UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934.

Date of Report: **March 6, 2013**
(Date of earliest event reported)

MRI INTERVENTIONS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**000-54575**	**58-2394628**
(State or other jurisdiction of incorporation or organization)	(Commission File **Number)**	(I.R.S. Employer **Identification No.)**
One Commerce Square, Suite 2550 Memphis, Tennessee (Address of principal executive offices)		**38103** (Zip Code)

(901) 522-9300
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

MRI Interventions, Inc. (the "Company") entered into a Co-Development and Distribution Agreement with Brainlab AG ("Brainlab"), effective as of April 5, 2011, as amended by that certain First Amendment dated as of July 18, 2011 (as amended, the "Distribution Agreement"), pursuant to which the Company granted Brainlab certain distribution rights with respect to the Company's ClearPoint system products. Concurrent with the execution of the Distribution Agreement, the Company issued a 10% subordinated secured convertible note to Brainlab, dated as of April 5, 2011 (the "April 2011 Note"), which evidenced a $2,000,000 loan made by Brainlab to the Company at that time.

Under its original terms, the April 2011 Note was convertible into shares of the Company's preferred stock in the event the Company closed a "qualified financing," which was defined as an equity financing in which the Company issued shares of its preferred stock and received at least $10.0 million in net proceeds. In addition, though, the April 2011 Note was amended in February 2012 to provide Brainlab the right to elect to convert the note into shares of the Company's common stock at a conversion price of $0.60 per share at any time on or before February 23, 2013, regardless of whether a qualified financing occurred.

On February 21, 2013, in accordance with the terms of the April 2011 Note, Brainlab delivered notice to the Company of its election to convert the April 2011 Note into shares of the Company's common stock at the conversion price of $0.60 per share. However, prior to the issuance of those conversion shares, on March 6, 2013, the Company and Brainlab reached an agreement to modify the terms of the note. As a result, Brainlab revoked its election to convert the April 2011 Note into shares of the Company's common stock, and the Company did not issue Brainlab any conversion shares. On March 6, 2013, the Company issued an Amended and Restated Subordinated Secured Note to Brainlab (the "Amended and Restated Note") which amends the April 2011 Note (i) to remove the equity conversion feature, such that the Amended and Restated Note is not convertible into any shares of the Company's capital stock, (ii) to reduce the interest rate, beginning March 6, 2013, from 10% per year to 5.5% per year, (iii) to permit prepayment and the incurrence of certain additional debt, and (iv) to reflect a new note principal balance of $4,289,444, which represents the sum of the original principal balance of the April 2011 Note in the amount of $2,000,000, plus interest accrued under the April 2011 Note through March 6, 2013 in the amount of $389,444, plus $1,900,000. The Amended and Restated Note completely replaces and supersedes the April 2011 Note. The maturity date of the Amended and Restated Note is April 5, 2016, and principal and accrued interest under the Amended and Restated Note are payable in a single installment upon maturity.

In addition to the Amended and Restated Note, on March 6, 2013 the Company and Brainlab also entered into an amendment to the Distribution Agreement (the "Second Amendment"). The Second Amendment deletes from the Distribution Agreement provisions that pertain to the equity conversion feature of Brainlab's note.

The foregoing description of the terms and conditions of the Amended and Restated Note and the Second Amendment is only a summary and is qualified in its entirety by the full text of the Amended and Restated Note and the Second Amendment, the forms of which are filed as Exhibits 4.1 and 10.1, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

See Exhibit Index immediately following signature page.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MRI INTERVENTIONS, INC.

By: /s/ Oscar L. Thomas
Oscar L. Thomas
Vice President, Business Affairs

Date: March 7, 2013

EXHIBIT INDEX

Exhibit No.	Description
4.1	Amended and Restated Subordinated Secured Note Due 2016 issued to Brainlab AG
10.1	Second Amendment to Co-Development and Distribution Agreement between the Company and Brainlab AG

Exhibit 4.1

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS REGISTERED UNDER THE SECURITIES ACT, OR IN A TRANSACTION WHICH IS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ADDITIONALLY, THE TRANSFER OF THIS NOTE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THIS NOTE, AND MAKER HEREOF RESERVES THE RIGHT TO REFUSE THE TRANSFER OF THIS NOTE UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO SUCH TRANSFER.

MRI INTERVENTIONS, INC.

AMENDED AND RESTATED SUBORDINATED SECURED NOTE DUE 2016

Original Issue Date: April 5, 2011 — Original Principal Amount: U.S. $2,000,000
Amended and Restated Date: March 6, 2013 — Amended and Restated Principal Amount: $4,289,444.44

MRI INTERVENTIONS, INC., a Delaware corporation (the "**Company**"), for value received, hereby promises to pay to **BRAINLAB AG.**, a corporation organized under the laws of the Federal Republic of Germany ("**Brainlab**"), the principal amount of U.S. $4,289,444.44 plus accrued but unpaid interest on April 5, 2016 (the "**Maturity Date**"). This Note is subject to the following terms and conditions:

Brainlab and the Company are parties to that certain 10% Subordinated Secured Convertible Note Due 2016 (the "**Original Note**") pursuant to which, on the Original Issue Date, Brainlab loaned to the Company the Original Principal Amount. Subsequent to the Original Issue Date, the Original Note was amended by that certain First Amendment made effective as of September 30, 2011 (the "**First Note Amendment**") and that certain Second Amendment made effective as of February 23, 2012 (the "**Second Note Amendment**"). The Original Note, as amended by the First Note Amendment and the Second Note Amendment, is referred to herein as the "**Amended Original Note**". Brainlab and the Company now desire to further amend and to restate, in its entirety, the Amended Original Note as provided herein, such that this Note shall replace and supersede, in all respects, the Amended Original Note.

1. **DEFINITIONS**. In addition to those terms defined throughout this Note, the following terms shall have the meaning set forth below.

"**Amended and Restated Date**" means the date on which this Note was issued as set forth on the face of this Note.

"**Amended and Restated Principal Amount**" means the original principal amount of this Note on the Amended and Restated Date as set forth on the face of this Note, which principal amount is the sum of (i) the Original Principal Amount, plus (ii) all accrued but unpaid interest under the Amended Original Note from the Original Issue Date through the Amended and Restated Date, plus (iii) One Million Nine Hundred Thousand and No/100 Dollars ($1,900,000.00)

"**Bankruptcy Law**" means Title 11, U.S. Code or any similar federal, state or foreign law for the relief of debtors.

