

**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.		11/22/2010	CORPORATION: TEXAS
Phi Health, LP		11/22/2010	LIMITED PARTNERSHIP: DELAWARE
Chase Medical Of Delaware, Inc.		11/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Capital Southwest Corporation
Street Address:	12900 Preston Rd., 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
Registration Number:	3826216	MEMEX
Registration Number:	3033397	TR3IUMPH
Registration Number:	2688019	SVR
Registration Number:	2361067	CHASE MEDICAL
Registration Number:	3815691	PHI

**CORRESPONDENCE DATA**

Fax Number: (214)756-8779  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-740-8779

**900176400**

**TRADEMARK  
 REEL: 004421 FRAME: 0902**

**CH \$215.00 2855087**

Email: mail@lockelord.com  
Correspondent Name: Robert E. Nail, Esq.  
Address Line 1: 2200 Ross Avenue, Suite 2200  
Address Line 4: Dallas, TEXAS 75201-6776

ATTORNEY DOCKET NUMBER:	0041378.00055
NAME OF SUBMITTER:	Robert E. Nail
Signature:	/Robert E. Nail/
Date:	11/29/2010

Total Attachments: 3  
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source=Confirmatory Grant Of Security Interest to CSW 11-29-10#page3.tif

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

This CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Agreement"), dated as of November 22<sup>AND</sup> 2010 is made by CMI HOLDING COMPANY, INC., a Texas corporation ("Holding"), PHI HEALTH, LP, a Delaware limited partnership("Phi"), and CHASE MEDICAL OF DELAWARE, INC., a Delaware corporation ("Chase Medical" and together with Holding and Phi collectively, the "Debtor") in favor of CAPITAL SOUTHWEST CORPORATION, in its capacity as pledgee, assignee, and secured party (in such capacities and together with any successors in such capacities, the "Secured Party") pursuant to the Secured Promissory Note referenced and defined in that certain Security Agreement executed between the parties as of November 22, 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 Secured Party, for the benefit of the Secured Party, 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 Secured Party, for the benefit of the Secured Party, 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 Secured Party, and hereby grants to the Secured Party, for the benefit of the Secured Party, a security interest in the Intellectual Property Collateral now owned or at any time hereafter acquired by the Debtor 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 Secured Party 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.

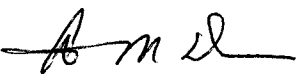
SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

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.

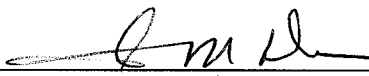
DEBTOR:

CMI HOLDING COMPANY, INC.

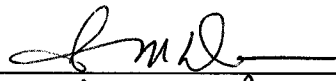
By:   
Name: Albert M. Davis  
Title: CEO

PHI HEALTH, LP,  
a Delaware limited partnership

By: CMI Holding Company, Inc.  
its general partner


By:   
Name: Albert M. Davis  
Title: CEO

CHASE MEDICAL OF DELAWARE, INC.  
a Delaware corporation

By:   
Name: Albert M. Davis  
Title: President

SECURED PARTY:

Capital Southwest Corporation

By:   
Name: William M. Asubough  
Title: Senior Vice President

**SCHEDULE A**

<b><i>U.S. Patents (by Title)</i></b>	<b><i>U.S. Patent No.</i></b>	<b><i>Registration Date</i></b>
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
System And Method For Facilitating Cardiac Intervention	7,773,785	August 10, 2010

<b><i>U.S. Trademarks</i></b>	<b><i>U.S. Trademark Reg. No.</i></b>	<b><i>Registration Date</i></b>
TRISVR	2,855,087	June 15, 2004
RESHAPING THE FUTURE	2,949,691	May 10, 2005
MANNEQUIN	2,949,690	May 10, 2005
MEMEX (stylized)	3,826,216	July 27, 2010
TR3IUMPH	3,033,397	December 25, 2005
SVR	2,688,019	February 18, 2003
CHASE MEDICAL	2,361,067	June 27, 2000
PHI & DESIGN	3,815,691	July 6, 2010

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