

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMI Holding Company, Inc.		03/12/2010	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Capital Southwest Corporation
Street Address:	12900 Preston Road, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75230
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2855087	TRISVR
Registration Number:	2949691	RESHAPING THE FUTURE
Registration Number:	2949690	MANNEQUIN
Serial Number:	77794221	PHI
Serial Number:	77745321	MEMEX
Registration Number:	3033397	TR3IUMPH
Registration Number:	2688019	SVR
Registration Number:	2361067	CHASE MEDICAL

CORRESPONDENCE DATA

Fax Number: (214)756-8779
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-740-8779
 Email: mail@lockelord.com
 Correspondent Name: Robert E. Nail, Esq.
 Address Line 1: 2200 Ross Avenue, Suite 2200

CH \$215.00 2855087

900157150

**TRADEMARK
 REEL: 004167 FRAME: 0653**

Address Line 4: Dallas, TEXAS 75201-6776

ATTORNEY DOCKET NUMBER: 0041378.00055

NAME OF SUBMITTER: Robert E. Nail

Signature: /Robert E. Nail/

Date: 03/16/2010

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY COLLATERAL**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Agreement"), dated as of March 12, 2010 is made by CMI HOLDING COMPANY, INC., a Texas corporation (the "Debtor") in favor of CAPITAL SOUTHWEST CORPORATION, in its capacity as collateral agent and as pledgee, assignee, and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent") pursuant to the Note Purchase Agreements referenced and defined in that certain Security Agreement executed between the parties as of February 19, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Debtor is granting to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain collateral, including certain pending and/or registered Patents, Trademarks, and Copyrights identified in Schedule A attached hereto and incorporated herein by reference (collectively, "Intellectual Property Collateral");

NOW, THEREFORE, in consideration of these premises and as collateral security for the payment and performance in full of all the Secured Obligations under the Security Agreement, the Debtor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. The Debtor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Intellectual Property Collateral now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those pending and/or registered Patents, Trademarks, and Copyrights listed on Schedule A) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debtor's obligations under the Security Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the U.S. Copyright Office.

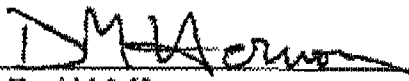
SECTION 4. Acknowledgment. The Debtor does hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CMI HOLDING COMPANY, INC.
A Texas corporation

By: 
Name: David M. Hernon
Title: COO

SCHEDULE A

<i>U.S. Patents / U.S. Patent Applications (by Title)</i>	<i>U.S. Patent No. / U.S. Patent Application Ser. No.</i>	<i>Registration Date / Filing Date</i>
System And Method For Facilitating Cardiac Intervention	7,646,901	January 12, 2010
System And Method For Facilitating Cardiac Intervention	7,536,042	May 19, 2009
System And Method For Facilitating Cardiac Intervention	7,526,112	April 28, 2009
Method And Device For Percutaneous Surgical Ventricular Repair	7,485,088	February 3, 2009
System And Method For Facilitating Cardiac Intervention	7,333,643	February 19, 2008
System And Method For Facilitating Cardiac Intervention	7,327,862	February 5, 2008
Ventricular Restoration Shaping Apparatus And Method Of Use	6,994,093	February 7, 2006
Kit And Method For Use During Ventricular Restoration	6,959,711	November 1, 2005
Sizing Apparatus And Method For Use During Ventricular Restoration	6,702,763	March 9, 2004
Kit And Method For Use During Ventricular Restoration	6,681,773	January 27, 2004
Devices And Methods For Mitral Valve Annulus Reformation	20060212114	February 15, 2006
Ventricular Restoration Shaping Apparatus And Method Of Use	20060137697	October 6, 2005
System And Method For Facilitating Cardiac Intervention	20040176678	March 15, 2004
System And Method For Facilitating Cardiac Intervention	20040049115	August 13, 2003
Ventricular Restoration Shaping Apparatus	20030050659	July 31, 2002
Method Of Using A Ventricular Restoration Shaping Apparatus	20030045896	March 6, 2003

<i>U.S. Trademarks</i>	<i>U.S. Reg. No. / U.S. Trademark Application Ser. No.</i>	<i>Registration Date / Filing Date</i>
TRISVR	2,855,087	June 15, 2004
RESHAPING THE FUTURE	2,949,691	May 10, 2005
MANNEQUIN	2,949,690	May 10, 2005
PHI & DESIGN	777794,221	July 31, 2009
MEMEX (stylized)	777745,321	May 27, 2009
TR3IUMPH	3,033,397	December 25, 2005
SVR	2,688,019	February 18, 2003
CHASE MEDICAL	2,361,067	June 27, 2000

<i>U.S. Copyright</i>	<i>U.S. Copyright Reg. No.</i>	<i>Registration Date</i>
Enhanced Ventricular Assessment And Analysis System	TX0006208763	July 29, 2005