warrant. Incorporated by reference to Exhibit 10.19 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 30, 2009.
10.20	Registration Rights Agreement. Incorporated by reference to Exhibit 10.20 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 30, 2009.
10.21	Amendment No. 1 to Registration Rights Agreement. Incorporated by reference to Exhibit 10.21 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 30, 2009.
10.22	Form of Indemnification Agreement. Incorporated by reference to Exhibit 10.22 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 30, 2009.
10.23**	Employment Agreement by and between the Registrant and Paul Buck effective as of February 18, 2010. Incorporated by reference to Exhibit 10.23 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on July 6, 2010.
10.24**	Consulting Agreement by and among CNS Response, Inc. and Henry T. Harbin, effective January 1, 2010. Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q (File Number 000-26285) filed with the Securities and Exchange Commission on May 14, 2010.
10.25	Bridge Note and Warrant Purchase Agreement, dated as of June 3, 2010, between CNS Response, Inc. and John Pappajohn. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on June 7, 2010.
10.26	Form of Note. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on June 7, 2010.
10.27	Form of Warrant. Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on June 7, 2010.
10.28	Placement Agent Agreement dated August 3, 2009 between the Registrant and Maxim Group LLC. Incorporated by reference to Exhibit 10.28 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on July 6, 2010.
10.29	Form of Warrant issued to Placement Agent. Incorporated by reference to Exhibit 10.29 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on July 6, 2010.
10.30	Form of Registration Rights Agreement dated August 26, 2009 between the Registrant and Maxim Group, LLC. Incorporated by reference to Exhibit 10.30 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on November 8, 2010.
10.31	Form of Amendment No.1 to Placement Agent Agreement dated July 21, 2010 between the Registrant and Maxim Group LLC. Incorporated by reference to Exhibit 10.31 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on November 8, 2010.

Exhibit Number	Exhibit Title
10.32	Form of Amendment No.1 to Form of Warrant issued to Placement Agent dated July 21, 2010. Incorporated by reference to Exhibit 10.32 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on November 8, 2010.
10.33	Form of Unsecured Promissory Note. Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on July 9, 2010.
10.34	Form of Guaranty. Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on July 9, 2010.
10.35	Form of Deerwood Note. Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on August 24, 2010.
10.36	Form of Deerwood Warrant. Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on August 24, 2010.
10.37	Engagement Agreement, dated September 30, 2010, between the Registrant and Monarch Capital Group, LLC, as Placement Agent. Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 13, 2010.
10.38	Form of Note and Warrant Purchase Agreement, dated October 1, 2010, by and between the Registrant and the Investors party thereto. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 7, 2010.
10.39	Security Agreement, dated October 1, 2010, by and between the Registrant and John Pappajohn, as administrative agent for the secured parties. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 7, 2010.
10.40	Form of October Note. Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 7, 2010.
10.41	Form of October Warrant. Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 7, 2010.
10.42	Form of Placement Agent Warrant issued to Monarch Capital Group, LLC. Incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 27, 2010.
10.43**	Employment Agreement, dated July 6, 2010, by and between the Registrant and Michael Darkoch. Incorporated by reference to Exhibit 10.43 to the Registrant's Registration Statement on Form S-1/A (File No. 333-164613) filed with the Commission on November 8, 2010.
10.44	Form of Guaranty, dated as of November 3, 2010, by SAIL Venture Partners, LP in favor of Deerwood Holdings, LLC/Deerwood Partners, LLC. Incorporated by reference to Exhibit 10.44 to the Registrant's Annual Report on Form 10-K (File No. 000-26285) filed with the Commission on December 21, 2010.
10.45	Form of Note and Warrant Purchase Agreement, dated as of January 20, 2011, by and between the Registrant and the Investors party thereto. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 1, 2011.

Exhibit Number	Exhibit Title
10.46	Form of Unsecured Note. Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 1, 2011.
10.47	Form of Warrant. Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 1, 2011.
10.48	Engagement Agreement, dated January 19, 2011, between the Registrant and Monarch Capital Group, LLC. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 1, 2011.
10.49	Form of Placement Agent Warrant. Incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 1, 2011.
10.50	Form of Agreement to Convert and Amend, dated as of June 3, 2011, between the Registrant and the holders of the October Notes and related warrants and of the Unsecured Notes and related warrants. Incorporated by reference to Exhibit 10.50 to the Registrant's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on June 20, 2011.
10.51	Form of Agreement to Amend Placement Agent Warrants, dated as of June 3, 2011, between the Registrant and the holders of the Placement Agent Warrants issued pursuant to the September 30, 2010 and January 19, 2011 engagement agreements between the Registrant and Monarch Capital Group LLC and the April 15, 2011 engagement agreement between the Registrant and Antaeus Capital, Inc. Incorporated by reference to Exhibit 10.51 to the Registrant's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on June 20, 2011.
10.52	Form of Agreement to Amend Warrants issued to staff members of Equity Dynamics for consulting and support services, dated as of June 8, 2011. Incorporated by reference to Exhibit 10.52 to the Registrant's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on June 20, 2011.
10.53	Form of Amendment to Stock Option Agreement. Incorporated by reference to Exhibit 10.53 to the Registrant's Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on June 20, 2011.
10.54	Form of Amendment and Conversion Agreement for the Secured Convertible Promissory Notes between the Registrant and the holders' signatory thereto. Incorporated by reference to Exhibit 10.54 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Commission on December 22, 2011.
10.55	Form of Amendment and Conversion Agreement for the Subordinated Unsecured Convertible Promissory Notes between the Registrant and the holders signatory thereto. Incorporated by reference to Exhibit 10.55 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Commission on December 22, 2011.
10.56	Form of Note and Warrant Purchase Agreement, dated as of October 18, 2011, by and between the Registrant and the Investors party thereto. Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 24, 2011.
10.56.1	Form of Amended and Restated Note and Warrant Purchase Agreement, dated November 11, 2011. Incorporated by reference to Exhibit 10.56.1 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 22, 2011.

Exhibit Number	Exhibit Title
10.57	Form of Amended and Restated Security Agreement, dated as of September 30, 2011, by and between the Registrant and Paul Buck, as administrative agent for the secured parties. Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 24, 2011.
10.58	Form of Subordinated Secured Convertible Promissory Note. Incorporated by reference to Exhibit 10.58 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 22, 2011.
10.59	Form of Warrant. Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on October 24, 2011.
10.60	Form of Subordinated Unsecured Convertible Promissory Note. Incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 6, 2012.
10.61	Form of Warrant. Incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K (File Number 000-26285) filed with the Securities and Exchange Commission on March 6, 2012.
10.62	Consulting Agreement between Henry T. Harbin and CNS Response, Inc., dated as of January 1, 2010. Incorporated by reference to Exhibit 10.62 to the Registrant's Amendment No. 4 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on April 25, 2012.
10.63	Advisory Agreement between Equity Dynamics, Inc., and CNS Response, Inc., dated as of February 1, 2010. Incorporated by reference to Exhibit 10.63 to the Registrant's Amendment No. 4 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on April 25, 2012.
10.64	Form of Subordinated Demand Promissory Note, by and between the Company and John Pappajohn. Incorporated by reference to Exhibit 10.64 to the Registrant's Amendment No. 4 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on April 25, 2012.
10.65	Form of Conversion Agreement for the Senior Convertible Promissory Notes ("October Notes") between the Registrant and the holders' signatory thereto, dated as of May 4, 2012.
10.66	Form of Conversion Agreement for the Subordinated Convertible Promissory Notes ("January Notes") between the Registrant and the holders' signatory thereto, dated as of May 4, 2012.
10.67	Form of Conversion Agreement for the Subordinated Convertible Promissory Notes ("2011 Bridge Notes") between the Registrant and the holders' signatory thereto, dated as of May 4, 2012.
10.68	Form of Lock-up Agreement and Amendment thereto. Incorporated by reference to Exhibit 10.68 to the Registrant's Amendment No. 6 to Registration Statement on Form S-1 (File No. 333-173934) filed with the commission on May 31, 2012.
10.69	Form of Conversion Agreement for the Senior Convertible Promissory Notes between the Registrant and the holders' signatory thereto, dated as of June 12, 2012.
10.70	Form of Conversion Agreement for the Subordinated Convertible Promissory Notes between the Registrant and the holders' signatory thereto, dated as of June 12, 2012.
10.71	Form of Conversion Agreement for the Subordinated Convertible Promissory Notes between the Registrant and the holders' signatory thereto, dated as of June 12, 2012.
21.1	Subsidiaries of the Registrant. Incorporated by reference to Exhibit 21.1 to the Registrant's Annual Report on Form 10-K (File Number 000-26285) filed with the Securities and Exchange Commission on December 22, 2011.

Exhibit Number	Exhibit Title
23.1	Consent of Independent Registered Public Accounting Firm. Incorporated by reference to Exhibit 23.1 to the Registrant's Amendment No. 7 to Registration Statement on Form S-1 (File No. 333-173934) filed with the Securities and Exchange Commission on June 18, 2012.
24	Power of Attorney (included in the signature page to the Registration Statement on Form S-1 (File Number 333-173934) filed with the Commission on May 5, 2011).
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

** indicates a management contract or compensatory plan.

$_____

CNS RESPONSE, INC.

[___] SHARES OF COMMON STOCK

AND

[___] COMMON STOCK PURCHASE WARRANTS

FORM OF UNDERWRITING AGREEMENT

June __, 2012

Aegis Capital Corp.
(As Representative of the several Underwriters
named on Schedule C attached hereto)
c/o Aegis Capital Corp.
810 Seventh Avenue, 11th Floor
New York, New York 10019

Ladies and Gentlemen:

1 . *INTRODUCTION*. CNS Response, Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell to the several Underwriters listed in Schedule C hereto (the **"Underwriters**"), for whom Aegis Capital Corp. is acting as the Representative (the **"Representative** "), pursuant to the terms and conditions of this Underwriting Agreement (this **"Agreement** "), 1,000,000 shares of the Company's authorized but unissued common voting shares, $0.001 par value at a purchase price (net of discounts and commissions of $[__] per share (the **"Common Stock** ") and 1,000,000 warrants to purchase one (1) share of Common Stock (the **"Warrants** ") of the Company at a purchase price (net of discounts and commissions) of $[__] per Warrant. Each Warrant will entitle the holder thereof to purchase one share of Common Stock at a purchase price of $[ ] per share during the period beginning on the Effective Date (as hereinafter defined) and ending on the fifth anniversary of the Effective Date. The foregoing shares of Common Stock and Warrants are referred to herein as the "**Firm Securities**."

For the purposes of covering any over-allotments in connection with the distribution and sale of the Firm Securities, the Underwriters are hereby granted an option to purchase up to an additional 150,000 shares of Common Stock and/or 150,000 Warrants from the Company, or 15% of the Firm Securities (the "**Over-allotment Option**"). Such additional 150,000 shares of Common Stock and 150,000 Warrants are hereinafter referred to as the "**Option Securities**." The Firm Securities and the Option Securities, together with the shares of Common Stock issuable upon exercise of the Warrants, are hereinafter referred to collectively as the "**Securities**." The purchase price to be paid for the Option Securities will be the same price per Option Security as the price per Firm Security set forth in herein. The offering and sale of the Firm Securities and the Option Securities, together, are herein referred to as the "**Offering.**"

The Underwriters may exercise their option to purchase the Option Securities in whole or from time to time in part by giving written notice not later than forty five (45) days after the date of this Agreement. Any exercise notice shall specify the number of Option Securities to be purchased by the Underwriters and the date on which such shares are to be purchased. If any Option Securities are to be purchased, the number of Option Securities to be purchased by each Underwriter shall be the number of Option Securities set forth on Schedule C . Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Securities nor later than five business days after the date of such notice. Option Securities may be purchased hereby solely for the purpose of covering over-allotments made in connection with the offering of the Firm Securities. Each day, if any, that Option Securities are to be purchased is referred to herein as an **"Option Closing Date**".

2 . *DELIVERY AND PAYMENT*. On the basis of the representations, warranties and agreements of the Company herein contained, and subject to the terms and conditions set forth in this Agreement:

2 . 1 The Company agrees to issue and sell, and the Underwriters, severally and not jointly, agree to purchase from the Company, the Firm Securities in the amounts set forth in Schedule C annexed hereto at a purchase price of $_____ per share of Common Stock and $_____ per Warrant (the**"Purchase Price** "). The Company has been advised by you that you propose to make a public offering of the Firm Securities immediately after this Agreement has become effective.

2.2 Payment of the Purchase Price for, and delivery of, the Firm Securities, and delivery of the documents required to be delivered to the Underwriters pursuant to Sections 4 and 6 hereof, shall be made at 10:00 a.m., New York time, on _____, 2012 (the**"Closing Date** ") at the New York City offices of Gersten Savage LLP or at such other time and date as the Representative and the Company determine pursuant to Rule 15c6-1(a) under the Securities Exchange Act of 1934, as amended (the **"Exchange Act** "). On the Closing Date, the Company shall deliver the Firm Securities, which shall be registered in the name or names and shall be in such denominations as the Representative may request at least one (1) business day before the Closing Date, to the Representative, which delivery shall be made through the facilities of the Depository Trust Company's DWAC system or Full Fast Delivery Program.

2 . 3 Payment of the Purchase Price for, and delivery of, any Option Securities shall be made at the Option Closing Date or at such other time and date as the Representative and the Company determine pursuant to Rule 15c6-1(a) under the Exchange Act. On each such date, the Company shall deliver the Option Securities to be purchased on that date, which shall be registered in the name or names and shall be in such denominations as the Representative may request at least one (1) business day before the applicable Option Closing Date, to the Underwriters **,** which delivery shall be made through the facilities of the Depository Trust Company's DWAC system or Full Fast Delivery Program. The price for each Additional Share will be the Purchase Price per Firm Share as set forth in Section 2.1 hereof. The Option Closing Date may be simultaneous with, but not earlier than, the Closing Date; and in the event that such time and date are simultaneous with the Closing Date, the term **Closing Date** " shall refer to the time and date of delivery of the Firm Securities and any Option Securities.

2.4 The Company hereby agrees to issue and sell to the Representative (and/or its designees) on the Closing Date for an aggregate purchase price of $100, an option ("**Representative's Purchase Option**") for the purchase of an aggregate of [150,000] shares of Common Stock ("**Representative's Shares**") at an initial exercise price of 125% of the initial offering price of a share of common stock (I.E, $[__] per share of Common Stock) and [150,000] Warrants ("Representative's Warrants") at an initial exercise price of [___]% of the initial offering price of a Warrant (I.E., [___] per Warrant). Each of the Representative's Shares and Representative's Warrants is identical to the Common Stock and Warrants constituting the Firm Securities. The Representative's Purchase Option ") shall be exercisable, in whole or in part, commencing on the date which is one (1) year from the date hereof and shall expire and be un-exercisable after June ___, 2017 [DATE THAT IS FIVE YEARS AFTER DATE OF PROSPECTUS]. The Representative's Purchase Option, the Representative's Shares, the Representative's Warrants and the shares of Common Stock issuable upon exercise of the Representative's Warrants are hereinafter referred to collectively as the "**Representative's Securities**." The Public Securities and the Representative's Securities are hereinafter referred to collectively as the "**Securities**." The Representative understands and agrees that there are significant restrictions pursuant to FINRA Rule 5110 against transferring the Representative's Purchase Option and the underlying shares during 180 day period after the date hereof and by its acceptance thereof shall agree that it and its respective designees, if any, will not, sell, transfer, assign, pledge or hypothecate their respective Representative's Securities, or any portion thereof, or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such securities for a period of 180 days following the date hereof to anyone other than (i) an Underwriter or a selected dealer in connection with the Offering, or (ii) a bona fide officer or partner of one of the Representative or of any such Underwriter or selected dealer; and only if any such transferee agrees to the foregoing lock-up restrictions. Delivery of the executed Representative's Purchase Option Agreement shall be made on the Closing Date and the Representative's Purchase Option shall be issued in the name or names and in such authorized denominations as the Representative may request.

2.5 No Securities which the Company has agreed to sell pursuant to this Agreement shall be deemed to have been purchased and paid for, or sold by the Company, until such Securities shall have been delivered to the Underwriters thereof against payment by each of the Underwriters.

3. *REPRESENTATIONS AND WARRANTIES OF THE COMPANY.* The Company represents and warrants to, and agrees with, each of the Underwriters that:

3.1

(a) The Company has prepared and filed in conformity with the requirements of the Securities Act of 1933, as amended (the **"Securities Act**"), and the rules and regulations thereunder (the **"Rules and Regulations**") adopted by the Securities and Exchange Commission (the **"Commission**"), a Registration Statement (as hereinafter defined) on Form S-1 (File No. 333-173934) which became effective as of June , 2012 (the **"Effective Date** "), including a Preliminary Prospectus (as defined below), and such amendments and supplements thereto as may have been required to the date of this Agreement. The term **"Registration Statement**" as used in this Agreement means the registration statement (including all exhibits, financial schedules and all documents and information deemed to be a part of the Registration Statement pursuant to Rule 430A of the Rules and Regulations), as amended and/or supplemented to the date of this Agreement, including the Prospectus. The Registration Statement and any post-effective amendment thereto is effective under the Securities Act, and no stop order preventing or suspending the effectiveness of the Registration Statement or suspending or preventing the use of the Prospectus (defined below) has been issued by the Commission and no proceedings for that purpose have been instituted or are threatened by the Commission. The Company, if required by the Rules and Regulations of the Commission, will file the Prospectus (as defined below), with the Commission pursuant to Rule 424(b) of the Rules and Regulations. The term **"Prospectus**" as used in this Agreement means the Prospectus, in the form in which it is to be filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations, or, if the Prospectus is not to be filed with the Commission pursuant to Rule 424(b), the Prospectus in the form included as part of the Registration Statement as of the Effective Date, except that if any revised prospectus or prospectus supplement shall be provided to the Underwriters by the Company for use in connection with the Offering which differs from the Prospectus (whether or not such revised prospectus or prospectus supplement is required to be filed by the Company pursuant to Rule 424(b) of the Rules and Regulations), the term **"Prospectus** " shall refer to such revised prospectus or prospectus supplement, as the case may be, from and after the time it is first provided to the Underwriters for such use (or in the form first made available to the Underwriters by the Company to meet requests of prospective purchasers pursuant to Rule 173 under the Securities Act). Any preliminary prospectus or prospectus subject to completion included in the Registration Statement or filed with the Commission pursuant to Rule 424 of the Rules and Regulations is hereafter called a **"Preliminary Prospectus.**"

(b) As of the Applicable Time (as defined below) and as of the Closing Date and any Option Closing Date, neither (i) any General Use Free Writing Prospectus (as defined below) issued at or prior to the Applicable Time, and the Pricing Prospectus (as defined below) and the information included on Schedule A hereto, all considered together (collectively, the **General Disclosure Package** "), (ii) any individual Limited Use Free Writing Prospectus (as defined below) nor (iii) the bona fide electronic road show (as defined in Rule 433(h)(5) of the Rules and Regulations), if any, that has been made available without restriction to any person, when considered together with the General Disclosure Package, included and will not include, any untrue statement of a material fact or omitted, as of the Closing Date and any Option Closing Date, will not omit, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however,* that the Company makes no representations or warranties as to information contained in or omitted from any Free Writing Prospectus or Pricing Prospectus in reliance upon, and in conformity with, written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for inclusion therein, which information the parties hereto agree is limited to the Underwriters' Information (as defined in Section 17). As used in this paragraph (b) and elsewhere in this Agreement:

Applicable Time" means 8:00 A.M., New York time, on the date of this Agreement.

"General Use Free Writing Prospectus" means any Issuer Free Writing Prospectus that is identified onSchedule A to this Agreement.

"Issuer Free Writing Prospectus" means any "**issuer free writing prospectus,**" as defined in Rule 433 of the Rules and Regulations relating to the Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g) of the Rules and Regulations.

"Limited Use Free Writing Prospectuses" means any Issuer Free Writing Prospectus that is not a General Use Free Writing Prospectus.

"Pricing Prospectus" means the Preliminary Prospectus, if any, and the Prospectus, each as amended and supplemented immediately prior to the Applicable Time, including any document incorporated by reference therein and any prospectus supplement deemed to be a part thereof.

(c) No order preventing or suspending the use of any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus relating to the Offering has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act has been instituted or threatened by the Commission, and each Preliminary Prospectus, if any, at the time of filing thereof, conformed in all material respects to the requirements of the Securities Act and the Rules and Regulations, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* , *however* , that the Company makes no representations or warranties as to information contained in or omitted from any Preliminary Prospectus, in reliance upon, and in conformity with, written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for inclusion therein, which information the parties hereto agree is limited to the Underwriters' Information (as defined in Section 17).

(d) At the time the Registration Statement became or becomes effective, at the date of this Agreement and at the Closing Date and any Option Closing Date, the Registration Statement conformed and will conform in all material respects to the requirements of the Securities Act and the Rules and Regulations and subject to the limitation set forth below did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; the Prospectus and any amendments or supplements thereto, at the time the Prospectus or any amendment or supplement thereto was issued and at the Closing Date and any Option Closing Date, conformed and will conform in all material respects to the requirements of the Securities Act and the Rules and Regulations and did not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided, however,* that the foregoing representations and warranties in this paragraph (d) shall not apply to information contained in or omitted from the Registration Statement or the Prospectus or any amendment or supplement thereto in reliance upon, and in conformity with, written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for inclusion therein, which information the parties hereto agree is limited to the Underwriters' Information (as defined in Section 17).

(e) The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and none of such documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Prospectus, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) The Company has not, directly or indirectly, distributed and will not distribute any offering material in connection with the Offering other than any Preliminary Prospectus, the Prospectus and other materials, if any, permitted under the Securities Act and consistent with Section 4(b) below.

(g) The Company and each Subsidiary (as defined below) has been duly incorporated and is validly existing as a corporation in good standing (or the foreign equivalent thereof) under the laws of its jurisdiction of organization. The Company and each Subsidiary is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification and has all requisite corporate power and authority necessary to own or hold its properties and to conduct the business in which it is engaged, except where the failure to so qualify or have such power or authority (i) would not have, singularly or in the aggregate, a material adverse effect on the condition (financial or otherwise), results of operations, assets or business or prospects of the Company or any Subsidiary, taken as a whole, or (ii) impair in any material respect the ability of the Company to perform its obligations under this Agreement or to consummate any transactions contemplated by this Agreement or the Representative's Purchase Option, the General Disclosure Package or the Prospectus (any such effect as described in clauses (i) or (ii), a **Material Adverse Effect** "). The Company owns or controls, directly or indirectly, only the following corporations, partnerships, limited liability partnerships, limited liability companies, associations or other entities: CNS Response, Inc., a California corporation, Colorado CNS Response, Inc., a Colorado corporation, and Neuro-Therapy Clinic, Inc., a Colorado corporation (each a **Subsidiary** ").

(h) The Company has the full corporate right, power and authority to enter into this Agreement, the Warrant Agreement and the Representative's Purchase Option, and to perform and to discharge its obligations hereunder and thereunder; and this Agreement, the Warrant Agreement and the Representative's Purchase Option have been duly authorized, executed and delivered by the Company, and constitute the valid and binding obligations of the Company enforceable in accordance with their respective terms. All corporate action required to be taken for the authorization, issuance and sale of the Securities, the Representative's Purchase Option and the Representative' Securities have been duly and validly taken.

