

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MRI Interventions, Inc.		03/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Landmark Community Bank		
Street Address:	1015 West Poplar Avenue		
City:	Collierville		
State/Country:	TENNESSEE		
Postal Code:	38017		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3825828	CLEARPOINT	
Registration Number:	3868139		
Registration Number:	4225963	CLEARTRACE	
Registration Number:	3829065	SMARTFRAME	
Registration Number:	3944906	SMARTGRID	
Registration Number:	4226162	SMARTFLOW	
Registration Number:	4239410	MRI INTERVENTIONS	
Registration Number:	4358485	MRI INTERVENTIONS	
CORRESPONDENCE DATA			
Fax Number:	9198541401		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198541400		
Email:	mdowning@myersbigel.com		
Correspondent Name:	MYERS BIGEL SIBLEY & SAJOVEC		
Address Line 1:	4140 Parklake Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	9450-1		
NAME OF SUBMITTER:	Meredith Downing		

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SIGNATURE:	/mld/
DATE SIGNED:	03/26/2014
Total Attachments: 4 source=Security_Investment_Trademarks#page1.tif source=Security_Investment_Trademarks#page2.tif source=Security_Investment_Trademarks#page3.tif source=Security_Investment_Trademarks#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, MRI Interventions, 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 12% Second-Priority Secured Non-Convertible Promissory Notes Due 2019 (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 Security Agreement dated as of March 25, 2014 (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 Brainlab AG are parties to that certain Subordination Agreement dated as of March 25, 2014 (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, trade names, 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

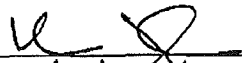
or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

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.

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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 25th day of March, 2014.

MRI INTERVENTIONS, INC.

By: 
Name: K. VERBINS
Title: CEO

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

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
MRI Interventions, Inc.	ClearPoint	3,825,828	July 27, 2010
MRI Interventions, Inc.	[Dot Logo]	3,868,139	October 26, 2010
MRI Interventions, Inc.	CLEARTRACE	4,225,963	October 16, 2012
MRI Interventions, Inc.	SmartFrame	3,829,065	August 3, 2010
MRI Interventions, Inc.	SMARTGRID	3,944,906	April 12, 2011
MRI Interventions, Inc.	SMARTFLOW	4,226,162	October 16, 2012
MRI Interventions, Inc.	MRI INTERVENTIONS	4,239,410	November 6, 2012
MRI Interventions, Inc.	MRI INTERVENTIONS	4,358,485	June 25, 2013