

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SurgiVision, Inc.		11/05/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Landmark Community Bank		
<b>Street Address:</b>	1015 West Poplar Avenue		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38017		
<b>Entity Type:</b>	Corporation For-Profit: TENNESSEE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2847137	SURGI-VISION	
Registration Number:	3811600	SURGIVISION	
Registration Number:	3825828	CLEARPOINT	
Registration Number:	3829065	SMARTFRAME	
Registration Number:	3868139		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)854-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(919)854-1400		
<b>Email:</b>	rbrinson@myersbigel.com		
<b>Correspondent Name:</b>	F. Michael Sajovec		
<b>Address Line 1:</b>	4140 Parklake Avenue		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612		
<b>ATTORNEY DOCKET NUMBER:</b>	9450-51		

**CH \$140.00 2847137**

**900180240**

**TRADEMARK  
 REEL: 004445 FRAME: 0528**

NAME OF SUBMITTER:	F. Michael Sajovec
Signature:	/F. Michael Sajovec/
Date:	01/03/2011
<b>Total Attachments: 4</b> source=9450-Grant of Trademark Security Interest - Rights Offering#page1.tif source=9450-Grant of Trademark Security Interest - Rights Offering#page2.tif source=9450-Grant of Trademark Security Interest - Rights Offering#page3.tif source=9450-Grant of Trademark Security Interest - Rights Offering#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, SurgiVision, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

**WHEREAS**, Grantor has issued certain Junior Secured Promissory Notes due 2020 (said promissory notes as they may hereafter be amended, supplemented, restated or otherwise modified from time to time, the "**Notes**");

**WHEREAS**, pursuant to the terms of that certain Junior Security Agreement dated as of November 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Landmark Community Bank, as collateral agent for the ratable benefit of the holders of the Notes ("**Secured Party**"), Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral; and

**WHEREAS**, Grantor, Secured Party and Boston Scientific Corporation are parties to that certain Subordination Agreement dated as of November 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Subordination Agreement**");

**NOW, THEREFORE**, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby acknowledges and affirms that, subject to the terms and conditions of the Security Agreement and the Subordination Agreement, Grantor has granted to Secured Party a security interest in Grantor's rights, title and interests in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) the trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), the registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and the goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, payments under insurance (whether

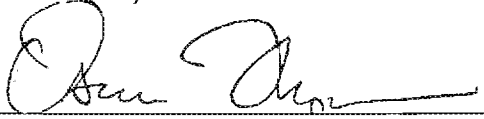
or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

Notwithstanding any term or provision herein to the contrary: (a) the Trademark Collateral shall not include any trademark application filed in the U.S. Patent and Trademark Office on the basis of Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the U.S. Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application; and (b) the rights and remedies of Secured Party with respect to its security interest in the Trademark Collateral (i) are as set forth in the Security Agreement, and (ii) are subject to Subordination Agreement, the terms and provisions of both of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any term or provision herein and any term or provision set forth in the Security Agreement, the terms and provisions of the Security Agreement shall control and govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 5<sup>th</sup> day of November, 2010.

SURGIVISION, INC.

By:   
Name: Oscar L. Thomas  
Title: Vice President, Business Affairs

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
SurgiVision, Inc.	SURGI-VISION	2,847,137	June 1, 2004
SurgiVision, Inc.	SurgiVision (design)	3,811,600	June 29, 2010
SurgiVision, Inc.	ClearPoint	3,825,828	July 27, 2010
SurgiVision, Inc.	SmartFrame	3,829,065	August 3, 2010
SurgiVision, Inc.	[Dot Logo]	3,868,139	October 26, 2010