

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMI Holding Company, Inc.		01/18/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Capital Southwest Corporation
Street Address:	12900 Preston Road
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75230
Entity Type:	Administrative and Collateral Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75354515	CHASE CARDIOVASCULAR
Registration Number:	2361067	CHASE MEDICAL
Registration Number:	2208662	
Serial Number:	78162024	MANNEQUIN
Serial Number:	78162039	RESHAPING THE FUTURE
Registration Number:	2688019	SVR
Registration Number:	2855087	TRISVR

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-758-3554
 Email: iptldocket@velaw.com
 Correspondent Name: Phillina Lai
 Address Line 1: 1001 Fannin Street

CH \$190.00 75354515

Address Line 2: 2500 First City Tower
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	CAP425
NAME OF SUBMITTER:	Phillina Lai
Signature:	/phillinalai/
Date:	02/04/2008

Total Attachments: 6
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 18, 2008, is made by CMI Holding Company Inc., a Texas Corporation (the "Grantor"), in favor of **Capital Southwest Corporation** ("CSC"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to (i) that certain Amended and Restated Letter Agreement, dated as of July 2, 2007, among the Grantor and CSC (the "**CSC Agreement**"), and (ii) that certain Amended and Restated Letter Agreement, dated as of July 2, 2007, among the Grantor and First Capital Group of Texas III ("**First Capital**", and along with CSC, the "**Purchasing Lenders**") (the "**First Capital Agreement**", and along with the CSC Agreement, the "**Letter Agreements**"), the Purchasing Lenders agreed to purchase those certain secured convertible promissory notes of the Grantor as further described in the Letter Agreements;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement dated July 2, 2007 herewith in favor of the Administrative Agent (the "Security Agreement"), to guarantee its obligations under the Letter Agreements; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasing Lenders to enter into the Letter Agreements and to induce the Purchasing Lenders to make their respective extensions of credit to the Grantor thereunder and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges, assigns, transfers and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

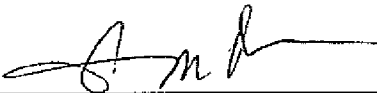
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CMI HOLDING COMPANY, INC.
as Grantor

By: 
Name: Albert M Dennis
Title: CEO

Accepted and Agreed
as of the date first above written:

CAPITAL SOUTHWEST CORPORATION
as Administrative Agent

By: William M. Ashbaugh
Name: William M. Ashbaugh
Title: Senior Vice President
Authorized Signatory

Acknowledgment of Grantor

State of TEXAS)

County of DALLAS)

On this 18th day of January, 2008, before me personally appeared ALBERT DAVIS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CMI HOLDING Co, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jackie D. LaFollette
Notary Public

Printed Name: JACKIE D. LAFOLLETTE

My Commission Expires: 4-29-2010

Notarial Seal



**Schedule I
to
Trademark Security Agreement**

Trademarks

Docket #	Serial #	Registration #	Description ®=Registered.
5838-07900	1997-75/354,515		CHASE CARDIOVASCULAR
5838-08000	1997-75/354,522	2007-2,361,067	CHASE MEDICAL®
5838-08300	1997-75/354,516	1998-2,208,662	HEART DESIGN
5838-08500	2002-78/162,024		MANNEQUIN
5838-08600	2002-78/162,039		RESHAPING THE FUTURE
5838-08900	2001-76/247,210	2003-2,688,019	SVR®
5838-09100	2002-78/162,088	2004-2,855,087	TRISVR®