(i) The Firm Securities and Option Securities to be issued and sold by the Company to the Underwriters hereunder have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued, fully paid and non-assessable and will conform in all material respects to the description thereof contained in the General Disclosure Package and the Prospectus.

(j) The Company has an authorized capitalization as set forth in the Pricing Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable, have been issued in compliance with federal and state securities laws, and conform to the description thereof contained in the General Disclosure Package and the Prospectus. As of June __, 2012, there were [1,874,175] shares of Common Stock issued and outstanding, and 566,532 shares of Common Stock were issuable upon the exercise of all options and [2,252,061] shares of Common Stock were issuable upon the exercise of warrants and [2,767,228] were issuable upon the conversion of convertible securities outstanding as of such date. Since such date, the Company has not issued any securities, other than Common Stock of the Company issued pursuant to the exercise of stock options previously outstanding under the Company's stock option plans or any issuance of restricted Common Stock pursuant to employee stock purchase plans or upon the conversion of convertible securities outstanding on such date but as disclosed in the Registration Statement. All of the Company's options, warrants and other rights to purchase or exchange any securities for shares of the Company's capital stock have been duly authorized and were issued in compliance with federal and state securities laws. The Public Securities and the Representative's Securities to be issued and sold by the Company under this Agreement and under the Representative's Purchase Option, as applicable, have been duly authorized and, when issued, delivered and paid for in accordance with the terms of this Agreement and the Representative's Purchase Option, as applicable, will have been validly issued and will be fully paid and nonassessable and will conform to the description thereof in the General Disclosure Package and the Prospectus and will be free of statutory and contractual preemptive rights, resale rights, rights of first refusal and similar rights, other than as described in the General Disclosure Package and the Prospectus. The Public Securities have been duly and validly authorized and, when issued, delivered and paid for in accordance with this Agreement on the Closing Date or Option Closing Date, will be duly and validly issued, fully paid and non-assessable, will have been issued in compliance with all applicable state and federal securities laws and will not have been issued in violation of or subject to any preemptive or similar right granted by the Company (including, without limitation, through its certificate of incorporation or by laws) or by operation of law that does or will entitle any person to acquire any security from the Company upon issuance or sale of the Public Securities in the Offering. The issuance of any of the foregoing Company securities is not subject to any statutory preemptive rights under the laws of the Company's jurisdiction or the Company's organization documents as in effect at the time of issuance, rights of first refusal or other similar rights of any securityholder of the Company (except for such preemptive or contractual rights as were waived). None of the outstanding shares of Common Stock was issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding shares of capital stock, options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any of its subsidiaries other than those described above or accurately described in the General Disclosure Package. The description of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, as described in the General Disclosure Package and the Prospectus, accurately and fairly present the information required to be shown with respect to such plans, arrangements, options and rights.

(k) All the outstanding shares of capital stock of each Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and, except to the extent set forth in the General Disclosure Package or the Prospectus, are owned by the Company directly or indirectly through one or more wholly-owned Subsidiaries, free and clear of any claim, lien, encumbrance, security interest, restriction upon voting or transfer or any other claim of any third party or that would not be expected to have a Material Adverse Effect.

(l) The execution, delivery and performance of this Agreement, the Warrant Agreement and the Representative's Purchase Option by the Company, the issue and sale of the Public Securities and the Representative's Securities by the Company and the consummation of the transactions contemplated hereby and thereby (i) will not (with or without notice or lapse of time or both) conflict with or result in a breach or violation of any of the terms or provisions of, constitute a default under, give rise to any right of termination or other right or the cancellation or acceleration of any right or obligation or loss of a benefit under, or give rise to the creation or imposition of any lien, encumbrance, security interest, claim or charge upon any property or assets of the Company or any Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, nor (ii) will such actions result in any violation of the provisions of the charter or by-laws of the Company or any Subsidiary or (iii) any law, statute, rule, regulation, judgment, order or decree of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any Subsidiary or any of their properties or assets (including, without limitation, those promulgated by the Food and Drug Administration of the U.S. Department of Health and Human Services (the **FDA** ") or by any foreign, federal, state or local regulatory authority performing functions similar to those preformed by the FDA), except in the case of clauses (i) and (iii) of this paragraph, for such breaches, violations or defaults that would not individually or in the aggregate have a Material Adverse Effect.

(m) Except for the registration of the Public Securities under the Securities Act and such consents, approvals, authorizations, registrations or qualifications as may be required under the Exchange Act and applicable state or foreign securities laws, the Financial Industry Regulatory Authority (**"FINRA** ") and the Over-the-Counter Bulletin Board and any national securities exchange where the Common Stock is approved for listing (**Applicable Trading Market** ") in connection with the offering and sale of the Public Securities and the Representative's Securities by the Company, no consent, approval, authorization or order of, or filing, qualification or registration with, any court or governmental agency or body, foreign or domestic, which has not been made, obtained or taken and is not in full force and effect, is required for the execution, delivery and performance of this Agreement, the Warrant Agreement and the Representative's Purchase Option by the Company, the offer or sale of the Public Securities or the consummation of the transactions contemplated hereby or thereby (other than the filing of a resale registration statement pursuant to the terms of the Representative's Purchase Option).

(n) To the Knowledge of the Company, the Cacciamatta Accountancy Corporation, which has provided an audit opinion concerning the Company's financial statements and schedules, if any, for the periods set forth in the General Disclosure Package and the Prospectus in such report and included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, have audited the Company's financial statements and is an independent registered public accounting firm as required by the Securities Act and the Rules and Regulations and the Public Company Accounting Oversight Board (United States) (the **"PCAOB**"). Except as disclosed in the Registration Statement and as pre-approved in accordance with the requirements set forth in Section 10A of the Exchange Act, Cacciamatta Accountancy Corporation has not been engaged by the Company to perform any prohibited activities" (as defined in Section 10A of the Exchange Act).

(o) The financial statements, together with the related notes and schedules, included or incorporated by reference in the General Disclosure Package, the Prospectus and in each Registration Statement fairly present in all material respects the financial position and the results of operations and changes in financial position of the Company and its consolidated subsidiaries at the respective dates or for the respective periods therein specified. Such statements and related notes and schedules have been prepared in accordance with generally accepted accounting principles in the United States (**"GAAP** ") applied on a consistent basis throughout the periods involved except as may be set forth in the related notes included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Prospectus. The financial statements, together with the related notes and schedules, included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus comply in all material respects with the Securities Act, the Exchange Act, and the Rules and Regulations and the rules and regulations under the Exchange Act. No other financial statements or supporting schedules or exhibits are required by the Securities Act or the Rules and Regulations to be described, or included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Prospectus. There is no pro forma or as adjusted financial information which is required to be included or incorporated by reference in the Registration Statement, the General Disclosure Package, or and the Prospectus in accordance with the Securities Act and the Rules and Regulations which has not been included or incorporated as so required. The pro forma and pro forma as adjusted financial information and the related notes, if any, included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus have been compiled and prepared in accordance with the applicable requirements of the Securities Act and the Rules and Regulations and present fairly the information shown therein.

(p) Neither the Company nor any Subsidiary has sustained, since the date of the latest financial statements included or incorporated by reference in the General Disclosure Package, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Registration Statement, General Disclosure Package or Prospectus; and, since such date, there has not been any material change in the capital stock or long-term debt of the Company or any Subsidiary.

(q) Except as set forth in the General Disclosure Package, there is no legal or governmental action, suit, claim or proceeding pending to which the Company or any Subsidiary is a party or of which any property or assets of the Company any Subsidiary is the subject which is required to be described in the Registration Statement, the General Disclosure Package or the Prospectus and is not described therein, or which, singularly or in the aggregate, if determined adversely to the Company or any Subsidiary, could have a Material Adverse Effect or would provide for the inability of the Company to consummate the transactions contemplated hereby; and to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(r) Neither the Company nor any Subsidiary is in (i) violation of its charter or by-laws, (ii) default in any respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject or (iii) violation in any respect of any law, ordinance, governmental rule, regulation or court order, decree or judgment to which it or its property or assets may be subject except, in the case of clauses (ii) and (iii) of this paragraph (s), for any violations or defaults which, singularly or in the aggregate, would not have a Material Adverse Effect.

(s) The Company and each Subsidiary possesses all licenses, certificates, authorizations and permits issued by, and have made all declarations and filings with, the appropriate local, state, federal or foreign regulatory agencies or bodies which are necessary or desirable for the ownership of its properties or the conduct of its businesses as described in the General Disclosure Package and the Prospectus (collectively, the **"Governmental Permits**") except where any failures to possess or make the same, singularly or in the aggregate, would not have a Material Adverse Effect. The Company and each Subsidiary is in compliance with all such Governmental Permits; all such Governmental Permits are valid and in full force and effect, except where the validity or failure to be in full force and effect would not, singularly or in the aggregate, have a Material Adverse Effect. All such Governmental Permits are free and clear of any restriction or condition that are in addition to, or materially different from those normally applicable to similar licenses, certificates, authorizations and permits. Neither the Company nor any Subsidiary has received notification of any revocation or modification (or proceedings related thereto) of any such Governmental Permit and the Company has no reason to believe that any such Governmental Permit will not be renewed.

(t) Neither the Company nor any Subsidiary is or, after giving effect to the offering of the Public Securities and the Representative's Securities and the application of the proceeds thereof as described in the General Disclosure Package and the Prospectus, will become an **"investment company**" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(u) Neither the Company, nor any Subsidiary nor, to the Company's knowledge, any of the Company's or any Subsidiary's officers, directors or Affiliates has taken or will take, directly or indirectly, any action designed or intended to stabilize or manipulate the price of any security of the Company, or which caused or resulted in, or which might in the future reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company.

(v) To the Company's knowledge, the Company and each Subsidiary owns or possesses the right to use all patents, trademarks, trademark registrations, service marks, service mark registrations, trade names, copyrights, licenses, inventions, software, databases, know-how, Internet domain names, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures, and other intellectual property (collectively, **"Intellectual Property**") necessary to carry their respective businesses as currently conducted, and as proposed to be conducted and described in the General Disclosure Package and the Prospectus, and the Company is not aware of any claim to the contrary or any challenge by any other person to the rights of the Company or any Subsidiary with respect to the foregoing except for those described in the General Disclosure Package and the Prospectus or those that could not have a Material Adverse Effect. The Intellectual Property licenses described in the General Disclosure Package and the Prospectus are valid, binding upon, and enforceable by or against the parties thereto in accordance to their terms. The Company and each Subsidiary has complied in all material respects with, and is not in breach nor has received any asserted or threatened claim of breach of, any Intellectual Property license, and the Company has no knowledge of any breach or anticipated breach by any other person to any Intellectual Property license. To the Company's knowledge, the Company and each Subsidiary's business as now conducted and as proposed to be conducted does not and will not infringe or conflict with any patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses or other Intellectual Property or franchise right of any person. No claim has been made against the Company or any Subsidiary alleging the infringement by the Company or any Subsidiary of any patent, trademark, service mark, trade name, copyright, trade secret, license in or other intellectual property right or franchise right of any person. The Company and each Subsidiary has taken all reasonable steps to protect, maintain and safeguard its rights in all Intellectual Property, including the execution of appropriate nondisclosure and confidentiality agreements. The consummation of the transactions contemplated by this Agreement or the Representative's Purchase Option will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person in respect of, the Company or any Subsidiary's right to own, use, or hold for use any of the Intellectual Property as owned, used or held for use in the conduct of the businesses as currently conducted. With respect to the use of the software in the Company or any Subsidiary's business as it is currently conducted, neither the Company nor any Subsidiary has experienced any material defects in such software including any material error or omission in the processing of any transactions other than defects which have been corrected. The Company and each Subsidiary has at all times complied with all applicable laws relating to privacy, data protection, and the collection and use of personal information collected, used, or held for use by the Company and any Subsidiary in the conduct of the Company and its Subsidiary's business except where the failure to do so would not have a Material Adverse Effect. No claims have been asserted or threatened against the Company or any Subsidiary alleging a violation of any person's privacy or personal information or data rights and the consummation of the transactions contemplated hereby will not breach or otherwise cause any violation of any law related to privacy, data protection, or the collection and use of personal information collected, used, or held for use by the Company or any Subsidiary in the conduct of the Company's or any Subsidiary's business. The Company and each Subsidiary takes reasonable measures to ensure that such information is protected against unauthorized access, use, modification, or other misuse, except for those that would not have a Material Adverse Effect.

(w) The Company and each Subsidiary has good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real or personal property which are material to the business of the Company and any Subsidiary as currently conducted in each case free and clear of all liens, encumbrances, security interests, claims and defects that do not, singularly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any Subsidiary; and all of the leases and subleases material to the business of the Company and any Subsidiary, and under which the Company or any Subsidiary holds properties described in the General Disclosure Package and the Prospectus, are in full force and effect, and neither the Company nor any Subsidiary has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(x) No labor disturbance by the employees of the Company or any Subsidiary exists or, to the best of the Company's knowledge, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, manufacturers, customers or contractors, that could reasonably be expected, singularly or in the aggregate, to have a Material Adverse Effect. The Company is not aware that any key employee or significant group of employees of the Company or any Subsidiary plans to terminate employment with the Company or any Subsidiary.

(y) No prohibited transaction" (as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder (**"ERISA**"), or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the**"Code**")) or **"accumulated funding deficiency**" (as defined in Section 302 of ERISA) or any of the events set forth in Section 4043(b) of ERISA (other than events with respect to which the thirty (30)-day notice requirement under Section 4043 of ERISA has been waived) has occurred or could reasonably be expected to occur with respect to any employee benefit plan of the Company or any Subsidiary which could, singularly or in the aggregate, have a Material Adverse Effect. Each employee benefit plan of the Company or any Subsidiary is in compliance in all material respects with applicable law, including ERISA and the Code. The Company and each Subsidiary has not incurred and could not reasonably be expected to incur liability under Title IV of ERISA with respect to the termination of, or withdrawal from, any pension plan (as defined in ERISA) which could have a Material Adverse Effect. Each pension plan for which the Company and each Subsidiary would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or by failure to act, which could, singularly or in the aggregate, cause the loss of such qualification.

(z) The Company and each Subsidiary is in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to its businesses (**"Environmental Laws**"), except where the failure to comply would not, singularly or in the aggregate, have a Material Adverse Effect. There has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company or any Subsidiary (or, to the Company's knowledge, any other entity for whose acts or omissions the Company or any Subsidiary is or may otherwise be liable) upon any of the property now or previously owned or leased by the Company or any Subsidiary, or upon any other property, in violation of any law, statute, ordinance, rule, regulation, order, judgment, decree or permit or which would, under any law, statute, ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability which would not have, singularly or in the aggregate with all such violations and liabilities, a Material Adverse Effect; and there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company has knowledge, except for any such disposal, discharge, emission, or other release of any kind which would not have, singularly or in the aggregate with all such discharges and other releases, a Material Adverse Effect.

(aa) The Company and each Subsidiary (i) has timely filed all necessary federal, state, local and foreign tax returns, and all such returns were true, complete and correct in all material respects, (ii) has paid all federal, state, local and foreign taxes, assessments, governmental or other charges due and payable for which it is liable, including, without limitation, all sales and use taxes and all taxes which the Company or any Subsidiary is obligated to withhold from amounts owing to employees, creditors and third parties, and (iii) does not have any tax deficiency or claims outstanding or assessed or, to the best of its knowledge, proposed against any of them, except those, in each of the cases described in clauses (i), (ii) and (iii) of this paragraph (bb) , that would not, singularly or in the aggregate, have a Material Adverse Effect. The Company and each Subsidiary, has not engaged in any transaction which is a corporate tax shelter or which could be characterized as such by the Internal Revenue Service or any other taxing authority. The accruals and reserves on the books and records of the Company and each Subsidiary in respect of tax liabilities for any taxable period not yet finally determined are adequate to meet any assessments and related liabilities for any such period, and since inception the Company and each Subsidiary has not incurred any liability for taxes other than in the ordinary course.

(bb) The Company and each Subsidiary carries, or is covered by, insurance provided by recognized, reputable institutions with policies in such amounts and covering such risks as is, in its reasonable opinion, adequate for the conduct of its business and the value of its properties and as is customary for companies engaged in similar businesses in similar industries. The Company has no reason to believe that it or any Subsidiary will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect.

(cc) The Company and each Subsidiary maintains a system of internal accounting and other controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Registration Statement and the General Disclosure Package, since the end of the Company's most recent audited fiscal year, there has been (A) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (B) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(dd) The minute books of the Company and each Subsidiary have been made available to the Underwriters and counsel for the Underwriters, and such books (i) contain a complete summary of all meetings and actions of the board of directors (including each board committee) and stockholders of the Company and each Subsidiary since the time of its respective incorporation or organization through the date of the latest meeting and action, and (ii) accurately in all material respects reflect all transactions referred to in such minutes.

(ee) There is no franchise, lease, contract, agreement or document required by the Securities Act or by the Rules and Regulations to be described in the Registration Statement or General Disclosure Package and in the Prospectus or to be filed as an exhibit to the Registration Statement or a document incorporated by reference therein which is not described or filed therein as required; and all descriptions of any such franchises, leases, contracts, agreements or documents contained in the Registration Statement are accurate and complete descriptions of such documents in all material respects. Other than as described in the Registration Statement or the General Disclosure Package, no such franchise, lease, contract or agreement has been suspended or terminated for convenience or default by the Company or any Subsidiary or any of the other parties thereto, and neither the Company nor any Subsidiary has received notice nor does the Company have any other knowledge of any such pending or threatened suspension or termination, except for such pending or threatened suspensions or terminations that would not reasonably be expected to, singularly or in the aggregate, have a Material Adverse Effect.

(ff) No relationship, direct or indirect, exists between or among the Company and any Subsidiary on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any Subsidiary or any of their affiliates on the other hand, which is required under the Securities Act to be described in the General Disclosure Package and the Prospectus and which is not so described.

(gg) Except as disclosed in the General Disclosure Package and in the Prospectus, no person or entity has the right to require registration of shares of Common Stock or other securities of the Company or any Subsidiary because of the filing or effectiveness of the Registration Statement or otherwise, except for persons and entities who have expressly waived such right in writing or who have been given timely and proper written notice and have failed to exercise such right within the time or times required under the terms and conditions of such right. Except as described in the General Disclosure Package and the Prospectus, there are no persons with registration rights or similar rights to have any securities registered by the Company or any Subsidiary under the Securities Act.

(hh) Neither the Company nor any Subsidiary owns any margin securities" as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System (the **"Federal Reserve Board** "), and none of the proceeds of the sale of the Public Securities or the Representative's Securities will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the Public Securities or Representative's Securities to be considered a purpose credit" within the meanings of Regulation T, U or X of the Federal Reserve Board.

(ii) Neither the Company nor any Subsidiary is a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Company or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Public Securities or Representative's Securities or any transaction contemplated by this Agreement, the Representative's Purchase Option, the Registration Statement, the General Disclosure Package or the Prospectus.

(jj) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in either the General Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith as provided for under the Securities Act.

(kk) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (**"OFAC**"); and the Company will not directly or indirectly use the proceeds of the offering of the Public Securities contemplated hereby, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(ll) The Company is subject to and in compliance in all material respects with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act. The Common Stock is registered pursuant to Section 12(b) or 12(g), as the case may be, of the Exchange Act and have been approved for listing (to the extent required) on the Applicable Trading Market, and the Company has taken no action designed to, or reasonably likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the Applicable Trading Market, nor has the Company received any notification that the Commission or FINRA is contemplating terminating such registration or listing.

(mm) The Company is in compliance with all applicable provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof (the **Sarbanes-Oxley Act** ") that are now in effect and applicable to the Company.

(nn) The Company will, upon the Closing, be in compliance with all applicable corporate governance requirements set forth in the Nasdaq Marketplace Rules that are now in effect.

(oo) There are no transactions, arrangements or other relationships between and/or among the Company or any Subsidiary, any of their affiliates (as such term is defined in Rule 405 of the Securities Act) and any unconsolidated entity, including, but not limited to, any structure finance, special purpose or limited purpose entity that could reasonably be expected to materially affect the Company or any Subsidiary's liquidity or the availability of or requirements for its capital resources required to be described in the General Disclosure Package and the Prospectus or a document incorporated by reference therein which have not been described as required.

(pp) There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company or any Subsidiary to or for the benefit of any of the officers or directors of the Company, any Subsidiary or any of their respective family members, except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus. All transactions by the Company with office holders or control persons of the Company have been duly approved by the board of directors of the Company, or duly appointed committees or officers thereof.

(qq) The statistical and market related data included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus are based on or derived from sources that the Company believes to be reliable and accurate, and such data agree with the sources from which they are derived in all material respects.

(rr) To the Company's Knowledge, neither the Company nor any Subsidiary nor any of their affiliates (within the meaning of FINRA's Conduct Rule 5121(f)(1)) directly or indirectly controls, is controlled by, or is under common control with, or is an associated person (within the meaning of Article I, Section 1(ee) of the By-laws of FINRA) of, any member firm of FINRA.

(ss) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder; and the Company and, to the knowledge of the Company, its affiliates have instituted and maintain policies and procedures reasonably designed to ensure continued compliance therewith.

(tt) The operations of the Company are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the **"Money Laundering Laws**"); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator or non-governmental authority involving the Company with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened.

(uu) All preclinical and clinical studies conducted by or on behalf of the Company that are material to the Company and the Subsidiaries, taken as a whole, are or have been described in the Registration Statement, the General Disclosure Package and the Prospectus in all material respects. To the Company's knowledge, after reasonable inquiry, other than as described in the Registration Statement, the clinical and preclinical studies conducted by or on behalf of the Company and its Subsidiaries that are described in the Registration Statement, the General Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the General Disclosure Package and the Prospectus were and, if still ongoing, are being conducted in material compliance with all laws and regulations applicable thereto in the jurisdictions in which they are being conducted and with all laws and regulations applicable to preclinical and clinical studies from which data will be submitted to support marketing approval. The descriptions in the Registration Statement, the General Disclosure Package and the Prospectus, if any, of the results of such studies are accurate and complete in all material respects and fairly present the data derived from such studies, and the Company has no knowledge of any large well-controlled clinical study the aggregate results of which are inconsistent with or otherwise call into question the results of any clinical study conducted by or on behalf of the Company that are described in the Registration Statement, the General Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the General Disclosure Package and the Prospectus. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Company has not received any written notices or statements from the FDA or any other governmental agency or authority imposing, requiring, requesting or suggesting a clinical hold, termination, suspension or material modification for or of any clinical or preclinical studies that are described in the Registration Statement, the General Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the General Disclosure Package and the Prospectus. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Company has not received any written notices or statements from the FDA or any other governmental agency, and otherwise has no knowledge or reason to believe, that (i) any investigational new drug application for a potential product of the Company is or has been rejected or determined to be non-approvable or conditionally approvable; and (ii) any license, approval, permit or authorization to conduct any clinical trial of any potential product of the Company has been, will be or may be suspended, revoked, modified or limited.