"**Brainlab**" means Brainlab AG., a corporation organized under the laws of the Federal Republic of Germany or its successors or assigns.

"**Business Day**" means each day of the year on which banking institutions are not required or authorized to close in Germany or New York.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, limited liability company interests, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Collateral Agent" means Landmark Community Bank, in its capacity as collateral agent for the ratable benefit of the Junior Lender.

"**Company**" means MRI Interventions, Inc., a Delaware corporation.

"**Default**" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"**Indebtedness**" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all obligations of such Person as lessee which are capitalized in accordance with United States generally accepted accounting principles, (v) all reimbursement obligations of such Person (whether contingent or otherwise) in respect of letters of credit, banker's acceptances, surety or other bonds and similar instruments, (vi) all Indebtedness of others secured by a lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person, and (vii) all Indebtedness of others guaranteed by such Person or for which such Person is otherwise liable.

"**Junior Debt**" means any obligations of the Company under the Junior Debt Documents, including, without limitation, obligations with respect to the payment of principal, interest (including without limitation interest accruing at the then applicable rate provided in the Junior Notes after the commencement of any Action by, against or relating to the Company, whether or not a claim for such interest is allowed in such Action), fees, costs and expenses before or after the commencement of any Action, in each instance, without regard to whether or not an allowed claim in any such Action.

"Junior Debt Documents" means the Junior Notes, the Junior Security Agreement, and any and all other documents or instruments evidencing or further guarantying or securing, directly or indirectly, any of the Junior Debt, whether now existing or hereafter amended or created.

"Junior Lender" means, collectively, the holders of the Junior Notes.

"Junior Notes" means those certain Junior Secured Promissory Notes due 2020 issued by the Company, and any amendments thereto or extensions thereof.

"Junior Security Agreement" means that certain Junior Security Agreement dated November 5, 2010, by and between the Company and the Collateral Agent, and any amendments thereto.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, encumbrance, lien or other security interest or security agreement of any kind or nature whatsoever.

"**Master Security Agreement**" means that certain Master Security Agreement dated as of April 5, 2011, by and between the Company and Brainlab.

"**Maturity Date**" means April 5, 2016.

"**Note**" means this Amended and Restated Subordinated Secured Note Due 2016 issued by the Company.

"**Original Issue Date**" Note means the date on which Original Note was issued as set forth on the face of this Note.

"**Original Principal Amount**" means the principal amount of the Original Note as set forth on the face of this Note.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

"**Replacement Debt**" means new Indebtedness, the original principal amount of which does not exceed $5,000,000, incurred by the Company for the purpose of refinancing and satisfying all or a portion of the Senior Debt, so long as the terms of such new Indebtedness shall not (i) provide for any payments by the Company prior to repayment of the obligations under this Note, other than scheduled payments of interest and/or principal amortized in such a manner so as to provide for repayment in full of such new Indebtedness subsequent to the Maturity Date, or (ii) prohibit or restrict the Company from timely satisfying its obligations under this Note. For the avoidance of doubt, the term "Replacement Debt" shall not include any restatement of the Senior Debt issued to the Senior Lender or an assignee of the Senior Lender.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Securities Exchange Commission promulgated thereunder.

"**Senior Debt**" means any obligations of the Company under the Senior Debt Documents, including, without limitation, obligations with respect to the payment of principal, interest (including without limitation interest accruing at the then applicable rate provided in the Senior Notes after the commencement of any Action by, against or relating to the Company, whether or not a claim for such interest is allowed in such Action), fees, costs and expenses before or after the commencement of any Action, in each instance, without regard to whether or not an allowed claim in any such Action.

"Senior Debt Documents" means the Senior Notes, the Loan Agreement dated as of October 16, 2009 between the Company and Boston Scientific Corporation, the Patent Security Agreement dated October 16, 2009 between the Company and Boston Scientific Corporation, and any and all other documents or instruments evidencing or further guarantying or securing, directly or indirectly, any of the Senior Debt, whether now existing or hereafter amended or created.

"Senior Lender" means the holder of the Senior Debt.

"Senior Notes" means those certain Amended and Restated Secured Convertible Promissory Notes issued by the Company to Boston Scientific Corporation dated as of October 16, 2009, November 17, 2009 and December 18, 2009, respectively, and restated as of February 2, 2012, in the aggregate original principal amount of $4,338,601.24 or restatements thereof.

"**Subordination Agreement**" means the subordination agreement dated as of February 23, 2012, among the Senior Lender, Brainlab and the Company.

"**Subsidiary**" of any specified Person means any corporation, partnership, joint venture, limited liability company, association, trust or other business entity, whether now existing or hereafter organized or acquired, (i) in the case of a corporation, of which more than 50% of the total voting power of the Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, officers or trustees thereof is held by such specified Person or any of its Subsidiaries or (ii) in the case of a partnership, joint venture, limited liability company, association, trust or other business entity, with respect to which such specified Person or any of its Subsidiaries has the power to direct or cause the direction of the management and policies of such entity by contract or otherwise.

"**Tax** or **Taxes**" means any present or future tax, duty, levy, impost, assessment or other government charge (including penalties and interest related thereto) imposed or levied by or on behalf of any Taxing Authority.

"**Taxing Authority**" means any government or political subdivision or territory or possession of any government or agency therein or thereof having the power to tax.

"**Term**" means the period of time from the Amended and Restated Date until all amounts owing by the Company under this Note have been paid in full in cash.

2. **INTEREST; PRINCIPAL**

(a) Accrual and Payment of Interest. The Original Principal Amount under the Original Amended Note accrued interest at a rate per annum equal to ten percent (10%) from the Original Issue Date to but excluding the Amended and Restated Date, which accrued interest is included in the Amended and Restated Principal Amount. The outstanding principal amount of this Note shall accrue interest at a rate per annum equal to five and one half percent (5.5%) from the Amended and Restated Date to but excluding the Maturity Date. All accrued but unpaid interest shall be due and payable on the Maturity Date. Interest shall be computed on the basis of a year consisting of 360 days and charged for the actual number of days during the period for which interest in being charged.

(b) Defaulted Interest. If the Company defaults in a payment of principal or interest on this Note, it shall pay interest on overdue principal and on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the rate per annum equal to fifteen percent (15%), to the extent lawful, until such time as the Company has paid such overdue principal and interest.

(c) Principal. All principal and all accrued, but unpaid interest shall be immediately due and payable by the Company to Brainlab on the Maturity Date.