(vv) The Company has filed in a timely manner all reports required to be filed pursuant to Sections 13(a), 13(e), 14 and 15(d) of the Exchange Act during the preceding 12 months (except to the extent that Section 15(d) requires reports to be filed pursuant to Sections 13(d) and 13(g) of the Exchange Act, which shall be governed by the next clause of this sentence); and the Company has filed in a timely manner all reports required to be filed pursuant to Sections 13(d) and 13(g) of the Exchange Act since February 20, 2009, except where the failure to timely file could not reasonably be expected individually or in the aggregate to have a Material Adverse Effect.

(ww) Neither the Company, nor to its knowledge, any of its affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances and under current rules under the Securities Act that would cause the Offering of the Public Securities to be integrated with prior offerings by the Company for purposes of the Securities Act which would require the registration of any such securities under the Securities Act.

Any certificate signed by or on behalf of the Company and delivered to any Underwriter or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

4. *FURTHER AGREEMENTS OF THE COMPANY*. The Company agrees with the Underwriters:

4.1

(a) To prepare the Form S-1 Registration Statement and Prospectus in a form approved by the Representative containing information previously omitted at the time of effectiveness of the Registration Statement in reliance on 430A, 430B and 430C of the Rules and Regulations and to file such Prospectus pursuant to Rule 424(b) of the Rules and Regulations not later than the second (2nd) business day following the execution and delivery of this Agreement or, if applicable, such earlier time as may be required by Rule 430A of the Rules and Regulations; to notify the Representative immediately of the Company's intention to file or prepare any supplement or amendment to any Registration Statement or to the Prospectus and to make no amendment or supplement to the Registration Statement, the General Disclosure Package or to the Prospectus to which the Representative shall reasonably object by notice to the Company after a reasonable period to review; to advise the Representative, promptly after it receives notice thereof, of the time when any amendment to any Registration Statement has been filed or becomes effective or any supplement to the General Disclosure Package or the Prospectus or any amended Prospectus has been filed and to furnish the Representative copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to 433(d) or 163(b)(2), as the case may be, of the Rules and Regulations; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) of the Rules and Regulations) is required in connection with the offering or sale of the Public Securities; to advise the Representative promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus, of the suspension of the qualification of the Public Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement, the General Disclosure Package or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus, any Issuer Free Writing Prospectus or the Prospectus or suspending any such qualification, and promptly to use its best efforts to obtain the withdrawal of such order.

(b) The Company agrees that if the Public Securities are sold in accordance with the terms of this Agreement, the Representative shall have an irrevocable preferential right for a period of twelve (12) months after the date the Offering is completed to purchase for its account or to sell for the account of the Company, or any subsidiary of or successor to the Company any securities (whether debt or equity, or any combination thereof) of the Company or any such subsidiary or successor which the Company or any such subsidiary or successor may seek to sell whether with or without or through an underwriter, placement agent or broker-dealer and whether pursuant to registration under the Securities Act, or otherwise. The Company and any such subsidiary or successor will consult the Representative with regard to any such proposed financing and will offer the Representative the opportunity to purchase or sell any such securities on terms not more favorable to the Company or any such subsidiary or successor, as the case may be, than it or they can secure elsewhere. If the Representative fails to accept such offer within ten (10) Business Days after the mailing of a notice containing the material terms of the proposed financing proposal by registered mail or overnight courier service addressed to the Representative, then the Representative shall have no further claim or right with respect to the financing proposal contained in such notice. If, however, the terms of such financing proposal are subsequently modified in any material respect, the preferential right referred to herein shall apply to such modified proposal as if the original proposal had not been made. The Representative's failure to exercise its preferential right with respect to any particular proposal shall not affect its preferential rights relative to future proposals. The Company shall have the right, at its option, to designate the Representative as lead underwriter or co-manager of any underwriting group or co-placement agent of any proposed financing in satisfaction of its obligations hereunder, and the Representative shall be entitled to receive as its compensation 50% of the compensation payable to the underwriting or placement agent group when serving as co-manager or co-placement agent and 33% of the compensation payable to the underwriting or placement agent group when serving as co-manager or co-placement agent with respect to a proposed financing in which there are three co-managing or lead underwriters or co-placement agents

(c) The Company represents and agrees that it has not made and will not, make any offer relating to the Public Securities or Representative' Securities that would constitute a **"free writing prospectus**" as defined in Rule 405 of the Rules and Regulations unless the prior written consent of the Representative has been received (each, a **"Permitted Free Writing Prospectus**"); *provided* that the prior written consent of the Representative hereto shall be deemed to have been given in respect of the Issuer Free Writing Prospectus[es], if any, included in Schedule A hereto. The Company represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus, comply with the requirements of Rules 164 and 433 of the Rules and Regulations applicable to any Issuer Free Writing Prospectus, including the requirements relating to timely filing with the Commission, legending and record keeping and will not take any action that would result in any Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) of the Rules and Regulations a free writing prospectus prepared by or on behalf of such Underwriter that such Underwriter otherwise would not have been required to file thereunder.

(d) If at any time when a Prospectus relating to the Public Securities is required to be delivered under the Securities Act, any event occurs or condition exists as a result of which the Prospectus, as then amended or supplemented, would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or the Registration Statement, as then amended or supplemented, would include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading, or if for any other reason it is necessary at any time to amend or supplement any Registration Statement or the Prospectus to comply with the Securities Act or the Exchange Act, the Company will promptly notify the Representative or its counsel, and upon the Representative's or its counsel's request, the Company will promptly prepare and file with the Commission, at the Company's expense, an amendment to the Registration Statement or an amendment or supplement to the Prospectus that corrects such statement or omission or effects such compliance and will deliver to the Underwriters, without charge, such number of copies thereof as such Underwriter may reasonably request. The Company consents to the use of the Prospectus or any amendment or supplement thereto by the Underwriters.

(e) If the General Disclosure Package is being used to solicit offers to buy Public Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur as a result of which, in the judgment of the Company or in the reasonable opinion of counsel for the Underwriters, it becomes necessary to amend or supplement the General Disclosure Package in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or to make the statements therein not conflict with the information contained or incorporated by reference in the Registration Statement then on file and not superseded or modified, or if it is necessary at any time to amend or supplement the General Disclosure Package to comply with any law, the Company promptly will either (i) prepare, file with the Commission (if required) and furnish to the Representative and any dealers an appropriate amendment or supplement to the General Disclosure Package or (ii) prepare and file with the Commission an appropriate filing under the Exchange Act which shall be incorporated by reference in the General Disclosure Package so that the General Disclosure Package as so amended or supplemented will not, in the light of the circumstances under which they were made, be misleading or conflict with the Registration Statement then on file, or so that the General Disclosure Package will comply with law.

(f) If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or will conflict with the information contained in the Registration Statement, Pricing Prospectus or Prospectus, including any document incorporated by reference therein and any prospectus supplement deemed to be a part thereof and not superseded or modified or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company has promptly notified or will promptly notify the Representative so that any use of the Issuer Free Writing Prospectus may cease until it is amended or supplemented and has promptly amended or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus in reliance upon, and in conformity with, written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for inclusion therein, which information the parties hereto agree is limited to the Underwriter's Information (as defined in Section 17).

(g) To furnish promptly to the Representative and to counsel for the Underwriters a signed copy of the Registration Statement as originally filed with the Commission, and of each amendment thereto filed with the Commission, including all consents and exhibits filed therewith.

(h) To deliver promptly to the Representative in New York City such number of the following documents as the Representative shall reasonably request: (i) conformed copies of the Registration Statement as originally filed with the Commission (in each case excluding exhibits), (ii) each Preliminary Prospectus, (iii) any Issuer Free Writing Prospectus, (iv) the Prospectus (the delivery of the documents referred to in clauses (i), (ii), (iii) and (iv) of this paragraph (g) to be made not later than 10:00 A.M., New York time, on the business day following the execution and delivery of this Agreement), (v) conformed copies of any amendment to the Registration Statement (excluding exhibits), (vi) any amendment or supplement to the General Disclosure Package or the Prospectus (the delivery of the documents referred to in clauses (v) and (vi) of this paragraph (g) to be made not later than 10:00 A.M., New York City time, on the business day following the date of such amendment or supplement) and (vii) any document incorporated by reference in the General Disclosure Package or the Prospectus (excluding exhibits thereto) (the delivery of the documents referred to in clause (vi) of this paragraph (g) to be made not later than 10:00 A.M., Eastern time, on the business day following the date of such document)

(i) To make generally available to its stockholders as soon as practicable, but in any event not later than eighteen (18) months after the effective date of each Registration Statement (as defined in Rule 158(c) of the Rules and Regulations), an earnings statement of the Company and any Subsidiary (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Company, Rule 158); and to furnish to its stockholders after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants).

(j) To take promptly from time to time such actions as the Representative may reasonably request to qualify the Public Securities and Representative's Securities for offering and sale under the securities or Blue Sky laws of such jurisdictions (domestic or foreign) as the Representative may designate and to continue such qualifications in effect, and to comply with such laws, for so long as required to permit the offer and sale of Public Securities and Representative's Securities in such jurisdictions; *provided* that the Company shall not be obligated to qualify as foreign corporations in any jurisdiction in which they are not so qualified or to file a general consent to service of process in any jurisdiction.

(k) Upon request, during the period of two (2) years from the date hereof, to the extent not available on the Commission's EDGAR system, to deliver to the Underwriters, (i) as soon as they are available, copies of all reports or other communications furnished to stockholders, and (ii) as soon as they are available, copies of any reports and financial statements furnished or filed with the Commission or any national securities exchange or automatic quotation system on which the Company's securities are listed or quoted.

(l) That the Company and each of the successors of the Company will not, for a period of 180 days from the date of the Prospectus, (the **"Lock-Up Period** ") without the prior written consent of the Representative, directly or indirectly offer, sell, assign, transfer, pledge, contract to sell, or otherwise dispose of, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, other than (i) the Company's sale of the Public Securities, (ii) the issuance of the Representative's Purchase Option hereunder, (iii) the issuance of restricted Common Stock or options to acquire Common Stock pursuant to the Company's employee benefit plans, qualified stock option plans or other employee compensation plans as such plans are in existence on the date hereof and described in the Prospectus, (iv) the issuance of Common Stock pursuant to the exercises of options, warrants or rights outstanding on the date hereof, (v) the issuance by the Company of any shares of Common Stock or securities convertible or exchangeable into shares of Common Stock as consideration for mergers, acquisitions, other business combinations, or strategic alliances, occurring after the date of this Agreement; *provided* that each recipient of shares pursuant to this clause (v) agrees that all such shares remain subject to restrictions substantially similar to those contained in this paragraph (k) , and (vi) the purchase or sale of the Company's securities pursuant to a plan, contract or instruction that satisfies all of the requirements of Rule 10b5-1(c)(1)(i)(B) that was in effect prior to the date hereof. The Company will cause each executive officer, director, and certain warrant holders listed in Schedule B hereto to furnish to the Representative, prior to the Closing Date, a letter, substantially in the form of Exhibit A hereto (or Exhibit A-1 , in the case of a warrant holder). The Company further agrees that without the consent of the Representative, from the date of this Agreement for a period of one hundred twenty (120) days, (or until _____, 2012, in the case of a warrant holder), the Company shall not relieve any person listed in Schedule B from such person's undertakings in Exhibit A or Exhibit A-1 , as the case may be. The Company also agrees that without the consent of the Representative, from the date of this Agreement for a period of ninety (90) days, during such period, the Company will not file any registration statement, preliminary prospectus or prospectus, or any amendment or supplement thereto, under the Securities Act for any such transaction or which registers, or offers for sale, Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, except for a registration statement on Form S-8 relating to employee benefit plans or a registration statement on Form S-4 relating to business combinations.

(m) To supply the Representative with copies of all correspondence to and from, and all documents issued to and by, the Commission in connection with the registration of the Public Securities under the Securities Act or the Registration Statement, any Preliminary Prospectus or the Prospectus, or any amendment or supplement thereto or document incorporated by reference therein.

(n) Prior to the Closing Date and any Option Closing Date, to furnish to the Underwriters, as soon as they have been prepared, copies of any unaudited interim consolidated financial statements of the Company for any periods subsequent to the periods covered by the financial statements appearing in the Registration Statement and the Prospectus.

(o) Prior to the Closing Date and any Option Closing Date, not to issue any press release or other communication directly or indirectly or hold any press conference with respect to the Company, its condition, financial or otherwise, or earnings, business affairs or business prospects (except for routine oral marketing communications in the ordinary course of business and consistent with the past practices of the Company and of which the Representative is notified), without the prior written consent of the Representative, unless in the judgment of the Company and its counsel, and after notification to the Representative, such press release or communication is required by law.

(p) Until the completion of the Offering, the Company will not, and will cause its affiliated purchasers (as defined in Regulation M under the Exchange Act) not to, either alone or with one or more other persons, bid for or purchase, for any account in which it or any of its affiliated purchasers has a beneficial interest, any Public Securities, or attempt to induce any person to purchase any Public Securities; and not to, and to cause its affiliated purchasers not to, make bids or purchase for the purpose of creating actual, or apparent, active trading in or of raising the price of the Public Securities.

(q) Not to take any action prior to the Closing Date and any Option Closing Date which would require the Prospectus to be amended or supplemented pursuant to Section 4(a).

(r) To at all times comply with all applicable provisions of the Sarbanes-Oxley Act in effect from time to time.

(s) To apply the net proceeds from the sale of the Public Securities and the Representative' Securities, if any, in all material respects as set forth in the Registration Statement, the General Disclosure Package and the Prospectus under the heading **Use of Proceeds.** "

(t) To use its reasonable best efforts to list, subject to notice of issuance, and maintain the listing and quotation of the Public Securities and the Common Stock, and when and if applicable, the Representative's Securities, on the Applicable Trading Market.

(u) To use its reasonable best efforts to assist the Underwriters with any filings with FINRA and obtaining clearance from FINRA as to the amount of compensation allowable or payable to the Underwriters.

(v) To use its reasonable best efforts to do and perform all things required to be done or performed under this Agreement by the Company prior to the Closing Date and any Option Closing Date and to satisfy all conditions precedent to the delivery of the Firm Securities and any Option Securities.

5. *PAYMENT OF EXPENSES.*

5 . 1 The Company agrees to pay, or reimburse if paid by the Underwriters, whether or not the transactions contemplated hereby are consummated or this Agreement is terminated: (a) all filing fees and communication expenses relating to the registration of the Public Securities with the Commission; (b) all COBRADesk filing fees associated with the review of the Offering by FINRA; all fees and expenses relating to the listing of such Public Securities on the Nasdaq Capital Market, the Nasdaq Global Market, Nasdaq Global Select Market or the NYSE Amex and on such other stock exchanges as the Company and the Representative together determine; (c) all fees, expenses and disbursements relating to background checks of the Company's officers and directors in an amount not to exceed $5,000 per individual, in an amount not to exceed $15,000; (d) all fees, expenses and disbursements relating to the registration or qualification of the Public Securities under the "blue sky" securities laws of such states and other jurisdictions as the Representative may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees and disbursements of blue sky" counsel, it being agreed that such fees and expenses will be limited to: (i) if the Offering is commenced on either the Nasdaq Global Market, Nasdaq Global Select Market or the NYSE Amex, the Company will make a payment of $5,000 to such counsel at Closing or (ii) if the Offering is commenced on the Nasdaq Capital Market or on the Over the Counter Bulletin Board, the Company will make a payment of $15,000 to such counsel upon the commencement of blue sky" work by such counsel and an additional $5,000 at Closing); (e) all fees, expenses and disbursements relating to the registration, qualification or exemption of the Public Securities under the securities laws of such foreign jurisdictions as the Representative may reasonably designate; (f) the costs of all mailing and printing of the underwriting documents (including, without limitation, this Agreement, any Blue Sky Surveys and, if appropriate, any Agreement Among Underwriters, Selected Dealers' Agreement, Underwriters' Questionnaire and Power of Attorney), Registration Statements, Prospectuses and all amendments, supplements and exhibits thereto and as many preliminary and final Prospectuses as Aegis may reasonably deem necessary; (g) the costs and expenses of the public relations firm agreed upon by the Company; (h) the costs of preparing, printing and delivering certificates representing the Public Securities; (i) fees and expenses of the transfer agent for the Common Stock; (j) stock transfer and/or stamp taxes, if any, payable upon the transfer of securities from the Company to the Representative; (k) the costs associated with post-Closing advertising the Offering in the national editions of the Wall Street Journal and New York Times; (l) the costs associated with bound volumes of the public offering materials as well as commemorative mementos and lucite tombstones, each of which the Company or its designee will provide within a reasonable time after the Closing in such quantities as the Representative may reasonably request; (m) the fees and expenses of the Company's accountants; (n) the fees and expenses of the Company's legal counsel and other agents and representatives; (o) the $20,000 cost associated with the use of Ipreo's book building, prospectus tracking and compliance software for the Offering; and (p) up to $20,000 of Aegis' actual accountable road show" expenses for the Offering.

5.2 The Company further agrees that, in addition to the expenses payable pursuant to Section 5.1, on the Closing Date it will pay to the Representative a non-accountable expense allowance equal to one percent (1%) of the gross proceeds received by the Company from the sale of the Firm Securities by deduction from the proceeds of the Offering contemplated herein.

6. *CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITERS, AND THE SALE OF THE SHARES.* The respective obligations of the Underwriters hereunder, and the closing of the sale of the Firm Securities and any Option Securities, are subject to the accuracy, when made and as of the Applicable Time and on the Closing Date and any Option Closing Date, of the representations and warranties of the Company contained herein, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder, and to each of the following additional terms and conditions:

6.1

(a) No stop order suspending the effectiveness of the Registration Statement or any part thereof, preventing or suspending the use of any Prospectus, any Preliminary Prospectus, the Prospectus or any Permitted Free Writing Prospectus or any part thereof shall have been issued and no proceedings for that purpose or pursuant to Section 8A under the Securities Act shall have been initiated or threatened by the Commission, and all requests for additional information on the part of the Commission (to be included or incorporated by reference in the Registration Statement or the Prospectus or otherwise) shall have been complied with to the reasonable satisfaction of the Representative; the Rule 462(b) Registration Statement, if any, each Issuer Free Writing Prospectus, if any, and the Prospectus shall have been filed with the Commission within the applicable time period prescribed for such filing by, and in compliance with, the Rules and Regulations and in accordance with Section 4(a) , and the Rule 462(b) Registration Statement, if any, shall have become effective immediately upon its filing with the Commission; and FINRA shall have raised no objection to the fairness and reasonableness of the terms of this Agreement or the transactions contemplated hereby.

(b) The Underwriters shall not have discovered and disclosed to the Company on or prior to the Closing Date and any Option Closing Date that the Registration Statement or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of counsel for the Underwriters, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading, or that the General Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus or any amendment or supplement thereto contains an untrue statement of fact which, is material or omits to state any fact which, is material and is necessary in order to make the statements, in the light of the circumstances in which they were made, not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of each of this Agreement, the Public Securities, the Common Stock, the Representative's Purchase Option, the Representative's Securities, the Registration Statement, the General Disclosure Package, each Issuer Free Writing Prospectus, if any, and the Prospectus and all other legal matters relating to this Agreement and the Representative's Purchase Option and the transactions contemplated hereby and thereby shall be reasonably satisfactory in all material respects to counsel for the Underwriters, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) SNR Denton LLP shall have furnished to the Representative such counsel's written opinion, as counsel to the Company, addressed to the Underwriters and dated the Closing Date and any Option Closing Date (if such date is other than the Closing Date), in the form attached hereto as Exhibit B .

SNR Denton LLP shall also have furnished to the Representative a written statement providing certain 10b-5" negative assurances, addressed to the Underwriters and dated the Closing Date and any Option Closing Date (if such date is other than the Closing Date), in the form attached hereto as Exhibit B .

(e) At the time of the execution of this Agreement, the Representative shall have received from Cacciamatta Accountancy Corporation, a letter, addressed to the Underwriters, executed and dated such date, in form and substance satisfactory to the Representative (i) confirming that they are an independent registered public accounting firm with respect to the Company and any Subsidiary within the meaning of the Securities Act and the Rules and Regulations and PCAOB and (ii) stating the conclusions and findings of such firm, of the type ordinarily included in accountants' comfort letters" to underwriters, with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus.

(f) On the effective date of any post-effective amendment to any Registration Statement and on the Closing Date and any Option Closing Date (if such date is other than the Closing Date), the Representative shall have received a letter (the **"Bring-Down Letter**") from Cacciamatta Accountancy Corporation addressed to the Underwriters and dated the Closing Date and any Option Closing Date (if such date is other than the Closing Date) confirming, as of the date of the Bring-Down Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the General Disclosure Package and the Prospectus, as the case may be, as of a date not more than three (3) business days prior to the date of the Bring-Down Letter), the conclusions and findings of such firm, of the type ordinarily included in accountants' **"comfort letters**" to underwriters, with respect to the financial information and other matters covered by its letter delivered to the Underwriters concurrently with the execution of this Agreement pursuant to paragraph (i) of this Section 6.

(g) The Company shall have furnished to the Representative a certificate, dated the Closing Date and any Option Closing Date (if such date is other than the Closing Date), of its Chairman of the Board, its President or a Vice President and its Vice President, Finance solely in their capacities as officers of the Company, stating that (i) such officers have carefully examined the Registration Statement, the General Disclosure Package, any Permitted Free Writing Prospectus and the Prospectus and, in their opinion, the Registration Statement and each amendment thereto, as of the Applicable Time and as of the date of this Agreement and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date) did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the General Disclosure Package, as of the Applicable Time and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), any Permitted Free Writing Prospectus as of its date and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), the Prospectus and each amendment or supplement thereto, as of the respective date thereof and as of the Closing Date, did not include any untrue statement of a material fact and did not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, (ii) since the effective date of the Registration Statement, no event has occurred which should have been set forth in a supplement or amendment to the Registration Statement, the General Disclosure Package or the Prospectus, (iii) to the best of their knowledge, as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), the representations and warranties of the Company in this Agreement are true and correct and the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date (or any Option Closing Date if such date is other than the Closing Date), and (iv) there has not been, subsequent to the date of the most recent audited financial statements included or incorporated by reference in the General Disclosure Package, any material adverse change in the financial position or results of operations of the Company or any Subsidiary, or any change or development that, singularly or in the aggregate, would involve a material adverse change or a prospective material adverse change, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company or any Subsidiary, except as set forth in the Prospectus.

(h) Since the date of the latest audited financial statements included in the General Disclosure Package or incorporated by reference in the General Disclosure Package as of the date hereof, (i) neither the Company nor any Subsidiary shall have sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth in the General Disclosure Package, and (ii) there shall not have been any change in the capital stock or long-term debt of the Company nor any Subsidiary, or any change, or any development involving a prospective change, in or affecting the business, general affairs, management, financial position, stockholders' equity or results of operations of the Company and any Subsidiary, otherwise than as set forth in the Registration Statement, the Prospectus or the General Disclosure Package, the effect of which, in any such case described in clause (i) or (ii) of this paragraph (k) , is, in the judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or delivery of the Public Securities and the Representative's Purchase Option on the terms and in the manner contemplated in the General Disclosure Package.

(i) No action shall have been taken and no law, statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would prevent the issuance or sale of the Public Securities or the Representative's Securities or materially and adversely affect the business or operations of the Company or any Subsidiary; taken as a whole, and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued which would prevent the issuance or sale of the Public Securities or the Representative's Securities or materially and adversely affect or potentially materially and adversely affect the business or operations of the Company or any Subsidiary.