(d) Prepayment. Amounts owing under this Note may be pre-paid, in whole or in part, by the Company prior to the Maturity Date, without penalty or premium.

3. **METHOD OF PAYMENT**

All principal and interest owing by the Company to Brainlab under this Note shall be paid in United States Dollars. The Company shall pay all principal and interest owing under this Note by wire transfer of immediately available funds, in accordance with the wiring instructions provided from time to time by Brainlab to the Company in writing, provided that if any applicable law (as determined by the Company) requires the deduction of withholding of any Tax from any such payment, then the Company shall make such deduction and timely pay the full amount deducted to the relevant governmental authority in accordance with applicable law and remit the balance of the payment to Brainlab.

4. **SECURITY**

The Company has granted to Brainlab a continuing second priority security interest in and Lien on, second only to the Liens of Senior Lender under the Senior Debt Documents, all of the properties, assets, and rights of the Company, wherever located and whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all such properties, assets, rights, proceeds and products hereinafter sometimes called, collectively, the "**Collateral**"). This security interest and Lien is evidenced by the Master Security Agreement, the terms of which are incorporated herein by reference. Upon the request of Brainlab, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out and perfect the security interest granted hereby.

5. **SUBORDINATION**

(a) Subordination of this Note. Notwithstanding any provision herein to the contrary, Brainlab hereby agrees that the obligations of the Company to Brainlab hereunder shall be subordinated in all respects, including in right of payment, to the Senior Debt and that Brainlab shall not be entitled to receive any payment from the Company hereunder until the Senior Debt has been discharged in full. The holder of this Note, whether upon original issue or upon transfer or assignment hereof, by such holder's acceptance hereof, agrees that this Note shall be subject to the provisions of the Subordination Agreement. The subordination of this Note, the obligations evidenced hereby and the Master Security Agreement are further evidenced by, and are subject to the terms of, the Subordination Agreement.

(b) Subordination of Other Indebtedness. The Company and the Collateral Agent, on behalf of the Junior Lender, agree that, until such time as all amounts owing by the Company under this Note have been indefeasibly paid in full in cash (i) the Junior Debt is subordinate in priority and subject in right and priority of payment to the prior performance of any and all obligations of the Company to Brainlab or its successor or assignee, pursuant to this Note, including, but not limited to, any interest accruing thereon after the commencement of an insolvency Action, without regard to whether or not such interest is an allowed claim and (ii) any Liens the Collateral Agent has or may acquire, on behalf of and for the ratable benefit of the Junior Lender, against any assets or property of the Company to secure any obligations of the Company to the Junior Lender shall be subordinate and inferior to the Liens of Brainlab under this Note and the related Master Security Agreement. The priorities set forth in this section are applicable irrespective of the order or time of attachment, or the order, time or manner of perfection, or the order or time of filing or recordation of any document or instrument, or other method of perfecting the Lien, and notwithstanding any conflicting terms or conditions which may be contained in the Master Security Agreement in favor of Brainlab or any other documents.

(c) Ranking of Replacement Debt. To the extent the Company incurs Replacement Debt, Brainlab agrees that (i) such Replacement Debt shall rank *pari passu* in right and priority of payment to the obligations of the Company to Brainlab or its successor or assignee, pursuant to this Note, including, but not limited to, any interest accruing thereon after the commencement of an insolvency Action, without regard to whether or not such interest is an allowed claim and (ii) any Liens the lender of the Replacement Debt may acquire against any assets or property of the Company to secure any obligations of the Company to such lender shall rank *pari passu* to the Liens of Brainlab under this Note and the related Master Security Agreement. The priorities set forth in this section will be applicable irrespective of the order or time of attachment, or the order, time or manner of perfection, or the order or time of filing or recordation of any document or instrument, or other method of perfecting the Lien, and notwithstanding any conflicting terms or conditions which may be contained in the Master Security Agreement in favor of Brainlab or any other documents. Brainlab agrees to take such further action and to execute and deliver such additional documents and instruments (in recordable form, if requested) as the Company or the lender of the Replacement Debt may reasonably request to effectuate the terms of and the Lien priorities contemplated by this section.

6. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY** The Company hereby represents and warrants to Brainlab as of the Amended and Restated Date as follows, each of which shall survive for the Term of this Note:

(a) Organization and Qualification. The Company is a corporation duly incorporated and validly existing under the laws of the State of Delaware. The Company has all requisite power and authority to carry on its business as currently conducted, other than such failures that, individually or in the aggregate, would not have a material adverse effect on the Company's business, properties or financial condition taken as a whole (a "**Material Adverse Effect**"). The Company is duly qualified to transact business in each jurisdiction in which the failure to be so qualified would reasonably be expected to have a Material Adverse Effect.

(b) Subsidiaries. The Company has no Subsidiaries. The Company is not a participant in any joint venture, partnership, or similar arrangement.

(c) Authorization. All action for or on the part of the Company, its officers and directors necessary, including without limitation, all action required by the Company's stockholders, for the authorization, execution and delivery of this Note and the performance of all obligations of the Company hereunder shall have been taken, and this Note will constitute a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

(d) Required Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Person, including, without limitation any, federal, state or local governmental authority on the part of the Company is required in connection with the issuance of this Note, except for the following: (i) the filing of such notices as may be required under the Securities Act; (ii) the filing of such notices as may be required under any applicable state securities laws, which, in the case of each of (i) and (ii), shall be filed by the Company (with the cooperation of Brainlab); (iii) the compliance with any other applicable state and/or federal securities laws, which compliance the Company (with the cooperation of Brainlab) will arrange within the appropriate time periods therefore; and (iv) the consent of the Senior Lender, which consent the Company has obtained.

(e) Litigation. Other than as set forth on Schedule 7(e), there is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation ("**Action**") pending (i) by, or to the best of the Company's knowledge, against (A) the Company or (B) to the best of the Company's knowledge, any officer or director of the Company arising out of such officer's or director's employment or service to the Company; or (ii) that questions the validity of, or may materially and adversely impact Brainlab's rights under, this Note. Other than as set forth on Schedule 7(e), neither the Company, nor, to the best of the Company's knowledge, any officer or director of the Company, is a party to or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any governmental authority (collectively, an "**Order**") (in the case of officers or directors, such as would affect the Company). Other than as set forth on Schedule 7(e), to the best of the Company's knowledge, (i) the Company has not received written notice of a threatened Action or Order against the Company, and (ii) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement or imposition of any such Action or Order. For purposes of this Note, "**Company's knowledge**" shall mean the actual knowledge, following due inquiry, of each of Kimble Jenkins, the Company's Chief Executive Officer, David Carlson, the Company's Chief Financial Officer, and Oscar Thomas, the Company's Vice President, Business Affairs.