(j) Subsequent to the execution and delivery of this Agreement, there shall not have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange, Applicable Trading Market or the NYSE Amex or in the over-the-counter market, or trading in any securities of the Company on any exchange or in the over-the-counter market, shall have been suspended or materially limited, or minimum or maximum prices or maximum range for prices shall have been established on any such exchange or such market by the Commission, by such exchange or market or by any other regulatory body or governmental authority having jurisdiction, (ii) a banking moratorium shall have been declared by Federal or state authorities or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, (iii) the United States shall have become engaged in hostilities, or the subject of an act of terrorism, or there shall have been an outbreak of or escalation in hostilities involving the United States, or there shall have been a declaration of a national emergency or war by the United States or (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the judgment of the Representative, impracticable or inadvisable to proceed with the sale or delivery of the Public Securities on the terms and in the manner contemplated in the General Disclosure Package and the Prospectus.

(k) The Applicable Trading Market shall have approved the Public Securities for inclusion therein to the extent required, subject only to official notice of issuance.

(l) The Representative shall have received the written agreements, substantially in the form of Exhibit A hereto, of the persons listed in Schedule B to this Agreement.

(m) At Closing, the Company shall have delivered the executed the Representative's Purchase Option to the Representative in the form of Exhibit C hereto, which shall be issued in the name or names and in such authorized denominations as the Representative may request.

(n) The Underwriters shall have received clearance from FINRA as to the amount of compensation allowable or payable to the Underwriters as described in the Pricing Prospectus.

(o) The Company shall have prepared and filed with the Commission a Current Report on Form 8-K with respect to the transactions contemplated hereby, including as an exhibit thereto this Agreement and any other documents relating thereto.

(p) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act at or before 5:30 p.m., Eastern time, on the second full business day after the date of this Agreement (or such earlier time as may be required under the Securities Act).

(q) Prior to the Closing Date and any Option Closing Date (if such date is other than the Closing Date), the Company shall have furnished to the Underwriters such further information, opinions, comfort letter, certificates (including a Secretary's Certificate), letters or such other documents as the Representative shall have reasonably requested.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. INDEMNIFICATION AND CONTRIBUTION.

7.1

(a) The Company shall indemnify and hold harmless each Underwriter, its affiliates and each of its and their respective directors, officers, members, employees, Representative and agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act of or Section 20 of the Exchange Act (collectively the **"Underwriter Indemnified Parties,**" and each a **"Underwriter Indemnified Party**") against any loss, claim, damage, expense or liability whatsoever (or any action, investigation or proceeding in respect thereof), joint or several, to which such Underwriter Indemnified Party may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, expense, liability, action, investigation or proceeding arises out of or is based upon (A) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus, any **issuer information** " filed or required to be filed pursuant to Rule 433(d) of the Rules and Regulations, any Registration Statement or the Prospectus, or in any amendment or supplement thereto or document incorporated by reference therein, (B) the omission or alleged omission to state in any Preliminary Prospectus, any Issuer Free Writing Prospectus, any issuer information" filed or required to be filed pursuant to Rule 433(d) of the Rules and Regulations, any Registration Statement or the Prospectus, or in any amendment or supplement thereto or document incorporated by reference therein, a material fact required to be stated therein or necessary to make the statements therein not misleading or (C) any material breach of the representations and warranties of the Company contained herein or failure of the Company to perform its obligations hereunder or pursuant to any law, any act or failure to act, or any alleged act or failure to act, by the Underwriters in connection with, or relating in any manner to, the Public Securities, the Representative's Securities or the Offering, and which is included as part of or referred to in any loss, claim, damage, expense, liability, action, investigation or proceeding arising out of or based upon matters covered by subclause (A), (B) or (C) above of this Section 7(a) (*provided* that the Company shall not be liable in the case of any matter covered by this subclause (C) to the extent that it is determined in a final judgment by a court of competent jurisdiction that such loss, claim, damage, expense or liability resulted directly from any such act or failure to act undertaken or omitted to be taken by such Underwriter through its gross negligence or willful misconduct), and shall reimburse the Underwriter Indemnified Party promptly upon demand for any legal fees or other expenses reasonably incurred by that Underwriter Indemnified Party in connection with investigating, or preparing to defend, or defending against, or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding, as such fees and expenses are incurred; *provided* , however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, expense or liability arises out of or is based upon an untrue statement or alleged untrue statement in, or omission or alleged omission from any Preliminary Prospectus, any Registration Statement or the Prospectus, or any such amendment or supplement thereto, or any Issuer Free Writing Prospectus made in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for use therein, which information the parties hereto agree is limited to the Underwriters' Information (as defined in Section 17). This indemnity agreement is not exclusive and will be in addition to any liability, which the Company might otherwise have and shall not limit any rights or remedies which may otherwise be available at law or in equity to each Underwriter Indemnified Party.

(b) Each Underwriter, severally and not jointly, shall indemnify and hold harmless the Company and its affiliates, directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively the **"Company Indemnified Parties**" and each a **"Company Indemnified Party**") against any loss, claim, damage, expense or liability whatsoever (or any action, investigation or proceeding in respect thereof), joint or several, to which such Company Indemnified Party may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, expense, liability, action, investigation or proceeding arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, any Issuer Free Writing Prospectus, any **"issuer information**" filed or required to be filed pursuant to Rule 433(d) of the Rules and Regulations, any Registration Statement or the Prospectus, or in any amendment or supplement thereto, or (ii) the omission or alleged omission to state in any Preliminary Prospectus, any Issuer Free Writing Prospectus, any **"issuer information**" filed or required to be filed pursuant to Rule 433(d) of the Rules and Regulations, any Registration Statement or the Prospectus, or in any amendment or supplement thereto, a material fact required to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for use therein, which information the parties hereto agree is limited to the Underwriters' Information as defined in Section 17 , and shall reimburse the Company for any legal or other expenses reasonably incurred by such party in connection with investigating or preparing to defend or defending against or appearing as third party witness in connection with any such loss, claim, damage, liability, action, investigation or proceeding, as such fees and expenses are incurred. Notwithstanding the provisions of this Section 7(b) , in no event shall any indemnity by an Underwriter under thisSection 7(b) exceed the total discount and commission received by such Underwriter in connection with the Offering.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under this Section 7 , notify such indemnifying party in writing of the commencement of that action; *provided* , *however* , that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 7 except to the extent it has been materially prejudiced by such failure; and, *provided* , *further* , that the failure to notify an indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 7 .. If any such action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense of such action with counsel reasonably satisfactory to the indemnified party (which counsel shall not, except with the written consent of the indemnified party, be counsel to the indemnifying party). After notice from the indemnifying party to the indemnified party of its election to assume the defense of such action, except as provided herein, the indemnifying party shall not be liable to the indemnified party under Section 7 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense of such action other than reasonable costs of investigation; *provided, however,* that any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense of such action but the fees and expenses of such counsel (other than reasonable costs of investigation) shall be at the expense of such indemnified party unless (i) the employment thereof has been specifically authorized in writing by the Company in the case of a claim for indemnification under Section 7(a) or Section 2.5 or the Representative in the case of a claim for indemnification under Section 7(b) , (ii) such indemnified party shall have been advised by its counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnifying party, or (iii) the indemnifying party has failed to assume the defense of such action and employ counsel reasonably satisfactory to the indemnified party within a reasonable period of time after notice of the commencement of the action or the indemnifying party does not diligently defend the action after assumption of the defense, in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of (or, in the case of a failure to diligently defend the action after assumption of the defense, to continue to defend) such action on behalf of such indemnified party and the indemnifying party shall be responsible for legal or other expenses subsequently incurred by such indemnified party in connection with the defense of such action; *provided* , *however* , that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for all such indemnified parties (in addition to any local counsel), which firm shall be designated in writing by the Representative if the indemnified parties under this Section 7 consist of any Underwriter Indemnified Party or by the Company if the indemnified parties under this Section 7 consist of any Company Indemnified Parties. Subject to this Section 7(c) , the amount payable by an indemnifying party under Section 7 shall include, but not be limited to, (x) reasonable legal fees and expenses of counsel to the indemnified party and any other expenses in investigating, or preparing to defend or defending against, or appearing as a third party witness in respect of, or otherwise incurred in connection with, any action, investigation, proceeding or claim, and (y) all amounts paid in settlement of any of the foregoing. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of judgment with respect to any pending or threatened action or any claim whatsoever, in respect of which indemnification or contribution could be sought under this Section 7 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party in form and substance reasonably satisfactory to such indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. Subject to the provisions of the following sentence, no indemnifying party shall be liable for settlement of any pending or threatened action or any claim whatsoever that is effected without its written consent (which consent shall not be unreasonably withheld or delayed), but if settled with its written consent, if its consent has been unreasonably withheld or delayed or if there be a judgment for the plaintiff in any such matter, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. In addition, if at any time an indemnified party shall have requested that an indemnifying party reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated herein effected without its written consent if (i) such settlement is entered into more than forty-five (45) days after receipt by such indemnifying party of the request for reimbursement, (ii) such indemnifying party shall have received notice of the terms of such settlement at least thirty (30) days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(d) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under Section 7(a) or Section 7(b) , then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid, payable or otherwise incurred by such indemnified party as a result of such loss, claim, damage, expense or liability (or any action, investigation or proceeding in respect thereof), as incurred, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and each of the Underwriters on the other hand from the offering of the Public Securities, or (ii) if the allocation provided by clause (i) of this Section 7(d) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) of this Section 7(d) but also the relative fault of the Company on the one hand and the Underwriters on the other with respect to the statements, omissions, acts or failures to act which resulted in such loss, claim, damage, expense or liability (or any action, investigation or proceeding in respect thereof) as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Public Securities purchased under this Agreement (before deducting expenses) received by the Company bear to the total underwriting discount and commissions received by the Underwriters in connection with the Offering, in each case as set forth in the table on the cover page of the Prospectus. The relative fault of the Company on the one hand and the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement, omission, act or failure to act; provided that the parties hereto agree that the written information furnished to the Company through the Representative by or on behalf of any Underwriter for use in any Preliminary Prospectus, any Registration Statement or the Prospectus, or in any amendment or supplement thereto, consists solely of the Underwriters' Information as defined in Section 17 .. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 7(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage, expense, liability, action, investigation or proceeding referred to above in this Section 7(d) shall be deemed to include, for purposes of this Section 7(d) , any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. Notwithstanding the provisions of this Section 7(d) , no Underwriter shall be required to contribute any amount in excess of the total discount and commission received by such Underwriter in connection with the Offering less the amount of any damages which such Underwriter has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement, omission or alleged omission, act or alleged act or failure to act or alleged failure to act. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute as provided in this Section 7(d) are several and in proportion to their respective underwriting obligations and not joint.

8. *TERMINATION.* The obligations of the Underwriters hereunder may be terminated by the Representative, in its absolute discretion by notice given to the Company prior to delivery of and payment for the Public Securities if, prior to that time, any of the events described in Sections 6(h) , 6(i) or 6(j) have occurred or if the Underwriters shall decline to purchase the Public Securities for any reason permitted under this Agreement.

9. *EFFECT OF TERMINATION.* Notwithstanding anything to the contrary in this Agreement, if (a) this Agreement shall have been terminated pursuant to Section 8 , (b) the Company shall fail to tender the Firm Securities for delivery to the Underwriters for any reason not permitted under this Agreement, (c) the Underwriters shall decline to purchase the Firm Securities for any reason permitted under this Agreement or (d) the sale of the Firm Securities is not consummated because any condition to the obligations of the Underwriters set forth herein is not satisfied or because of the refusal, inability or failure on the part of the Company to perform any agreement herein or to satisfy any condition or to comply with the provisions hereof, then in addition to the payment of amounts in accordance with Section 5 and out of pocket expenses (to the extent such expenses are actually incurred by Aegis), the provisions of Section 7 shall not be in any way affected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.

10. *EFFECTIVENESS; DEFAULTING UNDERWRITERS.* This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase the Public Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Public Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of Public Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Securities set forth opposite their respective names in Schedule C bears to the aggregate number of Firm Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Public Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of Public Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one-ninth of such number of Public Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Securities and the aggregate number of Firm Securities with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Securities to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Firm Securities are not made within thirty-six (36) hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case, either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven (7) days, in order that the required changes, if any, in the Registration Statement, in the Pricing Prospectus, in the Prospectus or in any other documents or arrangements may be affected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Option Securities and the aggregate number of Option Securities with respect to which such default occurs is more than one-tenth of the aggregate number of Option Securities to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Option Securities to be sold on such Option Closing Date or (i) purchase not less than the number of Option Securities that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

11. *ABSENCE OF FIDUCIARY RELATIONSHIP*. The Company acknowledges and agrees that:

11.1

(a) each Underwriter's responsibility to the Company is solely contractual in nature, each Underwriter has been retained solely to act as an underwriter in connection with the Offering and no fiduciary, advisory or agency relationship between the Company and the Underwriters has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether Aegis Capital Corp. has advised or is advising the Company on other matters;

(b) the price of the Public Securities and the Representative' Securities set forth in this Agreement was established by the Company following discussions and arms-length negotiations with the Representative, and the Company is capable of evaluating and understanding, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) it has been advised that Aegis Capital Corp. and its respective affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and that the Underwriters have no obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and

(d) it waives, to the fullest extent permitted by law, any claims it may have against the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

12. *SUCCESSORS; PERSONS ENTITLED TO BENEFIT OF AGREEMENT*. This Agreement shall inure to the benefit of and be binding upon the several Underwriters, the Company, and their respective successors and assigns. This Agreement shall also inure to the benefit of Aegis Capital Corp., the Underwriters, and each of their respective successors and assigns, which shall be third party beneficiaries hereof. Notwithstanding the foregoing, the determination as to whether any condition in Section 6 hereof shall have been satisfied, and the waiver of any condition in Section 6 hereof, may be made by the Representative in their sole discretion, and any such determination or waiver shall be binding on each of the Underwriters and shall not require the consent of any Underwriter. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, other than the persons mentioned in the preceding sentences, any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person; except that the representations, warranties, covenants, agreements and indemnities of the Company contained in this Agreement shall also be for the several benefit of the Underwriter Indemnified Parties and the indemnities of the several Underwriters shall be for the benefit of the Company Indemnified Parties. It is understood that each Underwriter's responsibility to the Company is solely contractual in nature and the Underwriters do not owe the Company, or any other party, any fiduciary duty as a result of this Agreement.

13. *SURVIVAL OF INDEMNITIES, REPRESENTATIONS, WARRANTIES, ETC.* The respective indemnities, covenants, agreements, representations, warranties and other statements of the Company and the Underwriters, as set forth in this Agreement or made by them respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Company or any person controlling any of them and shall survive delivery of and payment for the Public Securities. Notwithstanding any termination of this Agreement, including without limitation any termination pursuant to Section 8, the indemnity, reimbursement and contribution agreements contained in Sections 7 and 9 and the covenants, representations, warranties set forth in this Agreement shall not terminate and shall remain in full force and effect at all times.

14. *NOTICES*. All statements, requests, notices and agreements hereunder shall be in writing, and:

14.1

(a) if to the Underwriters, shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed and shall be deemed given when so delivered or faxed and confirmed or if mailed, two (2) days after such mailing to Aegis Capital Corp., 810 Seventh Avenue, 11th Floor, New York, New York 10019, Attention: David Bocchi, Managing Director of Investment Banking, Fax: (212) 813-1047 with a copy to David Danovitch Esq. c/o Gersten Savage LLP, 600 Lexington Ave. New York, NY 10022, Fax: (212) 980-5192; and

(b) if to the Company, shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed and shall be deemed given when so delivered or faxed and confirmed or if mailed, two (2) days after such mailing to CNS Response, Inc., 85 Enterprise, Suite 410Aliso Viejo, CA 9265 Attention: Chief Executive Officer and Chief Financial Officer, Fax: (866) 294-2611 with a copy to Jeffrey Baumel, Esq. c/o SNR Denton, LLP, Two World Financial Center New York, New York 10281, Fax: (212) 202-7735.

provided, *however*, that any notice to the Underwriters pursuant to Section 7 shall be delivered or sent by mail, email or facsimile transmission to the Representative at its address set forth in its acceptance communication to the Underwriters, which address will be supplied to any other party hereto by the Representative upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof, except that any such statement, request, notice or agreement delivered or sent by email shall take effect at the time of confirmation of receipt thereof by the recipient thereof.

15. *DEFINITION OF CERTAIN TERMS.* For purposes of this Agreement, (a) business day" means any day on which the New York Stock Exchange, Inc. is open for trading, (b) Affiliate" means any person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such person and (c) knowledge" means the knowledge of the directors and officers of the Company after reasonable inquiry.

16. *GOVERNING LAW, AGENT FOR SERVICE AND JURISDICTION.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including without limitation Section 5-1401 of the New York General Obligations Law. No legal proceeding may be commenced, prosecuted or continued in any court other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and the Company and the Underwriters each hereby consent to the jurisdiction of such courts and personal service with respect thereto. The Company and the Underwriters each hereby waive all right to trial by jury in any legal proceeding (whether based upon contract, tort or otherwise) in any way arising out of or relating to this Agreement. The Company agrees that a final judgment in any such legal proceeding brought in any such court shall be conclusive and binding upon the Company and the Underwriters and may be enforced in any other courts in the jurisdiction of which the Company is or may be subject, by suit upon such judgment.

17. *UNDERWRITERS' INFORMATION.* The parties hereto acknowledge and agree that, for all purposes of this Agreement, the Underwriters' Information consists solely of the information set forth under the subheadings "Discretionary Accounts", "Electronic Offer, Sale and Distribution of Public Securities", and "Stabilization", plus the table showing the number of Public Securities to be purchased by each Underwriter, in each case under the section of the Prospectus titled Underwriting."

18. *PARTIAL UNENFORCEABILITY*. The invalidity or unenforceability of any section, paragraph, clause or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph, clause or provision hereof. If any section, paragraph, clause or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

19. *GENERAL*. This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. In this Agreement, the masculine, feminine and neuter genders and the singular and the plural include one another. The section headings in this Agreement are for the convenience of the parties only and will not affect the construction or interpretation of this Agreement. This Agreement may be amended or modified, and the observance of any term of this Agreement may be waived, only by a writing signed by the Company and the Underwriters. Notwithstanding anything to the contrary set forth herein, it is understood and agreed by the parties hereto that all other terms and conditions of that certain engagement letter between the Company and Aegis Capital Corp., dated November 4, 2011, shall remain in full force and effect.

20. *RESEARCH ANALYST INDEPENDENCE.* The Company acknowledges that each Underwriter's research analysts and research departments are required to be independent from its investment banking division and are subject to certain regulations and internal policies, and that such Underwriter's research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their investment banking division. The Company acknowledges that each Underwriter is a full service securities firm and as such from time to time, subject to applicable securities laws, rules and regulations, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the Company; *provided, however,* that nothing in this Section 20 shall relieve either Underwriter of any responsibility or liability it may otherwise bear in connection with activities in violation of applicable securities laws, rules or regulations.

21. *COUNTERPARTS*. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and such signatures may be delivered by facsimile or email.

If the foregoing is in accordance with your understanding of the agreement between the Company and the Underwriters, kindly indicate your acceptance in the space provided for that purpose below.

Very truly yours,

CNS Response, Inc.

By: _____
Name:
Title:

Confirmed as of the date first above mentioned, on behalf of itself and the Underwriters listed in Schedule C hereto:

AEGIS CAPITAL CORP.

By: _____
Name:
Title:

SCHEDULE A

PRICING INFORMATION

Number of Firm Securities to be sold: _____

Number of Common Stock to be sold: _____

Number of Warrants to be sold: _____

Public Offering Price per Warrant: $_____

Underwriting Discount per share of Common Stock (7% of the Price per share of Common Stock): $0.____

Underwriting Discount per Warrant (7% of the Price per Warrant): $0._____

Underwriting Non-accountable expense allowance (1% of the Price Per share of Common Stock, not payable on the over-allotment): $0.____

Underwriting Non-accountable expense allowance (1% of the Price Per Warrant, not payable on the over-allotment): $0.____

Proceeds to Company (before expenses): $_____

Permitted Free Writing Prospectuses

NONE

SCHEDULE B

List of EXECUTIVE Officers, Directors, STOCKHOLDERS and warrant holders Executing Lock-up AGREEMENTS

Officers, Directors and Stockholders (signing Exhibit A):
David B. Jones
George Carpenter
John Pappajohn
Henry T. Harbin, M.D
George Kallins, M.D.
Zachary McAdoo
Paul Buck
Daniel Hoffman, M.D.
Michael Darkoch
Aegis Capital Corp.

SCHEDULE C

Underwriters

Underwriter	Total Number of Firm Securities to be Purchased		Number of Option Securities to be Purchased if the Over-Allotment Option is Fully Exercised	
	Common Stock	Warrants	Common Stock	Warrants
Aegis Capital Corp.				
Cantor Fitzgerald & Co.				
Noble Financial Capital Markets				
Ascendient Capital Markets LLC				
TOTAL				

Form of Representative's Option Agreement

THE REGISTERED HOLDER OF THIS PURCHASE OPTION BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT SELL, TRANSFER OR ASSIGN THIS PURCHASE OPTION EXCEPT AS HEREIN PROVIDED AND THE REGISTERED HOLDER OF THIS PURCHASE OPTION AGREES THAT IT WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR HYPOTHECATE THIS PURCHASE OPTION FOR A PERIOD OF ONE HUNDRED EIGHTY DAYS FOLLOWING THE EFFECTIVE DATE (DEFINED BELOW) TO ANYONE OTHER THAN (I) AEGIS CAPITAL CORP. OR AN UNDERWRITER OR A SELECTED DEALER IN CONNECTION WITH THE OFFERING, OR (II) A BONA FIDE OFFICER OR PARTNER OF AEGIS CAPITAL CORP. OR OF ANY SUCH UNDERWRITER OR SELECTED DEALER.

THIS PURCHASE OPTION IS NOT EXERCISABLE PRIOR TO _____2013, [DATE THAT IS ONE YEAR AFTER DATE OF PROSPECTUS]. VOID AFTER 5:00 P.M., EASTERN TIME, _____, 2017 [DATE THAT IS FIVE YEARS AFTER DATE OF PROSPECTUS].

PURCHASE OPTION

For the Purchase of

[_____] Shares of Common Stock

and/or

[_____] Common Stock Purchase Warrants

Of

CNS RESPONSE, INC.

1 . Purchase Option. THIS CERTIFIES THAT, in consideration of $[____] duly paid by or on behalf of Aegis Capital Corp. ("**Holder** "), as registered owner of this Purchase Option, CNS Response, Inc. (the **"Company** "), Holder is entitled, at any time or from time to time from _____, 2013 [DATE THAT IS ONE YEAR AFTER DATE OF PROSPECTUS] (the "**Commencement Date**"), and at or before 5:00 p.m., Eastern time, _____, 2017 [DATE THAT IS FIVE YEARS AFTER DATE OF PROSPECTUS] (the **"Expiration Date** "), but not thereafter, to subscribe for, purchase and receive, in whole or in part, up to [ ] ([ ]) shares of Common Stock of the Company, $0.001 par value ("**Common Stock**") and/or [ ] ([ ]) Common Stock Purchase Warrants, each to purchase one share of Common Stock ("**Warrants**"), (representing 5% of the shares of Common Stock included in the Firm Securities, not including the Common Stock underlying the Warrants and excluding the shares of Common Stock included in the over-allotment, as such terms are defined in the Underwriting Agreement) subject to adjustment as provided in Section 6 hereof. Each Warrant is the same as the Common Stock Purchase Warrants ("Public Warrants") that have been registered by the Company for sale to the public pursuant to the Registration Statement on Form S-1 (No.333-173934) ("**Registration Statement**"), which was declared effective on _____ ____, 2012 ("**Effective Date**"). The shares of Common Stock and Warrants are sometimes collectively referred to herein as the "Securities." The Holder can purchase, upon exercise of the Purchase Option, either shares of Common Stock or Warrants or both. If the Expiration Date is a day on which banking institutions are authorized by law to close, then this Purchase Option may be exercised on the next succeeding day which is not such a day in accordance with the terms herein. During the period ending on the Expiration Date, the Company agrees not to take any action that would terminate the Purchase Option. This Purchase Option is initially exercisable at $[ ] per share of Common Stock and $[ ] per Warrant purchased (equal to [125]% of the exercise price of the Public Warrant and purchase price of the Common Stock, as such terms are defined in the Underwriting Agreement); provided, however, that upon the occurrence of any of the events specified in Section 6 hereof, the rights granted by this Purchase Option, including the exercise price and the number of shares of Common Stock and Warrants to be received upon such exercise, shall be adjusted as therein specified. The term "Exercise Price" shall mean the initial exercise price or the adjusted exercise price, depending on the context of a share of Common Stock or a Warrant.

2. Exercise.

2.1 Exercise Form. In order to exercise this Purchase Option, the exercise form attached hereto must be duly executed and completed and delivered to the Company, together with this Purchase Option and payment of the Exercise Price for the Shares being purchased payable in cash by wire transfer of immediately available funds to an account designated by the Company or by certified check or official bank check. If the subscription rights represented hereby shall not be exercised at or before 5:00 p.m., Eastern time, on the Expiration Date, this Purchase Option shall become and be void without further force or effect, and all rights represented hereby shall cease and expire.

2.2 Legend. Each certificate for the securities purchased under this Purchase Option shall bear a legend as follows unless such securities have been registered under the Securities Act of 1933, as amended (the **"Act**"):

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the **Act** "), or applicable state law. Neither the securities nor any interest therein may be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act, or pursuant to an exemption from registration under the Act and applicable state law which, in the opinion of counsel to the Company, is available."

2.3 Conversion Right.

2.3.1 Determination of Amount. In lieu of the payment of the Exercise Price in the manner required by Section 2.1, the Holder shall have the right (but not the obligation) to convert any exercisable but unexercised portion of this Purchase Option into Common Stock and/or Warrants ("Conversion Right") as provided in this Section 2 below.

2.3.2 Common Stock. Upon exercise of the Conversion Right, the Company shall deliver to the Holder (without payment by the Holder of any of the Exercise Price in cash) that number of shares of Common Stock equal to the quotient obtained by dividing (x) the "Stock Value" (as defined below), at the close of trading on the next to last trading day immediately preceding the exercise of the Conversion Right, of the portion of the Purchase Option being converted by (y) the Market Price at that same time. The "**Stock Value**" of the portion of the Purchase Option being converted shall equal the remainder derived from subtracting (a) the Exercise Price multiplied by the number of shares of Common Stock underlying that portion of the Purchase Option being converted from (b) the Market Price of the Common Stock multiplied by the number of shares of Common Stock underlying that portion of the Purchase Option being converted. As used in this Section 2.3.2, the term "Market Price" at any date shall be deemed to be the closing price on such exchange prior on the day prior to such date, as officially reported by the principal securities exchange on which the Common Stock is listed or admitted to trading, or, if the Company's common stock is actively traded over-the-counter, the value shall be deemed to be the closing bid on the day prior to such date, or if the Common Stock is not listed or admitted to trading on any of the foregoing markets, or similar organization, as determined in good faith by resolution of the Board of Directors of the Company, based on the best information available to it.

2.3.3 Warrants. Upon exercise of the Conversion Right, the Company shall deliver to the Holder (without payment by the Holder of any of the Exercise Price in cash) that number of Warrants equal to the quotient obtained by dividing (x) the "Warrant Value" (as defined below), at the close of trading on the next to last trading day immediately preceding the exercise of the Conversion Right, of the portion of the Purchase Option being converted by (y) the Market Price at that same time. The "Warrant Value" of the portion of the Purchase Option being converted shall equal the remainder derived from subtracting (a) the Exercise Price multiplied by the number of Warrants underlying that portion of the Purchase Option being converted from (b) the Market Price of the Warrants multiplied by the number of Warrants underlying that portion of the Purchase Option being converted. As used in this Section 2.3.3, the term "Market Price" at any date shall be deemed to be the last reported closing sale price of the Warrants on the day prior to such date, as officially reported by the principal securities exchange on which the Warrants are listed or admitted to trading, or, if the Warrants are , if the Warrants are actively traded over-the-counter, the value shall be deemed to be the closing bid on the day prior to such date, or if the Warrants are not then traded on any of the foregoing markets, or similar organization, then the "Market Price" shall equal the remainder derived from subtracting (a) the exercise price of the underlying Warrant from (b) the "Market Price" of the Common Stock as determined in Section 2.3.2.

2.3.4 Mechanics of Conversion. The Conversion Right may be exercised by the Holder on any business day on or after the Commencement Date and not later than the Expiration Date by delivering the Purchase Option with a duly executed exercise form attached hereto with the conversion right section completed to the Company, exercising the Conversion Right and specifying the total number of shares of Common Stock and/or Warrants that the Holder will purchase pursuant to such Conversion Right.

3. Transfer.

3.1 General Restrictions. The registered Holder of this Purchase Option agrees by his, her or its acceptance hereof, that such Holder will not: (a) sell, transfer, assign, pledge or hypothecate this Purchase Option for a period of one hundred eighty (180) days following the Effective Date to anyone other than: (i) Aegis Capital Corp. (**"Aegis**") or an underwriter or a selected dealer participating in the Offering, or (ii) a bona fide officer or partner of AEGIS or of any such underwriter or selected dealer, in each case in accordance with FINRA Conduct Rule 5110(g)(1), or (b) cause this Purchase Option or the securities issuable hereunder to be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of this Purchase Option or the securities hereunder, except as provided for in FINRA Rule 5110(g)(2). On and after the one hundred eighty (180) days of the Effective Date, transfers to others may be made subject to compliance with or exemptions from applicable securities laws. In order to make any permitted assignment, the Holder must deliver to the Company the assignment form attached hereto duly executed and completed, together with the Purchase Option and payment of all transfer taxes, if any, payable in connection therewith. The Company shall within five (5) Business Days transfer this Purchase Option on the books of the Company and shall execute and deliver a new Purchase Option or Purchase Options of like tenor to the appropriate assignee(s) expressly evidencing the right to purchase the aggregate number of Shares purchasable hereunder or such portion of such number as shall be contemplated by any such assignment.

3 . 2 Restrictions Imposed by the Act. The securities evidenced by this Purchase Option shall not be transferred unless and until: (i) the Company has received the opinion of counsel for the Holder that the securities may be transferred pursuant to an exemption from registration under the Act and applicable state securities laws, the availability of which is established to the reasonable satisfaction of the Company (the Company hereby agreeing that the opinion of Gersten Savage LLP shall be deemed satisfactory evidence of the availability of an exemption), or (ii) a registration statement or a post-effective amendment to the Registration Statement relating to the offer and sale of such securities has been filed by the Company and declared effective by the U.S. Securities and Exchange Commission (the **"Commission**") and compliance with applicable state securities law has been established.

4. Registration Rights.

4.1 Demand Registration.

4.1.1 Grant of Right. The Company, upon written demand (a "**Demand Notice**") of the Holder(s) of at least 51% of the Purchase Options and/or the underlying Shares of Common Stock and Warrants (**"Majority Holders**"), agrees to register, on one occasion, all or any portion of the Shares underlying the Purchase Options including the Common Stock, the Warrants and the Common Stock underlying the Warrants (collectively, the **"Registrable Securities**"). On such occasion, the Company will file a registration statement with the SEC covering the Registrable Securities within sixty (60) days after receipt of a Demand Notice and use its reasonable best efforts to have the registration statement declared effective promptly thereafter, subject to compliance with review by the SEC; provided , however , that the Company shall not be required to comply with a Demand Notice if the Company has filed a registration statement with respect to which the Holder is entitled to piggyback registration rights pursuant to Section 4.2 hereof and either: (i) the Holder has elected to participate in the offering covered by such registration statement or (ii) if such registration statement relates to an underwritten primary offering of securities of the Company, until the offering covered by such registration statement has been withdrawn or until thirty (30) days after such offering is consummated. The demand for registration may be made at any time during a period of four (4) years beginning one (1) year after the Closing Date. The Company covenants and agrees to give written notice of its receipt of any Demand Notice by any Holder(s) to all other registered Holders of the Purchase Options and/or the Registrable Securities within ten (10) days after the date of the receipt of any such Demand Notice.

4.1.2 Terms. The Company shall bear all fees and expenses attendant to the registration of the Registrable Securities pursuant to Section 4.1.1 , but the Holders shall pay any and all underwriting commissions and the expenses of any legal counsel selected by the Holders to represent them in connection with the sale of the Registrable Securities. The Company agrees to use its reasonable best efforts to cause the filing required herein to become effective promptly and to qualify or register the Registrable Securities in such States as are reasonably requested by the Holder(s); provided , however , that in no event shall the Company be required to register the Registrable Securities in a State in which such registration would cause: (i) the Company to be obligated to register or license to do business in such State or submit to general service of process in such State, or (ii) the principal shareholders of the Company to be obligated to escrow their shares of capital stock of the Company. The Company shall cause any registration statement filed pursuant to the demand right granted under Section 4.1.1 to remain effective for a period of at least twelve (12) consecutive months after the date that the Holders of the Registrable Securities covered by such registration statement are first given the opportunity to sell all of such securities. The Holders shall only use the prospectuses provided by the Company to sell the shares covered by such registration statement, and will immediately cease to use any prospectus furnished by the Company if the Company advises the Holder that such prospectus may no longer be used due to a material misstatement or omission.

4.2 "Piggy-Back" Registration.

4.2.1 Grant of Right. In addition to the demand right of registration described in Section 4.1 hereof, the Holder shall have the right, for a period of four (4) years commencing one (1) year after the Closing Date, to include the Registrable Securities as part of any other registration of securities filed by the Company (other than in connection with a transaction contemplated by Rule 145 (a) promulgated under the Act or pursuant to Form S-8 or any equivalent form); provided , however , that if, solely in connection with any primary underwritten public offering for the account of the Company, the managing underwriter(s) thereof shall, in its reasonable discretion, impose a limitation on the number of shares of Common Stock which may be included in the Registration Statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such Registration Statement only such limited portion of the Registrable Securities with respect to which the Holder requested inclusion hereunder as the underwriter shall reasonably permit. Any exclusion of Registrable Securities shall be made pro rata among the Holders seeking to include Registrable Securities in proportion to the number of Registrable Securities sought to be included by such Holders; provided , however , that the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not entitled to inclusion of such securities in such Registration Statement or are not entitled to pro rata inclusion with the Registrable Securities.

4.2.2 Terms. The Company shall bear all fees and expenses attendant to registering the Registrable Securities pursuant to Section 4.2.1 hereof, but the Holders shall pay any and all underwriting commissions and the expenses of any legal counsel selected by the Holders to represent them in connection with the sale of the Registrable Securities. In the event of such a proposed registration, the Company shall furnish the then Holders of outstanding Registrable Securities with not less than thirty (30) days written notice prior to the proposed date of filing of such registration statement. Such notice to the Holders shall continue to be given for each registration statement filed by the Company until such time as all of the Registrable Securities have been sold by the Holder. The holders of the Registrable Securities shall exercise the piggy-back" rights provided for herein by giving written notice, within ten (10) days of the receipt of the Company's notice of its intention to file a registration statement.

4.3 General Terms.

4.3.1 Indemnification. The Company shall indemnify the Holder(s) of the Registrable Securities to be sold pursuant to any registration statement hereunder and each person, if any, who controls such Holders within the meaning of Section 15 of the Act or Section 20 (a) of the Securities Exchange Act of 1934, as amended (**"Exchange Act**"), against all loss, claim, damage, expense or liability (including all reasonable attorneys' fees and other expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which any of them may become subject under the Act, the Exchange Act or otherwise, arising from such registration statement but only to the same extent and with the same effect as the provisions pursuant to which the Company has agreed to indemnify the Underwriters contained in Section 5.1 of the Underwriting Agreement between the Underwriters and the Company, dated as of June [__], 2012. The Holder(s) of the Registrable Securities to be sold pursuant to such registration statement, and their successors and assigns, shall severally, and not jointly, indemnify the Company, against all loss, claim, damage, expense or liability (including all reasonable attorneys' fees and other expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which they may become subject under the Act, the Exchange Act or otherwise, arising from information furnished by or on behalf of such Holders, or their successors or assigns, in writing, for specific inclusion in such registration statement to the same extent and with the same effect as the provisions contained in Section 5.2 of the Underwriting Agreement pursuant to which the Underwriters have agreed to indemnify the Company.

4.3.2 Exercise of Purchase Options. Nothing contained in this Purchase Option shall be construed as requiring the Holder(s) to exercise their Purchase Options prior to or after the initial filing of any registration statement or the effectiveness thereof.

4.3.3 Documents Delivered to Holders. The Company shall furnish to each Holder participating in any of the foregoing offerings and to each underwriter of any such offering, if any, a signed counterpart, addressed to such Holder or underwriter, of: (i) an opinion of counsel to the Company, dated the effective date of such registration statement (and, if such registration includes an underwritten public offering, an opinion dated the date of the closing under any underwriting agreement related thereto), and (ii) a cold comfort" letter dated the effective date of such registration statement (and, if such registration includes an underwritten public offering, a letter dated the date of the closing under the underwriting agreement) signed by the independent registered public accounting firm which has issued a report on the Company's financial statements included in such registration statement, in each case covering substantially the same matters with respect to such registration statement (and the prospectus included therein) and, in the case of such accountants' letter, with respect to events subsequent to the date of such financial statements, as are customarily covered in opinions of issuer's counsel and in accountants' letters delivered to underwriters in underwritten public offerings of securities. The Company shall also deliver promptly to each Holder participating in the offering requesting the correspondence and memoranda described below and to the managing underwriter, if any, copies of all correspondence between the SEC and the Company, its counsel or auditors and all memoranda relating to discussions with the SEC or its staff with respect to the registration statement and permit each Holder and underwriter to do such investigation, upon reasonable advance notice, with respect to information contained in or omitted from the registration statement as it deems reasonably necessary to comply with applicable securities laws or rules of FINRA. Such investigation shall include access to books, records and properties and opportunities to discuss the business of the Company with its officers and independent auditors, all to such reasonable extent and at such reasonable times as any such Holder shall reasonably request.

4.3.4 Underwriting Agreement. The Company shall enter into an underwriting agreement with the managing underwriter(s), if any, selected by any Holders whose Registrable Securities are being registered pursuant to this Section 4 , which managing underwriter shall be reasonably satisfactory to the Company. Such agreement shall be reasonably satisfactory in form and substance to the Company, each Holder and such managing underwriters, and shall contain such representations, warranties and covenants by the Company and such other terms as are customarily contained in agreements of that type used by the managing underwriter. The Holders shall be parties to any underwriting agreement relating to an underwritten sale of their Registrable Securities and may, at their option, require that any or all the representations, warranties and covenants of the Company to or for the benefit of such underwriters shall also be made to and for the benefit of such Holders. Such Holders shall not be required to make any representations or warranties to or agreements with the Company or the underwriters except as they may relate to such Holders, their Shares and their intended methods of distribution.

4.3.5 Documents to be Delivered by Holder(s). Each of the Holder(s) participating in any of the foregoing offerings shall furnish to the Company a completed and executed questionnaire provided by the Company requesting information customarily sought of selling security holders.

4.3.6 Damages. Should the registration or the effectiveness thereof required by Section 4.1 and Section 4.2 hereof be delayed by the Company or the Company otherwise fails to comply with such provisions, the Holder(s) shall, in addition to any other legal or other relief available to the Holder(s), be entitled to obtain specific performance or other equitable (including injunctive) relief against the threatened breach of such provisions or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting bond or other security.

5. New Purchase Options to be Issued.

5.1 Partial Exercise or Transfer. Subject to the restrictions in Section 3 hereof, this Purchase Option may be exercised or assigned in whole or in part. In the event of the exercise or assignment hereof in part only, upon surrender of this Purchase Option for cancellation, together with the duly executed exercise or assignment form and funds sufficient to pay any Exercise Price and/or transfer tax if exercised pursuant to Section 2.1 hereto, the Company shall cause to be delivered to the Holder without charge a new Purchase Option of like tenor to this Purchase Option in the name of the Holder evidencing the right of the Holder to purchase the number of Shares purchasable hereunder as to which this Purchase Option has not been exercised or assigned.

5.2 Lost Certificate. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Purchase Option and of reasonably satisfactory indemnification or the posting of a bond, the Company shall execute and deliver a new Purchase Option of like tenor and date. Any such new Purchase Option executed and delivered as a result of such loss, theft, mutilation or destruction shall constitute a substitute contractual obligation on the part of the Company.

6. Adjustments.

6.1 Adjustments to Exercise Price and Number of Securities. The Exercise Price and the number of Shares underlying the Purchase Option and underlying the Warrants shall be subject to adjustment from time to time as hereinafter set forth:

6.1.1 Share Dividends; Split Ups. If, after the date hereof, and subject to the provisions of Section 6.3 below, the number of outstanding Shares is increased by a stock dividend payable in Shares or by a split up of Shares or other similar event, then, on the effective date thereof, the number of shares of Common Stock issuable on exercise of the Purchase Option and the Warrants underlying the Purchase Option shall be increased in proportion to such increase in outstanding shares shall be proportionately increased.

6.1.2 Aggregation of Shares. If, after the date hereof, and subject to the provisions of Section 6.3 below, the number of outstanding Shares is decreased by a consolidation, combination or reclassification of Shares or other similar event, then, on the effective date thereof, the number shares of Common Stock issuable on exercise of the Purchase Option and the Warrants underlying the Purchase Option shall be decreased in proportion to such decrease in outstanding shares.

6.1.3 Adjustments in Exercise Price. Whenever the number of shares of Common Stock purchasable upon the exercise of this Purchase Option is adjusted, as provided in this Section 6.1, the Exercise Price shall be adjusted (to the nearest cent) by multiplying such Exercise Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of shares of Common Stock purchasable upon the exercise of this Purchase Option immediately prior to such adjustment, and (y) the denominator of which shall be the number of shares of Common Stock so purchasable immediately thereafter. If it is determined that such Exercise Price and number of shares of Common Stock must be adjusted, then the Exercise Price of the Purchase Option with respect to the underlying Warrants and the number of Warrants purchasable hereunder shall also be similarly adjusted.

6.1.4 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Shares other than a change covered by Section 6.1.1 or Section 6.1.2 hereof or that solely affects the par value of such Shares, or in the case of any share reconstruction or amalgamation or consolidation of the Company with or into another corporation (other than a consolidation or share reconstruction or amalgamation in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Shares), or in the case of any sale or conveyance to another corporation or entity of the property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the Holder of this Purchase Option shall have the right thereafter (until the expiration of the right of exercise of this Purchase Option) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, share reconstruction or amalgamation, or consolidation, or upon a dissolution following any such sale or transfer, by a Holder of the number of Shares of the Company obtainable upon exercise of this Purchase Option immediately prior to such event; and if any reclassification also results in a change in Shares covered by Section 6.1.1 or Section 6.1.2 , then such adjustment shall be made pursuant to Section 6.1.1 , Section 6.1.2 and this Section 6.1.3 . The provisions of this Section 6.1.3 shall similarly apply to successive reclassifications, reorganizations, share reconstructions or amalgamations, or consolidations, sales or other transfers.

6.1.4 Changes in Form of Purchase Option. This form of Purchase Option need not be changed because of any change pursuant to this Section 6.1 , and Purchase Options issued after such change may state the same Exercise Price and the same number of shares of Common Stock and Warrants as are stated in the Purchase Options initially issued pursuant to this Agreement. The acceptance by any Holder of the issuance of new Purchase Options reflecting a required or permissive change shall not be deemed to waive any rights to an adjustment occurring after the Commencement Date or the computation thereof.

6.2 Substitute Purchase Option. In case of any consolidation of the Company with, or share reconstruction or amalgamation of the Company with or into, another corporation (other than a consolidation or share reconstruction or amalgamation which does not result in any reclassification or change of the outstanding Shares), the corporation formed by such consolidation or share reconstruction or amalgamation shall execute and deliver to the Holder a supplemental Purchase Option providing that the holder of each Purchase Option then outstanding or to be outstanding shall have the right thereafter (until the stated expiration of such Purchase Option) to receive, upon exercise of such Purchase Option, the kind and amount of shares of stock and other securities and property receivable upon such consolidation or share reconstruction or amalgamation, by a holder of the number of Shares of the Company for which such Purchase Option might have been exercised immediately prior to such consolidation, share reconstruction or amalgamation, sale or transfer. Such supplemental Purchase Option shall provide for adjustments which shall be identical to the adjustments provided for in this Section 6 .. The above provision of this Section shall similarly apply to successive consolidations or share reconstructions or amalgamations.

6.3 Elimination of Fractional Interests. The Company shall not be required to issue certificates representing fractions of shares of Common Stock or Warrants upon the exercise of the Purchase Option, nor shall it be required to issue scrip or pay cash in lieu of any fractional interests, it being the intent of the parties that all fractional interests shall be eliminated by rounding any fraction up or down, as the case may be, to the nearest whole number of Warrants, shares of Common Stock or other securities, properties or rights.

7. Reservation and Listing. The Company shall at all times reserve and keep available out of its authorized Shares, solely for the purpose of issuance upon exercise of the Purchase Options or the Warrants, such number of shares of Common Stock or other securities, properties or rights as shall be issuable upon the exercise thereof. The Company covenants and agrees that, upon exercise of the Purchase Options and payment of the Exercise Price therefor, in accordance with the terms hereby, all Shares and other securities issuable upon such exercise shall be duly and validly issued, fully paid and non-assessable and not subject to preemptive rights of any shareholder. The Company further covenants and agrees that upon exercise of the Purchase Options and payment of the exercise price therefor, all Shares and other securities issuable upon such exercise shall be duly and validly issued, fully paid and non-assessable and not subject to preemptive rights of any shareholder. As long as the Purchase Options shall be outstanding, the Company shall use its commercially reasonable efforts to cause all shares of Common Stock issuable upon exercise of the Purchase Options and the Warrants to be listed (subject to official notice of issuance) on all national securities exchanges (or, if applicable, on the OTC Bulletin Board or any successor trading market) on which the Common Stock or the Public Warrants issued to the public in
connection herewith are then listed and/or quoted.