(f) Intellectual Property.

(i) For purposes of this Note, "**Company Intellectual Property**" shall mean all patents, patent rights, patent applications, trademarks and service marks, trademark rights, trademark applications, service mark rights, service mark applications, trade names, registered copyrights, copyright rights, domain names and proprietary rights and trade secrets, technology and know-how, owned or used by the Company, that the Company reasonably believes to be necessary to or used in connection with the business of the Company as presently conducted or as proposed to be conducted, in each case together with any amendments, modifications and supplements thereto.

(ii) The Company owns or possesses sufficient legal rights to all Company Intellectual Property for the conduct of its business as presently conducted or as presently proposed to be conducted without, to the best of the Company's knowledge, conflict with, or infringement of, the rights of others. To the best of the Company's knowledge, no service marketed or sold, or presently proposed to be marketed or sold, by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any Person. Other than as set forth on Schedule 7(f)(ii) hereto, and other than with respect to commercially available software products under standard end-user object code license agreements, as of the Amended and Restated Date there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. Except as set forth on Schedule 7(f)(ii) hereto, the Company has not received any communications alleging that the Company has violated or, by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with its business. To the best of the Company's knowledge, except as set forth in Schedule 7(f)(ii) hereto, the Company does not use any inventions of any of the officers, employees or consultants of the Company (or Persons the Company currently intends to hire) made prior to their employment with or engagement by the Company. Except as set forth in Schedule 7(f)(ii) hereto, each officer, employee and consultant of the Company has assigned to the Company all intellectual property rights he or she creates in the performance of services for the Company that are related to the business of the Company as now conducted and as presently proposed to be conducted by execution of a binding agreement with the Company.

(g) No Violation of Law. Other than as set forth in Schedule 7(g), (i) the Company is not in violation, in any material respect, of any applicable local, state or federal law, ordinance, regulation, order, injunction or decree, or any other requirement of any governmental body, agency or authority or court binding on it, or relating to its property or business or its advertising, sales or pricing practices (including, without limitation, any state or federal banking laws and regulations, antitrust laws and regulations, or consumer protection laws or regulations), and (ii) the Company has not, in any event, received any written notice of the existence of any of the foregoing.

(h) Compliance with Other Instruments. The Company is not in violation or default of any provision of its Certificate of Incorporation or Bylaws. The Company is not in violation or default of any provision of any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation to which it is a party or by which it or any of its properties or assets are bound which would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. The execution, delivery and performance of and compliance with this Note will not result in any such violation, be in conflict with or constitute, with or without the passage of time or giving of notice, a default under any such provision, require any consent or waiver under any such provision (other than any consents or waivers that have been obtained), or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company pursuant to any such provision.

(i) Permits. The Company has all permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which would reasonably be expected to have a Material Adverse Effect. The Company is not in default in any material respect under any of such permits, licenses, or other similar authority.

(j) Environmental and Safety Laws. The operations of the Company have been and are in compliance in all respects with all Environmental Laws (defined below) applicable to the Company and with all licenses required by Environmental Laws applicable to the Company, except, in each case, such non-compliance as would not have a Material Adverse Effect. For purposes of this Note, the term "**Environmental Laws**" shall mean all present federal, state and local laws, statutes, ordinances, regulations, codes, published policies, rules, directives, orders, decrees, permits, licenses, approvals, authorizations, published guidelines, covenants, deed restrictions, treaties, conventions, and rules of common law in effect, and in each case as amended, and any judicial or administrative judgment, opinion or interpretation thereof, relating to the regulation or protection of human health, safety, natural resources or the environment, including, without limitation, laws and regulations (and all other items recited above) relating to the use, treatment, storage, management, handling, manufacture, generation, processing, recycling, distribution, transport, release or threatened release of or exposure to any hazardous material.

(k) Title to Property and Assets. The Company has good and marketable title to all of the material properties and assets owned by it, free and clear of any and all mortgages, liens, encroachments, easements, restrictions, claims, equities, options, charges, rights of first refusal, encumbrances, defects of title or other conflicting ownership or security interests whatsoever (collectively, "**Encumbrances**"), except (i) Liens for current taxes and assessments not yet due, (ii) Liens under the Senior Debt Documents, (iii) Liens under the Junior Debt Documents, (iv) Liens in favor of Brainlab as contemplated hereunder, and (v) possible minor Encumbrances which do not, in any case, materially detract from the value of the property subject thereto or materially impair the operations of the Company (collectively, "**Permitted Encumbrances**"). With respect to any material property and assets it leases, the Company is in material compliance with such leases and, to the best of its knowledge, holds a valid leasehold interest free of any and all Encumbrances, except for Permitted Encumbrances. The Company's material properties and assets are in good condition and repair, in all material respects, for the purposes for which they are currently used, ordinary wear and tear excepted.

(l) SEC Filings; Financial Statements. The Company has timely filed all reports required to be filed by the Company with the Securities and Exchange Commission ("**SEC**") pursuant to the Securities Exchange Act of 1934 ("**Exchange Act**") since the Company became a reporting company under the Exchange Act (collectively, the "**SEC Filings**"). Such SEC Filings, as of their respective dates, complied in all material respects with the applicable requirements of the Exchange Act, and none of such SEC Filings contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements (including the related notes) of the Company included in the SEC Filings have been prepared in accordance with GAAP consistently applied throughout the periods indicated (except as otherwise noted therein or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and fairly present (subject, in the case of unaudited statements, to normal, recurring year-end adjustments and any other adjustments described therein) the financial position of the Company as at the dates thereof and the results of operations and cash flows of the Company for the periods then ended.

(m) Agreements; Actions.

(i) Except for (A) agreements set forth on Schedule 7(m)(i) hereto, (B) agreements, plans or arrangements disclosed in or filed as exhibits to the SEC Filings or (C) standard stock option awards, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, affiliates, or any affiliate thereof.

(ii) Except as set forth on Schedule 7(m)(ii), there are no agreements, understandings, instruments, contracts, judgments, orders, writs or decrees to which the Company is a party or by which it is bound that involve (i) provisions restricting the development, manufacture or distribution of the Company's products or services or (ii) the payment of indemnification by the Company with respect to infringement of proprietary rights.