8. Certain Notice Requirements.

8 . 1 Holder's Right to Receive Notice. Nothing herein shall be construed as conferring upon the Holders the right to vote or consent or to receive notice as a shareholder for the election of directors or any other matter, or as having any rights whatsoever as a shareholder of the Company. If, however, at any time prior to the expiration of the Purchase Options and their exercise, any of the events described in Section 8.2 shall occur, then, in one or more of said events, the Company shall give written notice of such event at least fifteen days prior to the date fixed as a record date or the date of closing the transfer books for the determination of the shareholders entitled to such dividend, distribution, conversion or exchange of securities or subscription rights, or entitled to vote on such proposed dissolution, liquidation, winding up or sale. Such notice shall specify such record date or the date of the closing of the transfer books, as the case may be. Notwithstanding the foregoing, the Company shall deliver to each Holder a copy of each notice given to the other shareholders of the Company at the same time and in the same manner that such notice is given to the shareholders.

8 . 2 Events Requiring Notice. The Company shall be required to give the notice described in thisSection 8 upon one or more of the following events: (i) if the Company shall take a record of the holders of its Shares for the purpose of entitling them to receive a dividend or distribution payable otherwise than in cash, or a cash dividend or distribution payable otherwise than out of retained earnings, as indicated by the accounting treatment of such dividend or distribution on the books of the Company, (ii) the Company shall offer to all the holders of its Shares any additional shares of capital stock of the Company or securities convertible into or exchangeable for shares of capital stock of the Company, or any option, right or warrant to subscribe therefor, or (iii) a dissolution, liquidation or winding up of the Company (other than in connection with a consolidation or share reconstruction or amalgamation) or a sale of all or substantially all of its property, assets and business shall be proposed.

8 . 3 Notice of Change in Exercise Price. The Company shall, promptly after an event requiring a change in the Exercise Price pursuant toSection 6 hereof, send notice to the Holders of such event and change (**Price Notice** "). The Price Notice shall describe the event causing the change and the method of calculating same and shall be certified as being true and accurate by the Company's Chief Financial Officer.

8 . 4 Transmittal of Notices. All notices, requests, consents and other communications under this Purchase Option shall be in writing and shall be deemed to have been duly made when hand delivered, or mailed by express mail or private courier service: (i) if to the registered Holder of the Purchase Option, to the address of such Holder as shown on the books of the Company, or (ii) if to the Company, to following address or to such other address as the Company may designate by notice to the Holders:

If to the Holder:
Aegis Capital Corp.
810 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Mr. David Bocchi, Managing Director of
Investment Banking
Fax No.: (212) 813-1047

With a copy (which shall not constitute notice) to:

Gersten Savage LLP
600 Lexington Avenue, 9th Floor
New York, New York 10022
Attn: David Danovitch, Esq.
Fax No: (212) 980-5192

If to the Company:

CNS Response, Inc.
85 Enterprise, Suite 410
Aliso Viejo, CA 9265
Attention: Chief Executive Officer and Chief Financial Officer
Fax No: (866) 294-2611

With a copy (which shall not constitute notice) to:

SNR Denton, LLP,
Two World Financial Center
New York, New York 10281
Attn: Jeffrey Baumel, Esq.
Fax No: (212) 202-7735

9. Miscellaneous.

9.1 Amendments. The Company and Aegis may from time to time supplement or amend this Purchase Option without the approval of any of the Holders in order to cure any ambiguity, to correct or supplement any provision contained herein that may be defective or inconsistent with any other provisions herein, or to make any other provisions in regard to matters or questions arising hereunder that the Company and Aegis may deem necessary or desirable and that the Company and Aegis deem shall not adversely affect the interest of the Holders. All other modifications or amendments shall require the written consent of and be signed by the party against whom enforcement of the modification or amendment is sought.

9 . 2 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Purchase Option.

9.3. Entire Agreement. This Purchase Option (together with the other agreements and documents being delivered pursuant to or in connection with this Purchase Option) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

9.4 Binding Effect. This Purchase Option shall inure solely to the benefit of and shall be binding upon, the Holder and the Company and their permitted assignees, respective successors, legal representative and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Purchase Option or any provisions herein contained.

9.5 Governing Law; Submission to Jurisdiction. This Purchase Option shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. The Company hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Purchase Option shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any process or summons to be served upon the Company may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 8 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company in any action, proceeding or claim. The Company and the Holder agree that the prevailing party(ies) in any such action shall be entitled to recover from the other party(ies) all of its reasonable attorneys' fees and expenses relating to such action or proceeding and/or incurred in connection with the preparation therefor.

9.6 Waiver, etc. The failure of the Company or the Holder to at any time enforce any of the provisions of this Purchase Option shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Purchase Option or any provision hereof or the right of the Company or any Holder to thereafter enforce each and every provision of this Purchase Option. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Purchase Option shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

9.7 Execution in Counterparts. This Purchase Option may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Such counterparts may be delivered by facsimile transmission or other electronic transmission.

9.8 Exchange Agreement. As a condition of the Holder's receipt and acceptance of this Purchase Option, Holder agrees that, at any time prior to the complete exercise of this Purchase Option by Holder, if the Company and Aegis enter into an agreement (**"Exchange Agreement**") pursuant to which they agree that all outstanding Purchase Options will be exchanged for securities or cash or a combination of both, then Holder shall agree to such exchange and become a party to the Exchange Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Purchase Option to be signed by its duly authorized officer as of the ____ day of _____, 2012.

CNS Response, Inc.

By: _____

Name:
Title:

[Form to be used to exercise Purchase Option:]

Date: _____, 20___

The undersigned hereby elects irrevocably to exercise the Purchase Option for _____ shares of Common Stock and/or Warrants to purchase shares of Common Stock of CNS Response, Inc. (the **"Company** ") and hereby makes payment of $____ (at the rate of $____ per Share and $__ per Warrant) in payment of the Exercise Price pursuant thereto. Please issue the Common Stock and the Warrants as to which this Purchase Option is exercised in accordance with the instructions given below and, if applicable, a new Purchase Option representing the number of shares of Common Stock and Warrants for which this Purchase Option has not been exercised.

or

The undersigned hereby elects irrevocably to exercise the within Purchase Option and to purchase _____ shares of Common Stock by surrender of the unexercised portion of the within Purchase Option (with a "Stock Value" of $_____ based on a "**Market Price**" of $_____. Please issue the Common Stock as to which this Purchase Option is exercised in accordance with the instructions given below.

Signature

Signature Guaranteed

INSTRUCTIONS FOR REGISTRATION OF SECURITIES

Name:
(Print in Block Letters)
Address:

NOTICE: The signature to this form must correspond with the name as written upon the face of the Purchase Option without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

Form to be used to assign Purchase Option:

ASSIGNMENT

(To be executed by the registered Holder to effect a transfer of the within Purchase Option):

FOR VALUE RECEIVED, _____ does hereby sell, assign and transfer unto the right to purchase shares of Common Stock and/or Warrants to purchase _____ shares of Common Stock of CNS Response, Inc. (the **"Company**") evidenced by the Purchase Option and does hereby authorize the Company to transfer such right on the books of the Company.

Dated: _____, 20__

Signature

Signature Guaranteed

NOTICE: The signature to this form must correspond with the name as written upon the face of the within Purchase Option without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank, other than a savings bank, or by a trust company or by a firm having membership on a registered national securities exchange.

SNR DENTON

SNR Denton US LLP
1221 Avenue of the Americas
New York, NY 10020-1089 USA

June 19, 2012

Board of Directors
CNS Response, Inc.
85 Enterprise, Suite 410
Aliso Viejo, CA 92656

Re: CNS RESPONSE INC.
Registration Statement on Form S-1, File No. 333-173934

Ladies and Gentlemen:

In our capacity as counsel to CNS Response, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), we have been asked to render this opinion in connection with the registration statement on Form S-1 (File No. 333-173934) as amended to date and as being amended contemporaneously herewith (as so amended, the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), covering the sale of the following securities: (i) up to 1,150,000 shares (the "Offered Shares") of common stock, par value $0.001 per share, of the Company (the "Common Stock"); (ii) up to 1,150,000 warrants to purchase Common Stock (the "Warrants"); (iii) up to 1,150,000 shares of Common Stock that are issuable upon exercise of the Warrants (the "Warrant Shares"); (v) an option to purchase Common Stock and Warrants to be issued to Aegis Capital Corp. as representative of the Underwriters (defined below) (the "Purchase Option"); and (vi) 100,000 shares of Common Stock that are issuable upon exercise of the Purchase Option, including upon exercise of the Warrants included in the Purchase Option (the "Option Shares" and, collectively with the Offered Shares and the Warrant Shares, the "Shares"). The Shares, Warrants and Purchase Option are referred to herein as the "Securities." The Securities are to be issued by the Company pursuant to an underwriting agreement (the "Underwriting Agreement") to be entered into between the Company and the several underwriters named therein (the "Underwriters") for whom Aegis Capital Corp. is acting as representative.

We are delivering this opinion to you at your request in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In connection with rendering this opinion, we have examined (i) the Company's Certificate of Incorporation, as amended, (ii) the Company's By-Laws, as amended, (iii) the Registration Statement, (iv) the form of Underwriting Agreement, (v) the form of warrant agreement relating to the Warrants (the "Warrant Agreement"), (vi) the form of option agreement relating to the Purchase Option (the "Option Agreement"), (vii) corporate proceedings of the Company relating to the Securities, and (viii) such other instruments and documents as we have deemed relevant under the circumstances.

In making the aforesaid examinations, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all copies furnished to us as original or photostatic copies.

Based upon the foregoing and subject to the assumptions and qualifications set forth herein, we are of the opinion that when (i) the Registration Statement has become effective under the Act; (ii) the issuance of the Securities has been duly authorized by the Company; (iii) the Underwriting Agreement has been duly executed and delivered; (iv) the Warrant Agreement has been duly executed and delivered; (v) the Option Agreement has been duly executed and delivered; (vi) the Securities have been issued, sold and paid for in the manner described in the Registration Statement and in the Underwriting Agreement (and, as to the Warrant Shares, as provided in the Warrant Agreement and the Warrants, and, as to the Option Shares and the Warrants included in the Purchase Option, as provided in the Option Agreement); (vii) with respect to certificated Shares, the Shares have been duly executed by the Company, duly countersigned by an authorized signatory of the registrar for the Shares, and duly delivered to the purchasers thereof; and (viii) the Warrants have been duly executed by the Company, countersigned by the warrant agent pursuant to the Warrant Agreement, and duly delivered to the purchasers thereof, the Shares, Warrants and Purchase Option will be legally issued, fully paid and non-assessable.

The foregoing opinion is limited to the laws of the United States of America and Delaware corporate law (which includes the Delaware General Corporation Law and applicable provisions of the Delaware constitution, as well as reported judicial opinions interpreting same), and we do not purport to express any opinion on the laws of any other jurisdiction.

We hereby consent to the use of our opinion as an exhibit to the Registration Statement and to the reference to this firm and this opinion under the heading “Legal Matters” in the prospectus comprising a part of the Registration Statement and any amendment thereto. In giving such consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ SNR Denton US LLP

SNR Denton US LLP

CONVERSION AGREEMENT

SENIOR CONVERTIBLE PROMISSORY NOTES

This Conversion Agreement (this "Agreement") is entered into as of June 12, 2012 by and between CNS Response, Inc., a Delaware corporation (the "Company") and the undersigned ("Holders"), as the holders of senior convertible promissory notes (collectively, the "Notes" and each, a "Note") in the aggregate principal amount set forth opposite each such holder's name below, and of the related warrants (collectively, the "Warrants" and each, a "Warrant") to purchase the number of shares of common stock, par value $0.001 per share (the "Common Stock"), set forth opposite each such holder's name.

WHEREAS, the Company entered into a Note and Warrant Purchase Agreement dated as of October 1, 2010 (the "Original Agreement") with the Holders in respect of the Notes and Warrants.

WHEREAS, the Company entered into a Agreement to Convert and Amend dated as of June 3, 2011 (the "June Agreement") with the Holders in respect of the Notes and Warrants in connection with a planned listing of securities of the Company on a Canadian securities exchange.

WHEREAS, the Company subsequently entered into an Amendment and Conversion Agreement, dated as of September 30, 2011 (the "September Agreement") with Holders of a majority in outstanding principal amount of Notes (the "Majority Holders") in connection with the then-pending maturity of the Notes and conversion requirement upon a public offering in which the Company planned to issue securities yielding gross proceeds of at least $10 million.

WHEREAS, the Company effected a reverse stock split ("Reverse Split") of the Common Stock on April 2, 2012 at 5:00 pm Pacific Time, as a result of which the Conversion Price, as defined in the Notes, was adjusted to $3.00, the exercise price of the Warrants was adjusted to $3.00 per share, and the number of shares issuable upon exercise of the Warrants was proportionately reduced.

WHEREAS, the Company subsequently entered into a Conversion Agreement, dated as of May 4, 2012 (the "May Agreement") with each Holder in connection with a proposed public offering in which the Company planned to issue securities yielding gross proceeds of at least $5 million.

WHEREAS, the Company wishes to issue securities, which will include Common Stock and warrants to purchase Common Stock (the "Offered Warrants"), in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price"), with such offering to yield gross proceeds to the Company of at least $3 million (the "Qualified Offering").

WHEREAS, pursuant to Section 9 of the Notes, the Company will not, without the prior written consent of the Majority Holders, amend, waive or modify any provision of the Notes.

WHEREAS, the Company and the Holders wish to agree and to amend the Notes and Warrants in accordance with the terms set forth herein.

NOW, THEREFORE, the Company and the Holders, in consideration for the mutual promises and covenants herein, agree as follows:

1. The June Agreement, September Agreement and May Agreement are hereby superseded in their entirety and the Holders hereby relinquish any rights they may have under each such agreement, including with respect to warrants issued or to be issued pursuant to each such agreement. For the sake of clarity, the Company and each Holder agree that the preceding sentence completely satisfies the requirement in Section 8 of the June Agreement and Section 7 of the September Agreement to expressly state that this Agreement amends, modifies or supplements the June Agreement or September Agreement as applicable.

2. Each Holder hereby waives the provisions of Section 4.1 ("Registration Rights Agreement") of the Original Agreement, as they may apply to the Qualified Offering, and consents to the registration of the issuance of the securities in the Qualified Offering.

3. a. Notwithstanding anything to the contrary in the Original Agreement, the June Agreement, the September Agreement, the May Agreement or any Note, each Holder hereby irrevocably:

(i) agrees and consents to the amendment of its Note(s) as specified in Exhibit A hereto (the "Amendment"), with such amendment being self-actuating and effective immediately upon receipt by the Company of consent to the Amendment by the Holders (i.e., the Amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and the Irrevocable Consent to Amend and Irrevocable Notice to Convert (the form of which is attached hereto as Exhibit A) from the Holders, without any further action by the Company or any Holder irrespective of whether the Note(s) to be amended are delivered to the Company); and

(ii) agrees to convert such amended Note(s) into shares of Common Stock in accordance with the terms set forth herein and on Exhibit A hereto (the "Conversion"). Such conversion shall be self-actuating in connection with the consummation of the Qualified Offering, i.e., the Conversion shall be effective concurrently with the consummation of the Qualified Offering without any further action by the Company or such Holder irrespective of whether the amended Note(s) being converted are delivered to the Company. Upon the effectiveness of the Conversion, the Note(s) being converted pursuant hereto, and the related security interest pursuant to the Amended and Restated Security Agreement dated as of September 30, 2011 between the Company and Paul Buck, as administrative agent, shall be deemed canceled and each Holder shall be entitled to receive as the Conversion Amount shares of Common Stock at the Conversion Price in accordance with the terms of the Note(s) as amended pursuant hereto and Exhibit A hereto. For the sake of clarity, the parties agree that such Conversion Price will be the lesser of $3.00 (reflecting the Reverse Split), subject to adjustment as provided in the Note(s), or the Per Share Offering Price. Upon the effective date of such conversion, any and all obligations of the Company relating to the Notes, including those contained in the Original Agreement, June Agreement, September Agreement and May Agreement, shall cease to be of any further force or effect.

b. The Company hereby agrees to the amendments and conversions of the Notes described in (i) and (ii) above.

c. Each Holder acknowledges and agrees that (i) the Notes and Warrants have been, (ii) the shares of Common Stock issuable upon conversion of the Notes and exercise of the Warrants will be, and (iii) the Consideration Warrants (as defined below) and shares of Common Stock issuable upon exercise of the Consideration Warrants will be, offered and issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and may not be transferred unless (a) they have been registered for resale pursuant to the Securities Act, (b) they may be sold without restriction pursuant to Rule 144 thereunder, or (c) the Company has received an opinion of counsel reasonably satisfactory to it that such transfer may lawfully be made without registration under the Securities Act. Each Holder represents to the Company as follows:

i. Accredited Investor. The Holder is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").

ii. Investment for Own Account. The Consideration Warrants and the shares of Common Stock to be issued upon conversion of the Note(s) and exercise of the Warrants and Consideration Warrants are being, and will be, acquired for his, her or its 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.

iii. Knowledge and Experience. The Holder has such knowledge and experience in financial and business matters that (s)he is capable of evaluating the merits and risks of an investment in the securities of the Company and of making an informed investment decision with respect thereto, has the ability and capacity to protect his/her interests and can bear the economic risk of the acceptance of the securities of the Company, including a total loss of his/her investment.

iv. Opportunity to Ask Questions. The Holder has had the opportunity to ask questions and receive answers from the Company or any authorized person acting on its behalf concerning the Company and its business and to obtain any additional information, to the extent possessed by the Company (or to the extent it could have been acquired by the Company without unreasonable effort or expense) necessary to verify the accuracy of the information received by the Holder. In connection therewith, the Holder acknowledges that (s)he has had the opportunity to discuss the Company's business, management and financial affairs with the Company's management or any authorized person acting on its behalf.

v. Receipt of Information. The Holder has received and reviewed all the information concerning the Company, the Note(s), the Warrants, the Consideration Warrants and the shares of Common Stock underlying such Note(s), Warrants and Consideration Warrants, both written and oral, that the Holder desires. Without limiting the generality of the foregoing, the Holder has been furnished with or has had the opportunity to acquire, and to review: all information, both written and oral, that the Holder desires with respect to the Company's business, management, financial affairs and prospects. In determining whether to make this investment, the Holder has relied solely on his/her own knowledge and understanding of the Company and its business based upon the Holder's own due diligence investigations and the Company's filings with the SEC.

d. Simultaneously with the execution of this Agreement, each Holder is delivering a duly completed and executed Irrevocable Consent to Amend and Irrevocable Notice to Convert, the form of which is attached hereto as Exhibit A, to the Company, which shall supersede the consent delivered in connection with the May Agreement, be irrevocable and which, (i) with respect to the Amendment, shall be effective immediately upon the receipt by the Company of consent to the Amendment by the Holders, and (ii) with respect to the Conversion, shall be effective concurrently with the consummation of the Qualified Offering, both as specified in Section 3.a. hereof and Exhibit A hereto.

e. It is understood and agreed that the Company is making available to all Holders the same opportunity to receive the consideration set forth in Section 5 hereof.

4. a. Notwithstanding anything to the contrary in the Original Agreement, the June Agreement, the September Agreement, the May Agreement or any Warrant, each of the Holders hereby irrevocably agrees and consents to the amendment of their Warrant(s), as set forth in Exhibit B hereto, and the Company hereby agrees and consents to such amendment. Such amendment shall be self-actuating and effective immediately upon receipt by the Company of consent to such amendment by the Holders (i.e., the amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and the Irrevocable Consent to Amend Warrants to Purchase Shares (the form of which is attached hereto as Exhibit B) from the Holders, without any further action by the Company or any Holder irrespective of whether the certificates evidencing the Warrants are delivered to the Company).

b. Simultaneously with the execution of this Agreement, each Holder is delivering to the Company a duly executed Irrevocable Consent to Amend Warrant to Purchase Shares, the form of which is attached hereto as Exhibit B, which shall supersede the consent delivered in connection with the May Agreement, shall be irrevocable and which shall be effective immediately upon the receipt by the Company of consent to such amendment by the Holders as specified herein and in Exhibit B hereto.

c. It is understood and agreed that the Company is making available to all Holders the same opportunity to receive the consideration set forth in Section 5 hereof.

5. As consideration for the Amendment and Conversion, the Company shall issue to each Holder (i) a warrant to purchase a number of shares of Common Stock equal to one share for each two shares issuable upon conversion of the principal amount of and accrued and unpaid interest on the Note(s) amended and converted by such Holder, with the terms and conditions of such new warrant being substantially the same as the terms and conditions of the Offered Warrants, and (ii) a warrant to purchase a number of shares of Common Stock equal to one share for each two shares issuable upon conversion of the principal amount of, but not the accrued and unpaid interest on, the Note(s) amended and converted by such Holder, with the terms and conditions of such new warrant being identical to the terms and conditions of the Warrant, as adjusted for the Reverse Split and as amended to give effect to the amendments specified herein and in Exhibit B hereto. Such new warrants are collectively referred to as the "Consideration Warrants" and will be issued by the Company and the certificates representing the Consideration Warrants will be delivered to the Holder within ten (10) business days of the date of Conversion.

6. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF CALIFORNIA; 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.

7. Any amendment effected in accordance with this Section 7 shall be binding upon each Investor, each future holder of Securities (as defined in the Original Agreement) and the Company.

8. A Holder may only assign this Agreement with the written consent of the Company. The Company may freely assign this Agreement without the consent of any other party. Any assignment of this Agreement in violation of this Section is null and void. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All rights, powers and remedies under this Agreement are cumulative and are not exclusive of any other rights, powers and remedies provided by law.

10. This Agreement (including Exhibits A and B hereto) contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement between the parties hereto with respect to the subject matter thereof, superseding all prior oral or written understandings. There are no unwritten agreements between the parties hereto. In the event of a conflict between the terms of this Agreement, on the one hand, and the terms of the Notes, Warrants, Original Agreement, June Agreement, September Agreement and/or May Agreement, on the other hand, the terms of this Agreement shall prevail and control.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement will be binding upon the Company and the Holders and their respective successors, assigns, heirs and personal representatives.

[Signature page follows]

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

CNS Response, Inc.

By: _____
Name:
Title:

Holders of Senior Convertible Promissory Notes:	Aggregate Principal Amount:	Number of Shares Underlying Warrants (Before and After Adding Consideration Warrants):

John Pappajohn

SAIL Venture Partners, LP

By: _____
Name:
Title:

Andy Sassine

Fatos Mucha

JD Advisors, LLC

By: _____
Name:
Title:

Queen Street Capital Corporation

By: _____
Name:
Title:

Holders of Senior Convertible Promissory Notes (continued):	Aggregate Principal Amount:	Number of Shares Underlying Warrants (Before and After Adding Consideration Warrants):

BGN Acquisition Ltd., LP

By: _____
Name: _____
Title: _____

Deerwood Holdings, LLC

By: _____
Name: _____
Title: _____

Deerwood Partners, LLC

By: _____
Name: _____
Title: _____

Highland Long/Short Healthcare Fund

By: _____
Name: _____
Title: _____

Exhibit A

CNS RESPONSE, INC.

Irrevocable Consent to Amend and Irrevocable Notice to Convert

Senior Convertible Promissory Note

issued pursuant to

Note and Warrant Purchase Agreement, dated as of October 1, 2010, between the Company and the investors signatory thereto

CNS Response, Inc., a Delaware corporation (the "Company") issued to the undersigned holder (the "Holder") a convertible promissory note in the aggregate principal amount of _____ (the "Note"), pursuant to the agreement specified above.

In accordance with and pursuant to the Conversion Agreement (as defined below), the Holder hereby irrevocably (i) agrees and consents to the amendment of the Note as specified below and (ii) agrees to convert such amended Note (including accrued but unpaid interest thereon through the Conversion Date, as defined below) into shares of the Company's common stock, $0.001 par value (the "Common Stock") as further specified below, with (i) such amendment being self-actuating and effective immediately upon receipt by the Company of consent to the amendment by the Holders, i.e., such amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and this Irrevocable Consent to Amend and Irrevocable Consent to Convert from the Holders, without any further action by the Company or any Holder irrespective of whether the Note(s) to be amended are delivered to the Company and (ii) such conversion being self-actuating in connection with the consummation of a public offering in which the Company issues shares of its Common Stock and/or other securities at a per share price to be determined by the Company (the "Per Share Offering Price") and yielding gross proceeds to the Company of at least $3 million (the "Qualified Offering").

Upon the effective date of such conversion, the Holder shall be entitled to receive as the Conversion Amount shares of Common Stock at the Conversion Price in accordance with the terms of Section 6 of the Note, as amended as specified below.

1. Amendment of Note. The Note is amended as follows:

   a. Section 1 ("Definitions") is amended by amending and restating the following provisions:

"(x) 'Conversion Agreement' means the agreement, executed as of June 12, 2012, between the Company and the Holders in connection with a proposed Qualified Offering."

"(z) 'Qualified Offering' means the issuance by the Company of shares of Common Stock and/or other securities in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price"), with such offering to yield gross proceeds to the Company of at least $3 million."

2. The Holder hereby acknowledges and agrees that the Note has previously been amended as follows:

(a) The maturity date of the Note has been extended to October 1, 2012.

(b) All references in the Note to "Security Agreement" shall be deemed to refer to the Amended and Restated Security Agreement, dated as of September 30, 2011, by and between the Company and Paul Buck, as administrative agent on behalf of the Secured Parties (as defined therein).

(c) Section 6(a)(ii) was replaced in its entirety with the following:

"At the time specified in Section 6(c)(iii) hereof, the outstanding and unpaid Conversion Amount (as defined below) shall be automatically converted into fully paid and nonassessable shares of Common Stock in accordance with Section 6(c)(iii), at the Conversion Rate (as defined below). The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock equal to or in excess of one half of one share, the Company shall round such fraction of a share of Common Stock up to the nearest whole share. The Company shall pay any and all stock transfer, stamp, documentary and similar taxes (excluding any taxes on the income or gain of the Holder) that may be payable with respect to the issuance and delivery of shares of Common Stock to the Holder upon conversion of any Conversion Amount."

(d) The first sentence of Section 6(b) was replaced in its entirety with the following:

"Conversion Rate. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to Section 6(a) (the 'Conversion Rate') shall be determined by dividing the Conversion Amount by the Conversion Price."

(e) The definition of "Conversion Price" in Section 6(b) was replaced in its entirety with the following:

"'Conversion Price' means, as of any Conversion Date following the date of the Conversion Agreement, subject to adjustment following the date of the Conversion Agreement as provided herein; provided that, in the case of mandatory conversion described in Section 6(c)(iii) hereof, 'Conversion Price' shall mean the lesser of $3.00, subject to adjustment as provided herein, or the Per Share Offering Price."

(f) The following replacement was made in the first sentence of Section 6(c)(ii):

"Notwithstanding anything to the contrary set forth herein" was replaced with "Subject to Section 6(c)(iii) hereof."

(g) A new Section 6(c)(iii) was added as follows:

"(iii) *Mandatory Conversion*. Notwithstanding Sections 6(c)(i) and 6(c)(ii) hereof, the Conversion Amount shall be automatically converted into shares of Common Stock concurrently with the consummation of the Qualified Offering (the date on which such conversion occurs, the **'Conversion Date'**). On or before 4:00 p.m., New York Time, on the tenth (10^{th}) Business Day following such Conversion Date (the '**Share Delivery Date**'), the Company shall issue and deliver to the address as specified in the executed Irrevocable Consent to Amend and Irrevocable Notice to Convert, a form of which was attached to the Conversion Agreement, a certificate, registered in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder shall be entitled. If the Company complies with the terms of this Section 6(c)(iii), then, on the date on which it so complies, 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. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date."

(h) The final clause in Section 18 was replaced in its entirety with the following:

"except that such benefits shall expire with respect to the Holders on the date that holders of a majority of the aggregate principal amount of Notes issued have converted their Notes in accordance with the terms hereof."

3. Delivery of Conversion Amount (Qualified Offering).

Aggregate Principal Amount (plus accrued and unpaid interest) to be converted:

Title of Note: _____ Principal Amount _____

Please issue the Common Stock into which the Note is being converted in the following name and to the following address:

Issue to: _____

_____

_____

IN WITNESS WHEREOF, the undersigned has duly executed and delivered to the Company this Irrevocable Consent to Amend and Irrevocable Notice to Convert on the date written below.

CONVERTING NOTEHOLDER:

Name: _____

By: _____
Name:
Title:

Date: _____

Agreed and Accepted:

CNS RESPONSE, INC.

By: _____
Name:
Title:

Exhibit B

CNS RESPONSE, INC. (the "Company")

Irrevocable Consent to Amend Warrant to Purchase Shares
issued pursuant to
Note and Warrant Purchase Agreement, dated as of January 20, 2011, between the
Company and the investors signatory thereto

CNS Response, Inc., a Delaware corporation (the "Company") issued to the undersigned holder (the "Holder") a warrant to purchase _____ fully paid and nonassessable shares of common stock, par value $0.001 per share (the "Common Stock"), of the Company (the "Warrant"), pursuant to the agreement specified above.

In accordance with and pursuant to the Conversion Agreement executed as of June 12, 2012 by the Company and the Holders in connection with a proposed public offering of the Company's Common Stock and/or other securities and yielding gross proceeds to the Company of at least $3 million, the Holder hereby agrees and consents to amend the Warrant as specified below, with such amendment to be self-actuating and effective immediately upon receipt by the Company of consent to such amendment by the Holders (i.e., the amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and this Irrevocable Consent to Amend Warrant to Purchase Shares from the Holders, without any further action by the Company or any Holder irrespective of whether the certificates evidencing the Warrants are delivered to the Company).

1. Amendment of Warrant.

   a. The final sentence of Section 7(c) is replaced in its entirety with the following:

   "Notwithstanding anything to the contrary set forth herein, no adjustments to the Exercise Price and the number of shares issuable upon exercise of this Warrant shall be triggered under this Section 7(c) by any issuances of securities that occur subsequent to the Qualified Offering (as defined below)."

   b. Section 7(d) is to be replaced in its entirety with the following:

   "(d) One-Time Ratchet. If and when the Company issues shares of its Common Stock and/or other securities in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price") and yielding gross proceeds to the Company of at least $3 million (the "Qualified Offering"), the Exercise Price, to the extent it exceeds the Per Share Offering Price, shall be adjusted so that it shall equal such Per Share Offering Price and the number of shares issuable upon exercise of this Warrant shall be proportionately increased. Such adjustment shall only be made once, after which this Section 7(d) shall cease to be of further effect."

IN WITNESS WHEREOF, the undersigned has duly executed and delivered to the Company this Irrevocable Consent to Amend on the date written below.

WARRANTHOLDER:

Name: _____

By: _____
Name:
Title:

Date: _____

Agreed and Accepted:

CNS RESPONSE, INC.

By: _____
Name:
Title:

CONVERSION AGREEMENT

SUBORDINATED CONVERTIBLE PROMISSORY NOTES

This Conversion Agreement (this "Agreement") is entered into as of June 12, 2012 by and between CNS Response, Inc., a Delaware corporation (the "Company") and the undersigned ("Holders"), as the holders of subordinated convertible promissory notes (collectively, the "Notes" and each, a "Note") in the aggregate principal amount set forth opposite each such holder's name below, and of the related warrants (collectively, the "Warrants" and each, a "Warrant") to purchase the number of shares of common stock, par value $0.001 per share (the "Common Stock"), set forth opposite each such holder's name.

WHEREAS, the Company entered into a Note and Warrant Purchase Agreement dated as of January 20, 2011 (the "Original Agreement") with the Holders in respect of the Notes and Warrants.

WHEREAS, the Company entered into a Agreement to Convert and Amend dated as of June 3, 2011 (the "June Agreement") with the Holders in respect of the Notes and Warrants in connection with a planned listing of securities of the Company on a Canadian securities exchange.

WHEREAS, the Company subsequently entered into an Amendment and Conversion Agreement, dated as of September 30, 2011 (the "September Agreement") with Holders of a majority in outstanding principal amount of Notes (the "Majority Holders") in connection with the then-pending maturity of the Notes and conversion requirements upon a public offering in which the Company planned to issue securities yielding gross proceeds of at least $10 million.

WHEREAS, the Company effected a reverse stock split ("Reverse Split") of the Common Stock on April 2, 2012 at 5:00 pm Pacific Time, as a result of which the Conversion Price, as defined in the Notes, was adjusted to $3.00, the exercise price of the Warrants was adjusted to $3.00 per share, and the number of shares issuable upon exercise of the Warrants was proportionately reduced.

WHEREAS, the Company subsequently entered into a Conversion Agreement, dated as of May 4, 2012 (the "May Agreement") with each Holder in connection with a proposed public offering in which the Company planned to issue securities yielding gross proceeds of at least $5 million.

WHEREAS, the Company wishes to issue securities, which will include Common Stock and warrants to purchase Common Stock (the "Offered Warrants"), in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price"), with such offering to yield gross proceeds to the Company of at least $3 million (the "Qualified Offering").

WHEREAS, pursuant to Section 9 of the Notes, the Company will not, without the prior written consent of the Majority Holders, amend, waive or modify any provision of the Notes.

WHEREAS, the Company and the Holders wish to agree and to amend the Notes and Warrants in accordance with the terms set forth herein.

NOW, THEREFORE, the Company and the Holders, in consideration for the mutual promises and covenants herein, agree as follows:

1. The June Agreement, September Agreement and May Agreement are hereby superseded in their entirety and the Holders hereby relinquish any rights they may have under each such agreement, including with respect to warrants issued or to be issued pursuant to each such agreement. For the sake of clarity, the Company and each Holder agree that the preceding sentence completely satisfies the requirement in Section 8 of the June Agreement and Section 7 of the September Agreement to expressly state that this Agreement amends, modifies or supplements the June Agreement or September Agreement, as applicable.

2. Each Holder hereby waives the provisions of Section 4.1 ("Registration Rights Agreement") of the Original Agreement, as they may apply to the Qualified Offering, and consents to the registration of the issuance of the securities in the Qualified Offering.

3. a. Notwithstanding anything to the contrary in the Original Agreement, the June Agreement, the September Agreement, the May Agreement or any Note, each Holder hereby irrevocably:

(i) agrees and consents to the amendment of its Note(s) as specified in Exhibit A hereto (the "Amendment"), with such amendment being self-actuating and effective immediately upon receipt by the Company of consent to the Amendment by the Holders (i.e., the Amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and the Irrevocable Consent to Amend and Irrevocable Notice to Convert (the form of which is attached hereto as Exhibit A) from the Holders, without any further action by the Company or any Holder irrespective of whether the Note(s) to be amended are delivered to the Company); and

(ii) agrees to convert such amended Note(s) into shares of Common Stock in accordance with the terms set forth herein and on Exhibit A hereto (the "Conversion"). Such conversion shall be self-actuating in connection with the consummation of the Qualified Offering, i.e., the Conversion shall be effective concurrently with the consummation of the Qualified Offering without any further action by the Company or such Holder irrespective of whether the amended Note(s) being converted are delivered to the Company. Upon the effectiveness of the Conversion, the Note(s) being converted pursuant hereto, and the related security interest pursuant to the Amended and Restated Security Agreement dated as of September 30, 2011 between the Company and Paul Buck, as administrative agent, shall be deemed canceled and each Holder shall be entitled to receive as the Conversion Amount shares of Common Stock at the Conversion Price in accordance with the terms of the Note(s) as amended pursuant hereto and Exhibit A hereto. For the sake of clarity, the parties agree that such Conversion Price will be the lesser of $3.00 (reflecting the Reverse Split), subject to adjustment as provided in the Note(s), or the Per Share Offering Price. Upon the effective date of such conversion, any and all obligations of the Company relating to the Notes, including those contained in the Original Agreement, June Agreement, September Agreement and May Agreement, shall cease to be of any further force or effect.

b. The Company hereby agrees to the amendments and conversions of the Notes described in (i) and (ii) above.

c. Each Holder acknowledges and agrees that (i) the Notes and Warrants have been, (ii) the shares of Common Stock issuable upon conversion of the Notes and exercise of the Warrants will be, and (iii) the Consideration Warrants (as defined below) and shares of Common Stock issuable upon exercise of the Consideration Warrants will be, offered and issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and may not be transferred unless (a) they have been registered for resale pursuant to the Securities Act, (b) they may be sold without restriction pursuant to Rule 144 thereunder, or (c) the Company has received an opinion of counsel reasonably satisfactory to it that such transfer may lawfully be made without registration under the Securities Act. Each Holder represents to the Company as follows:

i. Accredited Investor. The Holder is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").

ii. Investment for Own Account. The Consideration Warrants and the shares of Common Stock to be issued upon conversion of the Note(s) and exercise of the Warrants and Consideration Warrants are being, and will be, acquired for his, her or its 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.

iii. Knowledge and Experience. The Holder has such knowledge and experience in financial and business matters that (s)he is capable of evaluating the merits and risks of an investment in the securities of the Company and of making an informed investment decision with respect thereto, has the ability and capacity to protect his/her interests and can bear the economic risk of the acceptance of the securities of the Company, including a total loss of his/her investment.

iv. Opportunity to Ask Questions. The Holder has had the opportunity to ask questions and receive answers from the Company or any authorized person acting on its behalf concerning the Company and its business and to obtain any additional information, to the extent possessed by the Company (or to the extent it could have been acquired by the Company without unreasonable effort or expense) necessary to verify the accuracy of the information received by the Holder. In connection therewith, the Holder acknowledges that (s)he has had the opportunity to discuss the Company's business, management and financial affairs with the Company's management or any authorized person acting on its behalf.

v. Receipt of Information. The Holder has received and reviewed all the information concerning the Company, the Note(s), the Warrants, the Consideration Warrants and the shares of Common Stock underlying such Note(s), Warrants and Consideration Warrants, both written and oral, that the Holder desires. Without limiting the generality of the foregoing, the Holder has been furnished with or has had the opportunity to acquire, and to review: all information, both written and oral, that the Holder desires with respect to the Company's business, management, financial affairs and prospects. In determining whether to make this investment, the Holder has relied solely on his/her own knowledge and understanding of the Company and its business based upon the Holder's own due diligence investigations and the Company's filings with the SEC.

d. Simultaneously with the execution of this Agreement, each Holder is delivering a duly completed and executed Irrevocable Consent to Amend and Irrevocable Notice to Convert, the form of which is attached hereto as Exhibit A, to the Company, which shall supersede the consent delivered in connection with the May Agreement, be irrevocable and which, (i) with respect to the Amendment, shall be effective immediately upon the receipt by the Company of consent to the Amendment by the Holders, and (ii) with respect to the Conversion, shall be effective concurrently with the consummation of the Qualified Offering, both as specified in Section 3.a. hereof and Exhibit A hereto.

e. It is understood and agreed that the Company is making available to all Holders the same opportunity to receive the consideration set forth in Section 5 hereof.

4. a. Notwithstanding anything to the contrary in the Original Agreement, the June Agreement, the September Agreement, the May Agreement or any Warrant, each of the Holders hereby irrevocably agrees and consents to the amendment of their Warrant(s), as set forth in Exhibit B hereto, and the Company hereby agrees and consents to such amendment. Such amendment shall be self-actuating and effective immediately upon receipt by the Company of consent to such amendment by the Holders (i.e., the amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and the Irrevocable Consent to Amend Warrants to Purchase Shares (the form of which is attached hereto as Exhibit B) from the Holders, without any further action by the Company or any Holder irrespective of whether the certificates evidencing the Warrants are delivered to the Company).

b. Simultaneously with the execution of this Agreement, each Holder is delivering to the Company a duly executed Irrevocable Consent to Amend Warrant to Purchase Shares, the form of which is attached hereto as Exhibit B, which shall supersede the consent delivered in connection with the May Agreement, be irrevocable and which shall be effective immediately upon the receipt by the Company of consent to such amendment by the Holders as specified herein and in Exhibit B hereto.

c. It is understood and agreed that the Company is making available to all Holders the same opportunity to receive the consideration set forth in Section 5 hereof.

5. As consideration for the Amendment and Conversion, the Company shall issue to each Holder (i) a warrant to purchase a number of shares of Common Stock equal to one share for each two shares issuable upon conversion of the principal amount of and accrued and unpaid interest on the Note(s) amended and converted by such Holder, with the terms and conditions of such new warrant being substantially the same as the terms and conditions of the Offered Warrants, and (ii) a warrant to purchase a number of shares of Common Stock equal to one share for each two shares issuable upon conversion of the principal amount of, but not the accrued and unpaid interest on, the Note(s) amended and converted by such Holder, with the terms and conditions of such new warrant being identical to the terms and conditions of the Warrant as adjusted for the Reverse Split and as amended to give effect to the amendments specified herein and in Exhibit B hereto. Such new warrants are collectively referred to as the "Consideration Warrants" and will be issued by the Company and the certificates representing the Consideration Warrants will be delivered to the Holder within ten (10) business days of the date of Conversion.

6. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF CALIFORNIA; 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.

7. Any amendment effected in accordance with this Section 7 shall be binding upon each Investor, each future holder of Securities (as defined in the Original Agreement) and the Company.

8. A Holder may only assign this Agreement with the written consent of the Company. The Company may freely assign this Agreement without the consent of any other party. Any assignment of this Agreement in violation of this Section is null and void. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All rights, powers and remedies under this Agreement are cumulative and are not exclusive of any other rights, powers and remedies provided by law.

10. This Agreement (including Exhibits A and B hereto) contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement between the parties hereto with respect to the subject matter thereof, superseding all prior oral or written understandings. There are no unwritten agreements between the parties hereto. In the event of a conflict between the terms of this Agreement, on the one hand, and the terms of the Notes, Warrants, Original Agreement, June Agreement, September Agreement and or May Agreement, on the other hand, the terms of this Agreement shall prevail and control.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement will be binding upon the Company and the Holders and their respective successors, assigns, heirs and personal representatives.

[Signature page follows]

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

CNS Response, Inc.

By: _____
Name:
Title:.

Holders of Subordinated Convertible Promissory Notes:	Aggregate Principal Amount:	Number of Shares Underlying Warrants (Before and After Adding Consideration Warrants):

Meyer Proler M.D.

William F. Grieco

Edward L. Scanlon

Frommer Family Trust dated August 29, 2006

By: _____
Name: _____
Title: _____

Paul Buck

Andy Sassine

[Signature Page - Conversion Agreement]

Holders of Subordinated Convertible Promissory Notes (continued):	Aggregate Principal Amount:	Number of Shares Underlying Warrants (Before and After Adding Consideration Warrants):

Highland Long/Short Healthcare Fund

By: _____
Name: _____
Title: _____

SAIL 2010 Co-Investment Partners, LP

By: _____
Name: _____
Title: _____

SAIL Venture Partners, LP

By: _____
Name: _____
Title: _____

_____
Rajiv Kaul

_____
John M. Pulos

Cummings Bay Healthcare Fund, LP

By: _____
Name: _____
Title: _____

Exhibit A

CNS RESPONSE, INC.

Irrevocable Consent to Amend and Irrevocable Notice to Convert

Subordinated Convertible Promissory Note

issued pursuant to

Note and Warrant Purchase Agreement, dated as of January 20, 2011, between the Company and the investors signatory thereto

CNS Response, Inc., a Delaware corporation (the "Company") issued to the undersigned holder (the "Holder") a convertible promissory note in the aggregate principal amount of _____ (the "Note"), pursuant to the agreement specified above.

In accordance with and pursuant to the Conversion Agreement (as defined below), the Holder hereby irrevocably (i) agrees and consents to the amendment of the Note as specified below and (ii) agrees to convert such amended Note (including accrued but unpaid interest thereon through the Conversion Date, as defined below) into shares of the Company's common stock, $0.001 par value (the "Common Stock") as further specified below, with (i) such amendment being self-actuating and effective immediately upon receipt by the Company of consent to the amendment by the Holders, i.e., such amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and this Irrevocable Consent to Amend and Irrevocable Consent to Convert from the Holders, without any further action by the Company or any Holder irrespective of whether the Note(s) to be amended are delivered to the Company and (ii) such conversion being self-actuating in connection with the consummation of a public offering in which the Company issues shares of its Common Stock and/or other securities at a per share price to be determined by the Company (the "Per Share Offering Price") and yielding gross proceeds to the Company of at least $3 million (the "Qualified Offering").

Upon the effective date of such conversion, the Holder shall be entitled to receive as the Conversion Amount shares of Common Stock at the Conversion Price in accordance with the terms of Section 6 of the Note, as amended as specified below.

1. Amendment of Note. The Note is amended as follows:

a. Section 1 ("Definitions") is amended by amending and restating the following provisions:

"(x) 'Conversion Agreement' means the agreement, executed as of June 12, 2012, between the Company and the Holders in connection with a proposed Qualified Offering."

"(z) 'Qualified Offering' means the issuance by the Company of shares of Common Stock and/or other securities in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price"), with such offering to yield gross proceeds to the Company of at least $3 million."

2. The Holder hereby acknowledges and agrees that the Note has previously been amended as follows:

(a) The maturity date of the Note has been extended to October 1, 2012.

(b) A new definition (y) was added to Section 1 as follows: "'Amended and Restated Security Agreement' means that certain Amended and Restated Security Agreement, dated as of September 30, 2011, by and between the Company and Paul Buck, as administrative agent on behalf of the Secured Parties (as defined therein)."

(c) Section 6(a)(ii) was replaced in its entirety with the following:

"At the time specified in Section 6(c)(iii) hereof, the outstanding and unpaid Conversion Amount (as defined below) shall be automatically converted into fully paid and nonassessable shares of Common Stock in accordance with Section 6(c)(iii), at the Conversion Rate (as defined below). The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock equal to or in excess of one half of one share, the Company shall round such fraction of a share of Common Stock up to the nearest whole share. The Company shall pay any and all stock transfer, stamp, documentary and similar taxes (excluding any taxes on the income or gain of the Holder) that may be payable with respect to the issuance and delivery of shares of Common Stock to the Holder upon conversion of any Conversion Amount."

(d) The first sentence of Section 6(b) was replaced in its entirety with the following:

"Conversion Rate. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to Section 6(a) (the 'Conversion Rate') shall be determined by dividing the Conversion Amount by the Conversion Price."