(iii) Since January 1, 2013, the Company has not (i) incurred indebtedness for money borrowed, or (ii) sold, exchanged or otherwise disposed of any of its assets or rights having an aggregate value of more than $50,000, other than the sale of its inventory and license agreements in the ordinary course of business.

(n) Changes. Other than as set forth on Schedule 7(n), since January 1, 2013, there has not been:

(i) any adverse change in the assets, liabilities, financial condition or operating results of the Company, from that reflected in the most recent financial statements included in the SEC Filings, except for changes arising in the ordinary course of business that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;

(ii) any damage, destruction or loss of any asset or property of the Company having an aggregate value in excess of $50,000, whether or not covered by insurance;

(iii) any waiver by the Company of a valuable right or of a debt owed to it in excess of $50,000;

(iv) any satisfaction or discharge of any Encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Material Adverse Effect;

(v) any material change or amendment to any contract or agreement that could reasonably be expected to be material to the Company either in terms of revenue generated thereby or the liabilities incurred by the Company thereunder;

(vi) any material change in any compensation arrangement or agreement with any key employee;

(vii) any sale, assignment or transfer of any patents, trademarks, copyrights, trade secrets or other intangible assets;

(viii) any resignation or termination of employment of any key employee or officer of the Company (and to the best of Company's knowledge, there is no impending resignation or termination of employment of any such key employee or officer);

(ix) the loss of any customer or the cancellation of any order of the Company which has historically represented, or is expected to represent, revenue to the Company in excess of $5,000 per month or $50,000 in the aggregate nor any written notice thereof;

(x) any mortgage, pledge, grant of a security interest in, or Encumbrance created by the Company, with respect to any of its material properties or assets, except for Permitted Encumbrances;

(xi) any loans or guarantees made by the Company to or for the benefit of any related party, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of business;

(xii) any declaration, set aside, payment or other distribution in respect of any of the Capital Stock of the Company, or any direct or indirect redemption, purchase or other acquisition of any of such Capital Stock by the Company;

(xiii) any other event or condition of any character that would have a Material Adverse Effect; or

(xiv) any agreement or commitment by the Company to do any of the things described in this Section 7(n).

(o) Employee Benefit Plans.

(i) Except as set forth in Schedule 7(o) hereto, or as disclosed in or filed as an exhibit to the SEC Filings, the Company does not maintain, sponsor, or make contributions to: any "employee pension benefit plan" or "employee welfare benefit plan," as such terms are defined in the Employee Retirement Income Security Act of 1974, as amended, and all regulations promulgated thereunder ("**ERISA**"); any collective bargaining agreement; any severance agreement or plan, or any medical, life or disability benefit plan or arrangement; any excess benefit plan, bonus or incentive plan, top hat plan or deferred compensation plan, salary reduction agreement, or change-of-control agreement; whether or not written with respect to any employee, former employee, director, independent contractor, or any beneficiary or dependent thereof (all such plans, policies, programs, arrangements, agreements and contracts, including those that are set forth on Schedule 7(o) hereto are referred to in this Note as "**Scheduled Plans**").

(ii) To the best of the Company's knowledge, each Scheduled Plan has been operated and administered in compliance in all material respects, and each Scheduled Plan currently complies in form and in operation in all material respects, with all applicable requirements of ERISA, the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder (the "**Code**"), and all other applicable laws. Neither the Company nor any controlled group affiliate, as described in Sections 414(b) or (c) of the Code, has ever sponsored, maintained, contributed to or had any obligation to contribute to any plan subject to Section 412 of the Code or Title IV of ERISA.

(p) Tax Returns, Payments and Elections. The Company has filed all material tax returns and reports (including information returns and reports) as the Company is required by law to have filed, and such returns and reports are true and correct in all material respects. The Company has paid all material taxes and other assessments that have become due and payable. The Company has not made any elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that would have a Material Adverse Effect. Except as set forth in Schedule 7(p), the Company has never had any material tax deficiency proposed or assessed against it and the Company has not executed any waiver of any statute of limitations on the assessment or collection of any tax or governmental charge. Except as set forth in Schedule 7(p), none of the federal income tax returns, state income or franchise tax or sales or use tax returns of the Company has ever been audited by governmental authorities. Since January 1, 2013, the Company has not incurred any taxes, assessments or governmental charges other than in the ordinary course of business and the Company has made adequate provisions on its books of account for all material taxes, assessments and governmental charges with respect to its business, properties and operations that have accrued but not yet been paid. Except as set forth in Schedule 7(p) hereto, the Company has withheld or collected from each payment made to each of its employees, the amount of all taxes (including, but not limited to, federal income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper tax receiving officers or authorized depositories.

(q) Labor Agreements and Actions; Employee Compensation. The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the best of the Company's knowledge, has sought to represent any of the employees, representatives or agents of the Company. There is no strike or other labor dispute involving the Company pending, or to the best of the Company's knowledge, threatened, that could have a Material Adverse Effect, nor is the Company aware of any labor organization activity involving its employees. To the best of the Company's knowledge none of its officers or key employees or any group of key employees intends to terminate their employment with the Company, nor does the Company have a present intention to terminate the employment of any of the foregoing. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws.

(r) Brokers or Finders. The Company has not agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Note or any of the transactions contemplated hereby.

(s) Disclosure. Neither this Note nor any and all written statements furnished or made to Brainlab by or on behalf of the Company in connection with this Note, taken as a whole, and including any corrective materials furnished or made available to Brainlab, contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein and therein not materially misleading in light of the circumstances under which they were made.

7. **COVENANTS AND OTHER AGREEMENTS**

(a) Payment of Note. The Company shall promptly make all payments in respect of this Note on the dates and in the manner provided in this Note. The Company shall, to the extent permitted by law, pay interest on overdue amounts at the rate set forth in Section 2 of this Note, which interest on overdue amounts (to the extent that the payment of such interest shall be legally enforceable) shall accrue from the date such amounts become overdue.

(b) Additional Indebtedness. During the Term of this Note, other than the Senior Debt and the Replacement Debt, the Company shall incur no new secured Indebtedness and no new unsecured Indebtedness in excess of $3,000,000, individually or in the aggregate, except with the prior written consent of Brainlab which consent, in the case of Indebtedness that is, by its terms, subordinate to Indebtedness owed to Brainlab, shall not unreasonably be withheld or delayed.

(c) Financial Reporting. As long as any amounts remain outstanding under this Note, the Company shall deliver to Brainlab (i) as soon as practicable after the end of each fiscal year of the Company, and in any event within 120 days thereafter, a balance sheet of the Company and statement of stockholders' equity as of the end of such year and statements of income and cash flow for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles, consistently applied (subject however to the absence of footnotes in the event the Company does not engage an independent certified public accounting firm to audit and certify such financial statements); and (ii) as soon as practicable after the end of each fiscal quarter (except the last quarter of each fiscal year), and in any event within forty-five (45) days thereafter, an unaudited balance sheet of the Company as of the end of such fiscal quarter, and an unaudited statement of income for each fiscal quarter and for the current fiscal year to date.

(d) Information and Inspection Rights. During the Term of this Note, in addition to any rights that may be available under Delaware or other applicable law, subject to the execution of a standard confidentiality agreement, Brainlab shall have the right, at its sole expense and upon reasonable prior notice to the Company, to inspect and examine the Company's properties, operations and books of account; provided, however, that any such inspection or examination shall be conducted in a manner that is reasonably designed to minimize any interference with the operations of the Company's business; provided, further, that the Company shall be under no obligation to provide, give access to or discuss with Brainlab any information regarding the Company's properties, operations or books of account to the extent necessary to comply with the terms and conditions of confidentiality agreements between the Company and any third parties or to the extent the Company has determined that there exists an actual or potential conflict of interest between Brainlab and the Company.

(e) Board Observation Rights. During the Term of this Note, Brainlab shall be entitled to appoint one individual who shall be invited to attend and observe all meetings of the Company's board of directors; provided, however, that such board observer agrees to hold in confidence and trust, to act in a fiduciary manner with respect to and not to disclose any information provided to or learned by the board observer acting in such capacity. Notwithstanding the provisions of this Section 7(e), the Company reserves the right to exclude the board observer from portions of any meeting where and to the extent that the Company reasonably believes that excluding the board observer from attending such portion of the meeting is reasonably necessary (i) to preserve attorney-client, work product or similar privilege between the Company and its counsel with respect to any matter, (ii) to comply with the terms and conditions of confidentiality agreements between the Company and any third parties, or (iii) because the Company has determined, in good faith, that there exists, with respect to the subject of such deliberation or such information, an actual or potential conflict of interest between Brainlab and the Company. Furthermore, the members of the Company's board of directors shall be entitled to hold reasonable executive sessions which the board observer may not be invited to attend. Brainlab's board observer shall use the same degree of care to protect the Company's confidential and proprietary information as Brainlab uses to protect its confidential and proprietary information of like nature, but in no circumstances with less than reasonable care.

(f) Further Instruments and Acts. Upon the reasonable request of Brainlab, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the provisions of this Note.

8. **DEFAULTS AND REMEDIES**

(a) Events of Default. Each of the following shall be an "**Event of Default**" for purposes of this Note:

(1) failure to pay principal of or interest on this Note on the dates specified in Section 2 hereof, to and including the Maturity Date;

(2) failure to perform any other covenant, representation, warranty or agreement of the Company under this Note, continued for 30 days or more after written notice to the Company by Brainlab;

(3) there shall be, with respect to any issue or issues of Indebtedness (other than Indebtedness created or as a result of this Note) of the Company or any of its Subsidiaries, whether such Indebtedness now exists or shall hereafter be created, (x) an event of default that has caused the holders thereof (or their representatives) (i) to declare such Indebtedness to be due and payable prior to its scheduled maturity and such Indebtedness has not been discharged in full or such acceleration has not been rescinded or annulled within 45 days following such acceleration and/or (ii) to commence judicial Actions to exercise remedies under applicable law and such judicial Actions have not been dismissed or stayed within 45 days following such commencement and/or (y) the failure to make a principal payment at the final (but not any interim) fixed maturity and such defaulted payment shall not have been made, waived or extended within 45 days of such payment default;

(4) except for judgments related to matters disclosed on the schedules to this Note, the rendering of a final judgment or judgments against the Company or any of its Subsidiaries in an amount that exceeds $500,000 in excess of insurance coverage, which judgment remains in force, undischarged, unsatisfied, unbonded or unstayed for a period of 60 days;

(5) the Company or any of its Subsidiaries pursuant to or within the meaning of any Bankruptcy Law:

(A) admits in writing its inability to pay its debts generally as they become due,

(B) commences a voluntary case or Action,

(C) consents to the entry of an order for relief against it in an involuntary case or Action,

(D) consents or acquiesces in the institution of a bankruptcy or insolvency Action against it,

(E) consents to the appointment of a custodian of it or for all or substantially all of its property, or

(F) makes a general assignment for the benefit of its creditors, or any of them takes any action to authorize or effect any of the foregoing;

(6) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any of its Subsidiaries in an involuntary case or Action,

(B) appoints a custodian for the Company or any of its Subsidiaries or for all or substantially all of their property, or

(C) orders the liquidation of the Company or any of its Subsidiaries, and in each case the order or decree remains unstayed and in effect for 60 days; provided, however, that if the entry of such order or decree is appealed and dismissed on appeal, then the Event of Default hereunder by reason of the entry of such order or decree shall be deemed to have been cured; or

(7) a breach or default by the Company of or under any of the terms of any other agreement between the Company and Brainlab or any affiliate of Brainlab that is not remedied within 30 days following the Company's receipt of a notice of such breach from Brainlab.

(b) If an Event of Default with respect to this Note (other than an Event of Default specified in clause (5) or (6) of Section 8(a) with respect to the Company) occurs and is continuing, Brainlab by notice in writing to the Company may declare the unpaid principal of and accrued interest to the date of acceleration on this Note to be due and payable immediately and, upon any such declaration, such principal amount and accrued interest, notwithstanding anything contained in this Note to the contrary, will become immediately due and payable, subject, however, to Section 5(a) and the Subordination Agreement. If an Event of Default specified in clause (5) or (6) of Section 8(a) with respect to the Company occurs, this Note will ipso facto become immediately due and payable without any declaration or other act on the part of Brainlab, subject, however, to Section 5(a) hereof and the Subordination Agreement.

(c) Remedies. Subject to Section 5(a) and the Subordination Agreement, if an Event of Default occurs and is continuing, Brainlab may pursue any available remedy by Action at law or in equity to collect the payment of principal of or interest on this Note or to enforce the performance of any provision of this Note. A delay or omission by Brainlab in exercising any right or remedy maturing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

(d) Waiver of Usury, Stay or Extension Laws. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Note; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Company, but will suffer and permit the execution of every such power as though no such law had been enacted.

9. **EXCHANGE; TAXES; LEGEND; REPLACEMENT**

(a) Exchange. For so long as this Note is outstanding, and subject to the other provisions of this Note, this Note may be exchanged for other promissory notes of a like aggregate principal amount and subject to substantially the same terms and conditions as set forth in this Note, executed by the Company, upon surrender of this Note to the Company.

(b) Payment of Taxes. Notwithstanding any other provision of this Section 9, no transfer of this Note shall be permitted, and no registration of transfer shall be effected unless, prior to the time of such transfer or registration of transfer, Brainlab has made arrangements reasonably satisfactory to the Company for payment or reimbursement of any and all Taxes which would, in the absence of payment by the transferor, be required to be paid by the Company as a result of such transfer. No service charge shall be made for any registration of transfer or exchange.

(c) Legend. Except as permitted by Section 9(e), this Note (and all promissory notes issued in exchange therefor or substitution of this Note) shall, so long as appropriate, bear a legend (the "**Legend**") to substantially the following effect (each, a "**Transfer Restricted Security**"):

> **THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS REGISTERED UNDER THE SECURITIES ACT, OR IN A TRANSACTION WHICH IS EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ADDITIONALLY, THE TRANSFER OF THIS NOTE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THIS NOTE, AND THE MAKER HEREOF RESERVES THE RIGHT TO REFUSE THE TRANSFER OF THIS NOTE UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO SUCH TRANSFER.**

(d) Removal of Legend. At such time as any Transfer Restricted Security may be freely transferred without registration under the Securities Act and without being subject to transfer restrictions pursuant to the Securities Act, the Company shall permit the holder of such Transfer Restricted Security to exchange such Transfer Restricted Security for a new Note which does not bear the applicable portion of the Legend upon receipt of an appropriate certification from such holder and, at the request of the Company, upon receipt of an opinion of counsel, reasonably acceptable to the Company, that the transfer restrictions contained in the Legend are no longer applicable.

(e) Replacement of Lost, Stolen or Destroyed Note. Upon receipt of an executed lost note affidavit in form and substance satisfactory to the Company regarding the loss, theft, destruction, or mutilation of this Note and, if requested by the Company in the case of any such loss, theft or destruction, upon delivery of an indemnity bond or other agreement or security reasonably satisfactory to the Company, or, in the case of any such mutilation, upon surrender and cancellation of this Note, the Company will issue a new Note, of like tenor, in the amount of unpaid principal of this Note, in lieu of such lost, stolen, destroyed or mutilated Note.

10. **MISCELLANEOUS**

(a) Notices. All notices, consents, waivers and other communications required or permitted by this Note shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand, (b) two (2) Business Days following delivery to a nationally recognized overnight courier service (costs prepaid), (c) sent by electronic mail or facsimile with no indication that such notice was not properly sent and delivered or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other party):

the Company:	MRI Interventions, Inc. Attention: Chief Financial Officer One Commerce Square Suite 2550 Memphis, TN 38103 e-mail: dcarlson@mriintertventions.com fax: (901) 522-9400
With copy to:	MRI Interventions, Inc. Attention: VP, Business Affairs One Commerce Square Suite 2550 Memphis, TN 38103 e-mail: othomas@mriinterventions.com fax: (901) 522-9400
Brainlab:	Brainlab AG. Attention: Chief Financial Officer Kapellenstr. 12, 85622 Feldkirchen, Germany e-mail: joseph.doyle@brainlab.com fax: +49 89 99 15 68 - 109
With copy to:	Legal Department Attention: General Counsel, Brainlab AG Kapellenstr. 12, 85622 Feldkirchen, Germany e-mail: michaela.oberrecht-heusler@brainlab.com fax: +49.89.991.568-497

(b) Successors. All agreements of the Company in this Note shall bind its successor.

(c) Severability. Each provision of this Note shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) Applicable Law; Dispute Resolution. This Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Note shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. The parties hereby submit to the exclusive jurisdiction of any state or federal court located within the State of Delaware, over any dispute arising out of or relating to this Note or any of the transactions contemplated hereby, and further agree that venue for all such matters shall lie exclusively in those courts and that process for any such action or Action may be served on any party anywhere in the world. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have, including, but not limited to, any claim of forum non conveniens, to venue in the courts noted above. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby agrees that this Note involves at least One Hundred Thousand Dollars ($100,000), and that it has been entered into in express reliance on 6 Del. C. § 2708. **EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY** in any dispute, and consents to any and all relief ordered by the court, after the time for appeal has expired.

(e) Time is of the Essence. The Company hereby agrees that time is of the essence in the performance of this Note.

(f) No Third Party Beneficiaries. This Note is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

(g) Restatement. This Note amends, restates, replaces and supersedes, in all respects, the Amended Original Note.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed this as of the date first written above.

MRI INTERVENTIONS, INC.

By: /s/ Kimble Jenkins
Name: Kimble Jenkins
Title: CEO

Acknowledged, accepted and agreed to
as of the date set forth above:

BRAINLAB AG

By: /s/ Joseph Doyle
Name: Joseph Doyle
Title: CFO

Acknowledged, accepted and agreed to as of the date set forth above with respect to Section 5(b) hereof on behalf of the Junior Lender:

LANDMARK COMMUNITY BANK
as collateral agent for the ratable benefit
of the Junior Lender

By: /s/ William Bryan Jones
Name: William Bryan Jones
Title: S.V.P.

DISCLOSURE SCHEDULES

AS MADE PART OF THE

AMENDED AND RESTATED

SUBORDINATED SECURED

CONVERTIBLE NOTE DUE 2016

ISSUED BY

MRI INTERVENTIONS, INC.

IN FAVOR OF

BRAINLAB AG.

DATED AS OF MARCH 6, 2013

Except as otherwise defined herein, capitalized terms in these schedules shall have the meanings ascribed to those terms in the above-referenced Amended and Restated Subordinated Secured Convertible Note Due 2016 (the "Note").

Schedule 7(e)
Litigation

None

Schedule 7(f)(ii)
Intellectual Property

MRI Interventions has in place five exclusive license agreements with The Johns Hopkins University.

In December 2005, MRI Interventions entered into a development agreement and license agreement with an affiliate of Boston Scientific Corporation in the implantable neurological field.

In July 2007, MRI Interventions entered into a master service and license agreement with Cedara Software Corp. (now known as Merge Healthcare Canada Corp.).

In March 2008, MRI Interventions entered into a development agreement and license agreement with an affiliate of Boston Scientific Corporation in the field of implantable medical leads for cardiac applications.

In April 2009, MRI Interventions entered into a patent license agreement with the National Institutes of Health, or NIH, that covers techniques for three dimensional renderings of the patient's anatomy from MRI data in real time. The techniques underlying this patent may be used in the development of MRI Interventions' ClearTrace system.

In May 2009, MRI Interventions entered into a license agreement with Georg Thieme Verlag with respect to an electronic brain atlas.

In May 2009, MRI Interventions entered into a cooperation and development agreement with Siemens Healthcare to develop the hardware and MRI software systems for MRI-guided, catheter-based ablation to treat cardiac arrhythmias.

In April 2011, MRI Interventions entered into a co-development and distribution agreement with Brainlab.

Effective October 2012, MRI Interventions entered into a research agreement with the University of California, San Francisco ("UCSF"). In return for MRI Interventions' financial support of UCSF's research, MRI Interventions received the first option to license, exclusively or non-exclusively, any intellectual property conceived or created by UCSF personnel under the research project.

MRI Interventions licenses its ClearPoint software to end-users of the product.

Certain patents and patent applications included within the Company Intellectual Property are co-owned by MRI Interventions are certain third parties.

MRI Interventions has granted security interests in the Company Intellectual Property to the Senior Lender, Brainlab and the Collateral Agent (for the benefit of the Junior Lender).

Schedule 7(g)
No Violation of Law

None

Schedule 7(m)(i)
Agreements; Actions

MRI Interventions has adopted certain compensation practices for its non-employee directors.

MRI Interventions has entered into employment agreements with certain of its officers.

MRI Interventions has issued stock options to each of its directors and officers.

MRI Interventions has issued warrants to certain of its directors.

Paul A. Bottomley, a director of MRI Interventions, is a participant in MRI Interventions' Key Personnel Incentive Program.

MRI Interventions has entered into a consulting agreement with Paul A. Bottomley, a director of the company.

Certain directors and officer hold Junior Notes issued by MRI Interventions.

Schedule 7(m)(ii)
Agreements; Actions

In May 2009, MRI Interventions entered into a cooperation and development agreement with Siemens Healthcare with respect to the development of the hardware and MRI software systems for MRI-guided, catheter-based ablation to treat cardiac arrhythmias.

In April 2011, MRI Interventions entered into a co-development and distribution agreement with Brainlab.

As part of its standard customer documentation, MRI Interventions agrees to indemnify the customer from any third party claims against the customer for infringement of intellectual property rights arising from the customer's use of MRI Interventions manufactured products and/or MRI Interventions proprietary software in accordance with their applicable documentation.

Schedule 7(n)
Changes

None

Schedule 7(o)
Employee Benefit Plans

MRI Interventions utilizes ADP Total Source as a Professional Employer Organization. As such, MRI Interventions' employees are co-employed through ADP. ADP administers and maintains the benefit plans in which MRI Interventions' employees participate. The benefits made available to MRI Interventions' employees through ADP include a 401(k) plan, medical insurance, life insurance, long-term disability coverage, and flexible spending accounts for health care and dependent care costs. MRI Interventions makes premium contributions with respect to the welfare benefit plans in which MRI Interventions' employees participate, but MRI Interventions does not match contributions made by participants in the 401(k) plan.

MRI Interventions' Key Personnel Incentive Program provides participants with the opportunity to receive incentive bonus payments upon consummation of a sale transaction.

MRI Interventions adopted its Cardiac EP Business Participation Plan to enable it to provide a key product development advisor and consultant with financial rewards in the event MRI Interventions sells its cardiac EP business operations. MRI Interventions' cardiac EP business operations include its operations relating to the ClearTrace system for MRI-guided cardiac ablation to treat cardiac arrhythmias, but it does not include MRI Interventions' operations relating to its ClearPoint system or any other product or product candidate.

MRI Interventions has five equity compensation plans, the 2012 Incentive Compensation Plan, the 2010 Incentive Compensation Plan, the 2010 Non-Qualified Stock Option Plan, the 2007 Stock Incentive Plan and the 1998 Stock Option Plan, although new awards may be granted only under the 2012 Incentive Compensation Plan.

MRI Interventions has entered into employment agreements with certain of its officers. Those employee agreements provide for certain severance and change-of-control payments.

MRI Interventions has entered into indemnification agreements with its directors and officers.

MRI Interventions maintains a sales incentive program for the benefit of its sales representatives.

Schedule 7(p)
Tax Returns, Payments and Elections

None

Exhibit 10.1

SECOND AMENDMENT TO
CO-DEVELOPMENT AND DISTRIBUTION AGREEMENT

This **SECOND AMENDMENT** (this "Second Amendment") is made effective as of March 6, 2013 and is made in reference to that certain Co-Development and Distribution Agreement with an effective date of April 5, 2011 between MRI Interventions, Inc. (f/k/a SurgiVision, Inc.), a Delaware corporation ("MRI Interventions") and Brainlab AG, a German corporation ("Brainlab"), as previously amended by that certain First Amendment dated as of July 18, 2011 (as amended, the "Agreement").

WHEREAS, Brainlab and MRI Interventions previously entered into the Agreement; and

WHEREAS, Brainlab and MRI Interventions desire to amend the terms of the Agreement.

NOW, THEREFORE, the Agreement is hereby further amended as set forth below:

1. Defined Terms. Capitalized terms used in this Amendment without definition shall have the same meanings ascribed to such terms in the Agreement.

2. Amendment to Article I. Article I (Definitions) of the Agreement is hereby amended by deleting Sections 10 (Conversion Date), 11 (Conversion Shares), 24 (Qualified Financing), and 25 (Qualified Financing Stock).

3. Amendment to Article XIII.

(a) Article XIII (Investment in [MRI Interventions]) of the Agreement is hereby amended by deleting Sections 2 and 3.

(b) Article XIII (Investment in [MRI Interventions]) of the Agreement is hereby amended by deleting the first clause of Section 3 and substituting the following therefor:

> "Brainlab represents and warrants to MRI Interventions that Brainlab is acquiring the Note for investment for Brainlab's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof;"

4. Miscellaneous. On and after the date hereof, reference in the Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to such Agreement shall mean and be a reference to the Agreement as amended by this Amendment. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date first above written.

MRI INTERVENTIONS, INC.

By: /s/ Kimble Jenkins
Kimble Jenkins
Chief Executive Officer

BRAINLAB AG

By: /s/ Joseph Doyle
Name: Joseph Doyle
Title: CFO