(e) The definition of "Conversion Price" in Section 6(b) was replaced in its entirety with the following:

"'Conversion Price' means, as of any Conversion Date following the date of the Conversion Agreement, subject to adjustment following the date of the Conversion Agreement as provided herein; provided that, in the case of mandatory conversion described in Section 6(c)(iii) hereof, 'Conversion Price' shall mean the lesser of $3.00, subject to adjustment as provided herein, or the Per Share Offering Price."

(f) The following replacement was made in the first sentence of Section 6(c)(ii):

"Notwithstanding anything to the contrary set forth herein" was replaced with "Subject to Section 6(c)(iii) hereof."

(g) A new Section 6(c)(iii) was added as follows:

"(iii) *Mandatory Conversion*. Notwithstanding Sections 6(c)(i) and 6(c)(ii) hereof, the Conversion Amount shall be automatically converted into shares of Common Stock concurrently with the consummation of the Qualified Offering (the date on which such conversion occurs, the **'Conversion Date'**). On or before 4:00 p.m., New York Time, on the tenth (10^{th}) Business Day following such Conversion Date (the '**Share Delivery Date**'), the Company shall issue and deliver to the address as specified in the executed Irrevocable Consent to Amend and Irrevocable Notice to Convert, a form of which was attached to the Conversion Agreement, a certificate, registered in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder shall be entitled. If the Company complies with the terms of this Section 6(c)(iii), then, on the date on which it so complies, 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. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date."

(h) A new Section 18 was added as follows:

"18. ***Second Position Security Interest.*** The obligations of the Company under this Subordinated Note are secured by a second position security interest in the Collateral (as defined in the Amended and Restated Security Agreement), which security interest shall be subordinated to the first position security interest in the Collateral held by the holders of the Secured Convertible Promissory Notes issued pursuant to the Note and Warrant Purchase Agreement, dated as of October 1, 2010, by and between the Company and the investors party thereto, and by the guarantors under the related guaranties issued in favor of certain holders of such notes, and which security interest shall be *pari passu* with the second position security interest in the Collateral to be granted to the investors in the issuance of subordinated secured convertible promissory notes in the aggregate principal amount of at least $2 million (the "**Pari Passu Notes**"). The second position security interest granted to the holders of the Subordinated Notes and the Pari Passu Notes shall be in accordance with, and entitled to the benefits of, the Amended and Restated Security Agreement, except that such benefits, with respect to all holders of the Subordinated Notes and the Pari Passu Notes, shall expire on the date that holders of a majority of the aggregate principal amount issued of Subordinated Notes and Pari Passu Notes (on a combined basis) have converted their Subordinated Notes or Pari Passu Notes, as the case may be, in accordance with the terms hereof."

3. Delivery of Conversion Amount (Qualified Offering).

Aggregate Principal Amount (plus accrued and unpaid interest) to be converted:

Title of Note:_____ Principal Amount

Please issue the Common Stock into which the Note is being converted in the following name and to the following address:

Issue to:

IN WITNESS WHEREOF, the undersigned has duly executed and delivered to the Company this Irrevocable Consent to Amend and Irrevocable Notice to Convert on the date written below.

CONVERTING NOTEHOLDER:

Name: _____

By: _____
Name:
Title:

Date: _____

Agreed and Accepted:

CNS RESPONSE, INC.

By: _____
Name:
Title:

Exhibit B

CNS RESPONSE, INC. (the "Company")

Irrevocable Consent to Amend Warrant to Purchase Shares
issued pursuant to

Note and Warrant Purchase Agreement, dated as of January 20, 2011, between the Company and the investors signatory thereto

CNS Response, Inc., a Delaware corporation (the "Company") issued to the undersigned holder (the "Holder") a warrant to purchase _____ fully paid and nonassessable shares of common stock, par value $0.001 per share (the "Common Stock"), of the Company (the "Warrant"), pursuant to the agreement specified above.

In accordance with and pursuant to the Conversion Agreement executed as of June 12, 2012 by the Company and the Holders in connection with a proposed public offering of the Company's Common Stock and/or other securities and yielding gross proceeds to the Company of at least $3 million, the Holder hereby agrees and consents to amend the Warrant as specified below, with such amendment to be self-actuating and effective immediately upon receipt by the Company of consent to such amendment by the Holders (i.e., the amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and this Irrevocable Consent to Amend Warrant to Purchase Shares from the Holders, without any further action by the Company or any Holder irrespective of whether the certificates evidencing the Warrants are delivered to the Company).

1. Amendment of Warrant.

   a. The final sentence of Section 7(c) is replaced in its entirety with the following:

   "Notwithstanding anything to the contrary set forth herein, no adjustments to the Exercise Price and the number of shares issuable upon exercise of this Warrant shall be triggered under this Section 7(c) by any issuances of securities that occur subsequent to the Qualified Offering (as defined below)."

   b. Section 7(d) is to be replaced in its entirety with the following:

   "(d) One-Time Ratchet. If and when the Company issues shares of its Common Stock and/or other securities in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price") and yielding gross proceeds to the Company of at least $3 million (the "Qualified Offering"), the Exercise Price, to the extent it exceeds the Per Share Offering Price, shall be adjusted so that it shall equal such Per Share Offering Price and the number of shares issuable upon exercise of this Warrant shall be proportionately increased. Such adjustment shall only be made once, after which this Section 7(d) shall cease to be of further effect."

IN WITNESS WHEREOF, the undersigned has duly executed and delivered to the Company this Irrevocable Consent to Amend on the date written below.

WARRANTHOLDER:

Name: _____

By: _____
Name:
Title:

Date: _____

Agreed and Accepted:

CNS RESPONSE, INC.

By: _____
Name:
Title:

CONVERSION AGREEMENT

SUBORDINATED CONVERTIBLE PROMISSORY NOTES

This Conversion Agreement (this "Agreement") is entered into as of June 12, 2012 by and between CNS Response, Inc., a Delaware corporation (the "Company") and the undersigned ("Holders"), as the holders of subordinated convertible promissory notes (collectively, the "Notes" and each, a "Note") in the aggregate principal amount set forth opposite each such holder's name below, and of the related warrants (collectively, the "Warrants" and each, a "Warrant") to purchase the number of shares of common stock, par value $0.001 per share (the "Common Stock"), set forth opposite each such holder's name.

WHEREAS, the Company entered into an Amended and Restated Note and Warrant Purchase Agreement dated as of November 11, 2011 (the "Original Agreement") with the Holders in respect of the Notes and Warrants.

WHEREAS, the Notes contain certain provisions permitting each Holders to choose to convert or redeem their Note(s) upon the consummation of a public offering in which the Company planned to issue securities yielding gross proceeds of at least $10 million.

WHEREAS, the Company effected a reverse stock split ("Reverse Split") of the Common Stock on April 2, 2012 at 5:00 pm Pacific Time, as a result of which the Conversion Price, as defined in the Notes, was adjusted to $3.00, the exercise price of the Warrants was adjusted to $3.00 per share, and the number of shares issuable upon exercise of the Warrants was proportionately reduced.

WHEREAS, the Company subsequently entered into a Conversion Agreement, dated as of May 4, 2012 (the "May Agreement") with certain Holders in connection with a proposed public offering in which the Company planned to issue securities yielding gross proceeds of at least $5 million.

WHEREAS, the Company wishes to issue securities, which will include Common Stock and warrants to purchase Common Stock (the "Offered Warrants"), in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price"), with such offering to yield gross proceeds to the Company of at least $3 million (the "Qualified Offering").

WHEREAS, pursuant to Section 9 of the Notes, the Company will not, (i) without the written consent of Holders of a majority in outstanding principal amount of Notes (the "Majority Holders"), amend, waive or modify any provision of the Notes other than Sections 6(a)(ii), 6(c)(iii) and the proviso in the definition of "Conversion Price" in Section 6(b) and (ii) without the written consent of the Holder, the Company will not amend, waive or modify Sections 6(a)(ii) and 6(c)(iii) and the proviso in the definition of "Conversion Price" in Section 6(b) in such Holder's Note(s).

WHEREAS, pursuant to Section 5.2 of the Original Agreement, any term of the Original Agreement may be amended (either retroactively or prospectively) with the written consent of the Company and the Majority Holders.

WHEREAS, the Company and the Holders wish to agree and to amend the Notes and Warrants in accordance with the terms set forth herein.

NOW, THEREFORE, the Company and the Holders, in consideration for the mutual promises and covenants herein, agree as follows:

1. The May Agreement is hereby superseded in its entirety and the Holders hereby relinquish any rights they may have under such agreement, including with respect to warrants issued or to be issued pursuant to such agreement.

2. Each Holder hereby waives the provisions of Section 4.1 ("Registration Rights Agreement") of the Original Agreement, as they may apply to the Qualified Offering, and consents to the registration of the issuance of the securities in the Qualified Offering.

3. a. Notwithstanding anything to the contrary in the Original Agreement, the May Agreement or any Note, each Holder hereby irrevocably:

(i) agrees and consents to the amendment of its Note(s) as specified in Exhibit A hereto (the "Amendment"), with such amendment being self-actuating and effective immediately upon receipt by the Company of consent to the Amendment by the Holders (i.e., the Amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and the Irrevocable Consent to Amend and Irrevocable Notice to Convert (the form of which is attached hereto as Exhibit A) from the Holders, without any further action by the Company or any Holder irrespective of whether the Note(s) to be amended are delivered to the Company); and

(ii) agrees to convert such amended Note(s) into shares of Common Stock in accordance with the terms set forth herein and on Exhibit A hereto (the "Conversion"). Such conversion shall be self-actuating in connection with the consummation of the Qualified Offering, i.e., the Conversion shall be effective concurrently with the consummation of the Qualified Offering without any further action by the Company or such Holder irrespective of whether the amended Note(s) being converted are delivered to the Company. Upon the effectiveness of the Conversion, the Note(s) being converted pursuant hereto, and the related security interest pursuant to the Amended and Restated Security Agreement dated as of September 30, 2011 between the Company and Paul Buck, as administrative agent, shall be deemed canceled and each Holder shall be entitled to receive as the Conversion Amount shares of Common Stock at the Conversion Price in accordance with the terms of the Note(s) as amended pursuant hereto and Exhibit A hereto. For the sake of clarity, the parties agree that such Conversion Price will be the lesser of $3.00 (reflecting the Reverse Split), subject to adjustment as provided in the Note(s), or the Per Share Offering Price. Upon the effective date of such conversion, any and all obligations of the Company relating to the Notes, including those contained in the Original Agreement and the May Agreement, shall cease to be of any further force or effect.

b. The Company hereby agrees to the amendments and conversions of the Notes described in (i) and (ii) above.

c. Each Holder acknowledges and agrees that (i) the Notes and Warrants have been, (ii) the shares of Common Stock issuable upon conversion of the Notes and exercise of the Warrants will be, and (iii) the Consideration Warrants (as defined below) and shares of Common Stock issuable upon exercise of the Consideration Warrants will be, offered and issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and may not be transferred unless (a) they have been registered for resale pursuant to the Securities Act, (b) they may be sold without restriction pursuant to Rule 144 thereunder, or (c) the Company has received an opinion of counsel reasonably satisfactory to it that such transfer may lawfully be made without registration under the Securities Act. Each Holder represents to the Company as follows:

i. Accredited Investor. The Holder is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").

ii. Investment for Own Account. The Consideration Warrants and the shares of Common Stock to be issued upon conversion of the Note(s) and exercise of the Warrants and Consideration Warrants are being, and will be, acquired for his, her or its 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.

iii. Knowledge and Experience. The Holder has such knowledge and experience in financial and business matters that (s)he is capable of evaluating the merits and risks of an investment in the securities of the Company and of making an informed investment decision with respect thereto, has the ability and capacity to protect his/her interests and can bear the economic risk of the acceptance of the securities of the Company, including a total loss of his/her investment.

iv. Opportunity to Ask Questions. The Holder has had the opportunity to ask questions and receive answers from the Company or any authorized person acting on its behalf concerning the Company and its business and to obtain any additional information, to the extent possessed by the Company (or to the extent it could have been acquired by the Company without unreasonable effort or expense) necessary to verify the accuracy of the information received by the Holder. In connection therewith, the Holder acknowledges that (s)he has had the opportunity to discuss the Company's business, management and financial affairs with the Company's management or any authorized person acting on its behalf.

v. Receipt of Information. The Holder has received and reviewed all the information concerning the Company, the Note(s), the Warrants, the Consideration Warrants and the shares of Common Stock underlying such Note(s), Warrants and Consideration Warrants, both written and oral, that the Holder desires. Without limiting the generality of the foregoing, the Holder has been furnished with or has had the opportunity to acquire, and to review: all information, both written and oral, that the Holder desires with respect to the Company's business, management, financial affairs and prospects. In determining whether to make this investment, the Holder has relied solely on his/her own knowledge and understanding of the Company and its business based upon the Holder's own due diligence investigations and the Company's filings with the SEC.

d. Simultaneously with the execution of this Agreement, each Holder is delivering a duly completed and executed Irrevocable Consent to Amend and Irrevocable Notice to Convert, the form of which is attached hereto as Exhibit A, to the Company, which shall supersede the consent delivered in connection with the May Agreement, be irrevocable and which, (i) with respect to the Amendment, shall be effective immediately upon the receipt by the Company of consent to the Amendment by the Holders, and (ii) with respect to the Conversion, shall be effective concurrently with the consummation of the Qualified Offering, both as specified in Section 3.a. hereof and Exhibit A hereto.

e. It is understood and agreed that the Company is making available to all Holders the same opportunity to receive the consideration set forth in Section 5 hereof.

4. a. Notwithstanding anything to the contrary in the Original Agreement, the May Agreement or any Warrant, each of the Holders hereby irrevocably agrees and consents to the amendment of their Warrant(s), as set forth in Exhibit B hereto, and the Company hereby agrees and consents to such amendment. Such amendment shall be self-actuating and effective immediately upon receipt by the Company of consent to such amendment by the Holders (i.e., the amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and the Irrevocable Consent to Amend Warrants to Purchase Shares (the form of which is attached hereto as Exhibit B) from the Holders, without any further action by the Company or any Holder irrespective of whether the certificates evidencing the Warrants are delivered to the Company).

b. Simultaneously with the execution of this Agreement, each Holder is delivering to the Company a duly executed Irrevocable Consent to Amend Warrant to Purchase Shares, the form of which is attached hereto as Exhibit B, which shall supersede the consent delivered in connection with the May Agreement, be irrevocable and which shall be effective immediately upon the receipt by the Company of consent to such amendment by the Holders as specified herein and in Exhibit B hereto.

c. It is understood and agreed that the Company is making available to all Holders the same opportunity to receive the consideration set forth in Section 5 hereof.

5. As consideration for the Amendment and Conversion, the Company shall issue to each Holder a warrant to purchase a number of shares of Common Stock equal to one share for each two shares issuable upon conversion of the principal amount of and accrued and unpaid interest on the Note(s) amended and converted by such Holder. The terms and conditions of such new warrant shall be substantially the same as the terms and conditions of the Offered Warrants. Such new warrant, which is referred to as the "Consideration Warrant," will be issued by the Company and the certificate representing the Consideration Warrant will be delivered to the Holder within ten (10) business days of the date of Conversion.

5. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF CALIFORNIA; 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.

6. Any amendment effected in accordance with this Section 7 shall be binding upon each Investor, each future holder of Securities (as defined in the Original Agreement) and the Company.

7. A Holder may only assign this Agreement with the written consent of the Company. The Company may freely assign this Agreement without the consent of any other party. Any assignment of this Agreement in violation of this Section is null and void. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All rights, powers and remedies under this Agreement are cumulative and are not exclusive of any other rights, powers and remedies provided by law.

9. This Agreement (including Exhibits A and B hereto) contains a final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement between the parties hereto with respect to the subject matter thereof, superseding all prior oral or written understandings. There are no unwritten agreements between the parties hereto. In the event of a conflict between the terms of this Agreement, on the one hand, and the terms of the Notes, Warrants, Original Agreement and/or May Agreement, on the other hand, the terms of this Agreement shall prevail and control.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement will be binding upon the Company and the Holders and their respective successors, assigns, heirs and personal representatives.

[Signature page follows]

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

CNS Response, Inc.

By: _____
Name:
Title:

Holders of Subordinated Convertible Promissory Notes:	Aggregate Principal Amount:	Number of Shares Underlying Warrants (Before and After Adding the Consideration Warrant):

Exhibit A

CNS RESPONSE, INC.

Irrevocable Consent to Amend and Irrevocable Notice to Convert

Subordinated Convertible Promissory Note

issued pursuant to

Amended and Restated Note and Warrant Purchase Agreement, dated as of November 11, 2011, between the Company and the investors signatory thereto

CNS Response, Inc., a Delaware corporation (the "Company") issued to the undersigned holder (the "Holder") a convertible promissory note in the aggregate principal amount of _____ (the "Note"), pursuant to the agreement specified above.
In accordance with and pursuant to the Conversion Agreement (as defined below), the Holder hereby irrevocably (i) agrees and consents to the amendment of the Note as specified below and (ii) agrees to convert such amended Note (including accrued but unpaid interest thereon through the Conversion Date, as defined below) into shares of the Company's common stock, $0.001 par value (the "Common Stock") as further specified below, with (i) such amendment being self-actuating and effective immediately upon receipt by the Company of consent to the amendment by the Holders, i.e., such amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and this Irrevocable Consent to Amend and Irrevocable Consent to Convert from the Holders, without any further action by the Company or any Holder irrespective of whether the Note(s) to be amended are delivered to the Company and (ii) such conversion being self-actuating in connection with the consummation of a public offering in which the Company issues shares of its Common Stock and/or other securities at a per share price to be determined by the Company (the "Per Share Offering Price") and yielding gross proceeds to the Company of at least $3 million (the "Qualified Offering").

Upon the effective date of such conversion, the Holder shall be entitled to receive as the Conversion Amount shares of Common Stock at the Conversion Price in accordance with the terms of Section 6 of the Note, as amended as specified below.

1. Amendment of Note. The Note is amended as follows:

a. Section 1 ("Definitions") is amended by amending and restating the following provision:

"(o) 'Qualified Offering' means the issuance by the Company of shares of Common Stock and/or other securities in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price"), with such offering to yield gross proceeds to the Company of at least $3 million."

"(p) 'Conversion Agreement' means the agreement, executed as of June 12, 2012, between the Company and the Holders in connection with a proposed Qualified Offering."

2. The Holder hereby acknowledges and agrees that the Note has previously been amended as follows:

a. Section 6(a)(ii) was replaced in its entirety with the following:

"At the time specified in Section 6(c)(iii) hereof, the outstanding and unpaid Conversion Amount (as defined below) shall be automatically converted into fully paid and nonassessable shares of Common Stock in accordance with Section 6(c)(iii), at the Conversion Rate (as defined below). The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock equal to or in excess of one half of one share, the Company shall round such fraction of a share of Common Stock up to the nearest whole share. The Company shall pay any and all stock transfer, stamp, documentary and similar taxes (excluding any taxes on the income or gain of the Holder) that may be payable with respect to the issuance and delivery of shares of Common Stock to the Holder upon conversion of any Conversion Amount."

b. The definition of "Conversion Price" in Section 6(b) was replaced in its entirety with the following:

"'Conversion Price' means, as of any Conversion Date following the date of the Conversion Agreement, subject to adjustment following the date of the Conversion Agreement as provided herein; provided that, in the case of mandatory conversion described in Section 6(c)(iii) hereof, 'Conversion Price' shall mean the lesser of $3.00, subject to adjustment as provided herein, or the Per Share Offering Price."

c. Section 6(c)(iii) was replaced in its entirety with the following:

"(iii) *Mandatory Conversion*. Notwithstanding Sections 6(c)(i) and 6(c)(ii) hereof, the Conversion Amount shall be automatically converted into shares of Common Stock concurrently with the consummation of the Qualified Offering (the date on which such conversion occurs, the **'Conversion Date'**). On or before 4:00 p.m., New York Time, on the tenth (10^{th}) Business Day following such Conversion Date (the '**Share Delivery Date**'), the Company shall issue and deliver to the address as specified in the executed Irrevocable Consent to Amend and Irrevocable Notice to Convert, a form of which was attached to the Conversion Agreement, a certificate, registered in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder shall be entitled. If the Company complies with the terms of this Section 6(c)(iii), then, on the date on which it so complies, 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 Subordinated Secured Note is delivered for cancellation. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Subordinated Secured Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date."

2. Delivery of Conversion Amount (Qualified Offering).

Aggregate Principal Amount (plus accrued and unpaid interest) to be converted: _____

Title of Note: _____

Please issue the Common Stock into which the Note is being converted in the following name and to the following address:

Issue to:

_____

_____

_____

IN WITNESS WHEREOF, the undersigned has duly executed and delivered to the Company this Irrevocable Consent to Amend and Irrevocable Notice to Convert on the date written below.

CONVERTING NOTEHOLDER:

Name: _____

By: _____
Name:
Title:

Date: _____

Agreed and Accepted:

CNS RESPONSE, INC.

By: _____
Name:
Title:

Exhibit B

CNS RESPONSE, INC. (the "Company")

Irrevocable Consent to Amend Warrant to Purchase Shares
issued pursuant to

Amended and Restated Note and Warrant Purchase Agreement, dated as of November 11, 2011, between the Company and the investors signatory thereto

CNS Response, Inc., a Delaware corporation (the "Company") issued to the undersigned holder (the "Holder") a warrant to purchase _____ fully paid and nonassessable shares of common stock, par value $0.001 per share (the "Common Stock"), of the Company (the "Warrant"), pursuant to the agreement specified above.

In accordance with and pursuant to the Conversion Agreement executed as of June 12, 2012 by the Company and the Holders in connection with a proposed public offering of the Company's Common Stock and/or other securities and yielding gross proceeds to the Company of at least $3 million, the Holder hereby agrees and consents to amend the Warrant as specified below, with such amendment to be self-actuating and effective immediately upon receipt by the Company of consent to such amendment by the Holders (i.e., the amendment will be effective immediately following receipt by the Company of executed copies of the Conversion Agreement and this Irrevocable Consent to Amend Warrant to Purchase Shares from the Holders, without any further action by the Company or any Holder irrespective of whether the certificates evidencing the Warrants are delivered to the Company).

1. Amendment of Warrant. The Warrant shall be amended as follows:

   a. Section 7(d) is to be replaced in its entirety with the following:

   "(d) One-Time Ratchet. If and when the Company issues shares of its Common Stock and/or other securities in a public offering at a per share price to be determined by the Company (the "Per Share Offering Price") and yielding gross proceeds to the Company of at least $3 million (the "Qualified Offering"), the Exercise Price, to the extent it exceeds the Per Share Offering Price, shall be adjusted so that it shall equal such Per Share Offering Price and the number of shares issuable upon exercise of this Warrant shall be proportionately increased. Such adjustment shall only be made once, after which this Section 7(d) shall cease to be of further effect."

IN WITNESS WHEREOF, the undersigned has duly executed and delivered to the Company this Irrevocable Consent to Amend on the date written below.

WARRANTHOLDER:

Name: _____

By: _____
Name:
Title:

Date: _____

Agreed and Accepted:

CNS RESPONSE, INC.

By: _____
Name:
Title: