

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q/A

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2014

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 000-54575

MRI Interventions, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)

58-2394628
(IRS Employer
Identification Number)

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)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files.)

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller Reporting Company

(Do not check if smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
 Yes No

As of May 12, 2014, there were 58,919,539 shares of common stock outstanding.

Explanatory Note

This Amendment No. 1 to Form 10-Q (this “Amendment Filing”) amends the Quarterly Report on Form 10-Q of MRI Interventions, Inc. (the “Company”) for the fiscal quarter ended March 31, 2014, which was originally filed on May 13, 2014 (the “Original Filing”). The Company is filing this Amendment Filing solely for the purpose of re-filing Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 thereto in response to comments received from the Staff of the Securities and Exchange Commission in connection with a confidential treatment request with respect to the Development Agreement between the Company and Siemens Medical Solutions USA, Inc., the Asset Purchase Agreement dated March 19, 2014 between the Company and Boston Scientific Neuromodulation Corporation, the Exclusive License Agreement dated March 19, 2014 between the Company and Boston Scientific Neuromodulation Corporation, the Omnibus Amendment No. 1 to Technology License Agreement and Development Agreement dated March 19, 2014 between the Company and Cardiac Pacemakers, Inc., and the Omnibus Amendment No. 4 to Technology License Agreement and System and Lead Development and Transfer Agreement dated March 19, 2014 between the Company and Boston Scientific Neuromodulation Corporation.

This Amendment Filing does not modify or update any part of or information set forth in the Original Filing other than Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5.

PART II – OTHER INFORMATION

ITEM 6. EXHIBITS.

- 10.1† Development Agreement between MRI Interventions, Inc. and Siemens Medical Solutions USA, Inc.
- 10.2† Asset Purchase Agreement dated March 19, 2014 between MRI Interventions, Inc. and Boston Scientific Neuromodulation Corporation
- 10.3† Exclusive License Agreement dated March 19, 2014 between MRI Interventions, Inc. and Boston Scientific Neuromodulation Corporation
- 10.4† Omnibus Amendment No. 1 to Technology License Agreement and Development Agreement dated March 19, 2014 between MRI Interventions, Inc. and Cardiac Pacemakers, Inc.
- 10.5† Omnibus Amendment No. 4 to Technology License Agreement and System and Lead Development and Transfer Agreement dated March 19, 2014 between MRI Interventions, Inc. and Boston Scientific Neuromodulation Corporation
- 31.1 Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) Under the Securities Exchange Act of 1934
- 31.2 Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) Under the Securities Exchange Act of 1934

† Portions of this exhibit have been omitted pursuant to a request for confidential treatment and are marked accordingly. The confidential portions have been filed separately with the Securities and Exchange Commission.

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 thereunto duly authorized.

Date: August 29, 2014

MRI INTERVENTIONS, INC.

By: /s/ David W. Carlson

David W. Carlson

Chief Financial Officer

(Principal Financial Officer and

Principal Accounting Officer)

Development Agreement

- "DEVELOPMENT AGREEMENT" -

by and between

MRI Interventions, Inc., a corporation duly organized and existing under the laws of the state of Delaware (USA) and having offices at Memphis, Tennessee (USA),

- hereinafter referred to as "MRI INTERVENTIONS" -

and

Siemens Medical Solutions USA, Inc.

- hereinafter referred to as "SIEMENS" -

- MRI INTERVENTIONS and SIEMENS hereinafter referred to individually as "PARTY" or collectively as "PARTIES" -

WHEREAS, on May 4, 2009 MRI INTERVENTIONS and Siemens AG Germany have concluded a Cooperation and Development Agreement (hereinafter referred to as "AGREEMENT"). The AGREEMENT defined a cooperation with the aim of developing a product combination that allows performing the treatment of cardiac arrhythmias by catheter mediated ablation and catheter mediated cardiac electrophysiological mapping procedure under simultaneous MR imaging for worldwide marketing and sales.

WHEREAS, in order to redefine their cooperation, MRI INTERVENTIONS and Siemens AG Germany have decided to terminate the AGREEMENT.

WHEREAS, such redefined cooperation is set forth in this DEVELOPMENT AGREEMENT. The aim of such cooperation is the development by SIEMENS of an interface as agreed in this DEVELOPMENT AGREEMENT in order to enable the connection of MRI INTERVENTIONS' catheters to the MAGNETOM SYSTEMS (as defined in Article 1 below); this would allow MRI INTERVENTIONS to sell their catheters for use with the MAGNETOM SYSTEMS after regulatory approval or clearance. As MRI INTERVENTIONS is SIEMENS' therapy partner of choice in the EXCLUSIVITY FIELD (as defined in Article 1 below), the PARTIES are interested in maintaining a defined scope of exclusivity as further described in this DEVELOPMENT AGREEMENT.

NOW, THEREFORE the PARTIES agree as follows:

Article 1 - DEFINITIONS

- 1.1 The term "HOST SW FEATURES" shall mean the software features developed by SIEMENS and/or its AFFILIATES under this DEVELOPMENT AGREEMENT as defined in Annex 1.
- 1.2 The term "EXCLUSIVITY FIELD" shall mean catheter-based treatment of cardiac arrhythmias featuring MR TRACKING under simultaneous MRI.
- 1.3 The term "MR TRACKING" shall mean a technology where [***].
- 1.4 The term "COMMERCIAL SOFTWARE" shall mean a user interface and workflow software tool to be developed by MRI INTERVENTIONS having functionality similar to EP FEATURES that, subject to appropriate regulatory approval or clearance, is intended for commercial use.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 1.5 The term “TEST DEVICES” shall mean test devices, phantoms or other test hardware which is necessary for SIEMENS to perform the WORK and which are listed in Annex 2.
- 1.6 The term “SIEMENS RIGHTS” shall mean IPR and know-how and other proprietary information that (i) are owned by SIEMENS or any of its AFFILIATES, (ii) are realized in the EP FEATURES and/or SOFTWARE FEATURES (including the capabilities of IFE that enable the EP FEATURES and/or the SOFTWARE FEATURES) and/or HOST SW FEATURES, and (iii) (A) to the extent realized in the SOFTWARE FEATURES, exist at the effective date of this DEVELOPMENT AGREEMENT and (B) to the extent realized in the EP FEATURES, exist at the effective date of this DEVELOPMENT AGREEMENT or are created at any time through the COMMERCIALIZATION TERM. For the avoidance of any doubt whatsoever, SIEMENS RIGHTS shall not include any rights with respect to any hardware, including, without limitation, catheters, guidewires, MR scanner, MR RF coils, MR gradient coils and other similar devices.
- 1.7 The term “MRI INTERVENTIONS RIGHTS” shall mean the IPR and know-how and other proprietary information that (i) are owned by MRI INTERVENTIONS, (ii) are realized in the EP FEATURES and/or SOFTWARE FEATURES (including the capabilities of IFE that enable the EP FEATURES and/or the SOFTWARE FEATURES), and/or HOST SW FEATURES, and (iii) (A) to the extent realized in the SOFTWARE FEATURES, exist at the effective date of this DEVELOPMENT AGREEMENT and (B) to the extent realized in the EP FEATURES, exist at the effective date of this DEVELOPMENT AGREEMENT or are created at any time through the COMMERCIALIZATION TERM. For the avoidance of any doubt whatsoever, MRI INTERVENTIONS RIGHTS shall not include any rights with respect to any hardware, including, without limitation, catheters, guidewires, MR scanner, MR RF coils, MR gradient coils and other similar devices.
- 1.8 The term “SOFTWARE FEATURES” shall mean the software features developed by or on behalf of Siemens AG Germany under the AGREEMENT.
- 1.9 The term “AFFILIATE” shall mean a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under ownership or common control with, one of the PARTIES, but such corporation, company or other entity shall be deemed to be an AFFILIATE only so long as such ownership or control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.

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- 1.10 The term "RESULTS" means any and all methods, processes, know-how, proprietary information, trade secrets, technology, designs, digital codes, anonymized clinical data, software, inventions, innovations and improvements made by SIEMENS and/or, if applicable, any of its AFFILIATES during the performance of tasks within the WORK, whether or not protected or protectable by patents, patent applications and copyrights, as well as other forms of statutory protection rights.
- 1.11 The term "WORK" shall mean any and all works performed by SIEMENS, and/or, if applicable, any of its AFFILIATES, according to Article 3 and Article 4.
- 1.12 The term "IFE" shall mean the Siemens research user interface and workflow software for MR guided interventions commonly termed "interactive front end".
- 1.13 The term "EP FEATURES" shall mean the dedicated EP features in IFE as described in Annex 4.
- 1.14 The term "DEVELOPMENT TERM" shall mean the period starting from the signing of this DEVELOPMENT AGREEMENT and ending on the European product release date, as Announced by SIEMENS or one of its AFFILIATES, of the HOST SW FEATURES for the [***].
- "Announced" as used in this Section 1.14 and as used in Section 1.15 shall mean that the product has been added to the Siemens internal price book and that SIEMENS or one of its AFFILIATES has informed MRI INTERVENTIONS thereof by sending an email to the following email addresses: kjenkins@mriinterventions.com and othomas@mriinterventions.com (or such alternative email address(es) as MRI INTERVENTIONS may from time to time designate in writing to SIEMENS).
- 1.15 The term "COMMERCIALIZATION TERM" shall mean a one (1) year period starting with the European product release date, as Announced by SIEMENS or one of its AFFILIATES, of the HOST SW FEATURES for the [***].
- 1.16 The term "POST-COMMERCIALIZATION TERM" shall mean a three (3) year period starting with the end of the COMMERCIALIZATION TERM.
- 1.17 The term "INFLUENCE TEST" shall mean the testing process that determines the influence of an external system on a MAGNETOM SYSTEM.
- 1.18 The term "IPR" means all patents, patent applications, as well as other forms of statutory protection rights and copyrights.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 1.19 The term “CONFIDENTIAL INFORMATION” shall mean any information and data, including without limitation, any kind of business, commercial or technical information and data disclosed between the PARTIES in connection with the execution or performance of this DEVELOPMENT AGREEMENT, irrespective of the medium in which such information or data is embedded, which is – when disclosed in tangible form – marked “Confidential” by the disclosing PARTY or which is – when disclosed orally or visually – identified as such prior to disclosure and summarized in writing by the disclosing PARTY and said summary is given to the receiving PARTY within thirty (30) days after such disclosure marked “Confidential”. In case of disagreement, the receiving PARTY must present its objections to the summary in writing within thirty (30) days of receipt. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof.
- 1.20 The term “EXCLUSIVITY PERIOD” shall mean the time between with the signing of this DEVELOPMENT AGREEMENT and the expiration of the POST-COMMERCIALIZATION TERM.
- 1.21 The term “MAGNETOM SYSTEMS” shall mean the Siemens [***].
- 1.22 The term “COMMERCIAL PARTY” shall mean a medical device company.

Article 2 - PROJECT SETUP

- 2.1 SIEMENS will, and if applicable will cause its AFFILIATES to, use reasonable efforts to conduct the WORK to be performed according to Articles 3 and 4. In the event SIEMENS realizes that the WORK under the first sentence of Section 3.1 cannot reasonably be performed according to the milestones, time schedules and/or development/testing plans, SIEMENS shall immediately inform MRI INTERVENTIONS thereof. The PARTIES shall then review the situation and mutually agree on changes with respect to the further performance of such WORK under this DEVELOPMENT AGREEMENT and modify this DEVELOPMENT AGREEMENT respectively; provided, however, that in no event shall there be an increase in the aggregate amount payable by MRI INTERVENTIONS pursuant to the first sentence of Section 5.1. In case, despite their best efforts, the PARTIES are not able to agree upon such changes within thirty (30) days after information of SIEMENS, each PARTY shall have the right, for a five (5) working-day period thereafter, to terminate this DEVELOPMENT AGREEMENT upon written notice to the other PARTY, in which case Sections 11.4 and 11.5 shall apply accordingly. Absent termination of this DEVELOPMENT pursuant the preceding sentence, MRI INTERVENTIONS shall be deemed to have accepted SIEMENS’ changes with respect to the further performance of the WORK under the first sentence of Section 3.1.

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- 2.2 SIEMENS shall be free to determine the locations where the WORK under this DEVELOPMENT AGREEMENT shall be performed and may subcontract parts of the WORK while ensuring that the work adheres to SIEMENS' product engineering quality processes.

Article 3 - DEVELOPMENT AND TEST OF HOST SW FEATURES

- 3.1 SIEMENS agrees to develop the HOST SW FEATURES on the MR host for the [***] software release for the MAGNETOM SYSTEMS. Thereafter, SIEMENS shall maintain the HOST SW FEATURES for the MAGNETOM SYSTEMS. Provided MRI INTERVENTIONS satisfies its obligation to pay for the development of the HOST SW FEATURES (as contemplated in Section 5.1 below), MRI INTERVENTIONS shall have the right to access and utilize with the COMMERCIAL SOFTWARE and other MRI guided interventions user interface and workflow software tools that may be developed from time to time, all capabilities of the HOST SW FEATURES, for any indication or use that, at any time and from time to time, is approved or cleared (or described in an Article 12 MDD certificate) according to applicable medical device law or that is otherwise permitted according to applicable medical device law. To the extent necessary under applicable medical device law, the PARTIES will conclude a separate agreement on the provision of an Article 12 MDD certificate for the use of the COMMERCIAL SOFTWARE in connection with the MAGNETOM SYSTEMS. Any testing necessary to issue the Article 12 MDD certificate shall be at MRI INTERVENTIONS costs. Sections 7.1 and 7.2 shall remain unaffected.
- 3.2 Only to the extent necessary (i) to achieve regulatory approval or clearance of the COMMERCIAL SOFTWARE or other MRI guided interventions software tools that will interface with the HOST SW FEATURES, (ii) for the issuance of an Article 12 MDD certificate mentioned in Section 3.1 hereinabove, or (iii) for MRI INTERVENTIONS' development of the COMMERCIAL SOFTWARE or such other software tools ("PURPOSE"), SIEMENS agrees to provide MRI INTERVENTIONS with documentation (e.g. regulatory release) of the HOST SW FEATURES that is available at SIEMENS or its AFFILIATES. For the avoidance of doubt, any documentation or other information provided by SIEMENS pursuant to this Section 3.2 shall be regarded as CONFIDENTIAL INFORMATION and shall only be used by MRI INTERVENTIONS for the PURPOSE and not be disclosed by MRI INTERVENTIONS to any third party without the prior written permission by SIEMENS.

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- 3.3 MRI INTERVENTIONS shall provide two sets of TEST DEVICES for each field-strength (1.5T and 3T) at its own costs to SIEMENS. The PARTIES shall list the TEST DEVICES, the initial delivery locations and the delivery times in Annex 2 to be agreed between the PARTIES in writing and attached to this DEVELOPMENT AGREEMENT. The TEST DEVICES may only be used for the WORK performed by SIEMENS under Article 3 and 4 and shall be returned to MRI INTERVENTIONS at MRI INTERVENTIONS' costs within a reasonable time after completion of such WORK (or, if earlier, termination of this DEVELOPMENT AGREEMENT). For the avoidance of doubt, SIEMENS may ship to and use the TEST DEVICES at appropriate test locations, such as customer sites or other SIEMENS locations. Absent the gross negligence (or more culpable conduct) of SIEMENS or its AFFILIATES, SIEMENS shall not be liable for any damages to the TEST DEVICES; if requested by MRI INTERVENTIONS, SIEMENS shall provide adequate insurance for the TEST DEVICES at MRI INTERVENTIONS' costs. Until April 1, 2014 latest, both PARTIES may jointly agree on modifications or updates of the TEST DEVICES at MRI INTERVENTIONS' costs and the respective update of Annex 2.
- 3.4 To support SIEMENS' development and testing of the HOST SW FEATURES, SIEMENS shall, at SIEMENS' own cost, develop the EP FEATURES compatible with [***]. For the avoidance of doubt, SIEMENS does not commit to provide a product release with regulatory clearance of the EP FEATURES. The PARTIES agree that, in contrast to the HOST SW FEATURES, this user interface software will not run on the MR host but on a separate computer.
- 3.5 During the development of the HOST SW FEATURES risks may be identified which need to be addressed by MRI INTERVENTIONS in their COMMERCIAL SOFTWARE. SIEMENS shall be obliged to communicate such risks in written documentation of the HOST SW FEATURES. MRI INTERVENTIONS shall be obliged to appropriately handle these risks.
- 3.6 SIEMENS shall cause its AFFILIATES to take any and all actions necessary to fulfill SIEMENS' obligations and to give MRI INTERVENTIONS the full benefit of its rights, set forth in Article 3.

Article 4 - SUPPORT AND TESTING FOR MRI INTERVENTIONS PRODUCTS

- 4.1 To support MRI INTERVENTIONS' development and testing of the COMMERCIAL SOFTWARE and corresponding devices, SIEMENS will release, at SIEMENS' own cost, (a) the [***] of the HOST SW FEATURES with European and US regulatory approvals only and (b) a compatible EP FEATURES user interface (without regulatory approval).

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 4.2 To support MRI INTERVENTIONS' development and testing of the COMMERCIAL SOFTWARE and at MRI INTERVENTIONS' cost, SIEMENS will provide MRI INTERVENTIONS until the end of the COMMERCIALIZATION TERM with (a) design documentation for the EP FEATURES and other SOFTWARE FEATURES, (b) the reasonable support as described in Annex 5 (provided that, upon the expiration of the COMMERCIALIZATION TERM, MRI INTERVENTIONS shall not be required to return to SIEMENS any of the items described in this Section 4.2 or set forth in Annex 5), provided that MRI INTERVENTIONS will not use these items for any other purposes than described in this DEVELOPMENT AGREEMENT and MRI INTERVENTIONS shall not disclose these items to any third party without the prior written permission by SIEMENS.
- 4.3 SIEMENS will reserve and provide MRI INTERVENTIONS [***] dedicated to MRI INTERVENTIONS and exclusively for MRI INTERVENTIONS' use for the connection of their catheters with the MAGNETOM SYSTEMS.
- 4.4 At MRI INTERVENTIONS' cost, SIEMENS will, until the end of the COMMERCIALIZATION TERM, provide MRI INTERVENTIONS with information, instructions, specifications and test procedures in order to reasonably support MRI INTERVENTIONS with the connection of its catheters to the MAGNETOM SYSTEMS. For the avoidance of doubt, any information, instructions, specifications and test procedures provided by SIEMENS pursuant to this Section 4.4 shall be regarded as CONFIDENTIAL INFORMATION and shall not be disclosed by MRI INTERVENTIONS to any third party without the prior written permission by SIEMENS.

To the extent MRI INTERVENTIONS needs to obtain any hardware components (i.e. [***) in order to connect its catheters to the MAGNETOM SYSTEMS, SIEMENS shall sell such components to MRI INTERVENTIONS on SIEMENS' standard terms or otherwise provide assistance to MRI INTERVENTIONS in sourcing those components.

The purpose of the foregoing is [***]. Any further support, if any, and contractual conditions under which SIEMENS performs such further support shall be agreed in a separate written agreement.

In addition to the foregoing, MRI INTERVENTIONS also may, at its own cost, work with a third party to obtain [***], provided that SIEMENS has given its prior written approval (such approval not to be unreasonably withheld, delayed or conditioned). However, the PARTIES agree that MRI INTERVENTIONS may not disclose any CONFIDENTIAL INFORMATION or any other information or loaned items provided by SIEMENS to any third party without prior written approval from SIEMENS.

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- 4.5 If and to the extent mutually agreed between the PARTIES in a separate agreement SIEMENS will support MRI INTERVENTIONS at MRI INTERVENTIONS' costs in INFLUENCE TESTING with information, access to experts and scanner time for
MAGNETOM SYSTEMS. For the avoidance of doubt, neither PARTY shall be obligated to conclude such an agreement.
- 4.6 SIEMENS agrees to maintain technical compatibility of the HOST SW FEATURES (for the MAGNETOM SYSTEMS) with the COMMERCIAL SOFTWARE for the term of this DEVELOPMENT AGREEMENT. The PARTIES agree that the COMMERCIAL SOFTWARE shall run on a separate host computer and not on the Siemens MRI system host.
- 4.7 SIEMENS shall cause its AFFILIATES to take any and all actions necessary to fulfill SIEMENS' obligations, and to give MRI INTERVENTIONS the full benefit of the rights, set forth in Article 4.
- 4.8 The PARTIES agree that MRI INTERVENTIONS shall be responsible for any damages caused by the combined use of MRI INTERVENTIONS' catheters with a MAGNETOM SYSTEM and shall indemnify SIEMENS of any third party claims, including legal fees, resulting therefrom. Any further details shall be agreed between the PARTIES in writing.

Article 5 - PAYMENT

- 5.1 MRI INTERVENTIONS shall pay to SIEMENS the one-time sum of US\$722,250, plus any and all applicable sales taxes as required by law, for the portion of the WORK performed by SIEMENS according to Section 3.1. SIEMENS will invoice these costs according to Annex 3.

In addition MRI INTERVENTIONS shall

- a) pay to SIEMENS on a time and material basis the costs necessary to perform the support mentioned under Section 4.2 and Section 4.4;
- b) reimburse SIEMENS any costs for scanning time at US sites requested by MRI INTERVENTIONS (for MRI INTERVENTIONS' testing) and paid for by SIEMENS;

these costs, plus any and all applicable sales taxes as required by law, will be invoiced by SIEMENS on a quarterly basis.

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5.2 Payment shall be due within 30 days after issuance of an invoice by SIEMENS.

Article 6 - BACKGROUND RIGHTS

6.1 To the extent MRI INTERVENTIONS is not prevented from doing so under pre-existing agreements, SIEMENS shall have a non-exclusive, non-transferable right to use the MRI INTERVENTIONS RIGHTS in order to develop, manufacture, import, offer for sale, market, sell, lease or otherwise distribute or exploit the SOFTWARE FEATURES and HOST SW FEATURES and/or any other software developed by or on behalf of SIEMENS and/or any of its AFFILIATES

- (i) during the EXCLUSIVITY PERIOD within the EXCLUSIVITY FIELD (in each case notwithstanding a termination pursuant to Section 9.9 below), solely for use with MRI INTERVENTIONS' catheters
- (ii) after the EXCLUSIVITY PERIOD or outside the EXCLUSIVITY FIELD, also for use with other catheters

Such right shall be sublicensable only to SIEMENS' AFFILIATES and third party contractors with which SIEMENS or its AFFILIATES has contracted to provide software development services on behalf of SIEMENS or its AFFILIATES.

6.2 To the extent SIEMENS and/or any of its AFFILIATES is not prevented from doing so under pre-existing agreements, MRI INTERVENTIONS shall have a non-exclusive, non-transferable right to use the SIEMENS RIGHTS in order to develop, manufacture, import, offer for sale, market, sell, lease or otherwise distribute or exploit COMMERCIAL SOFTWARE and/or other software developed by or on behalf of MRI INTERVENTIONS and/or any of its AFFILIATES

- (i) during the EXCLUSIVITY PERIOD within the EXCLUSIVITY FIELD (in each case notwithstanding a termination pursuant to Section 9.9 below), solely for use with Siemens MRI systems
- (ii) after the EXCLUSIVITY PERIOD or outside the EXCLUSIVITY FIELD, also for use with other MRI systems.

Such right shall be sublicensable only to MRI INTERVENTIONS AFFILIATES and third party contractors with which MRI INTERVENTIONS or its AFFILIATES has contracted to provide software development services on behalf of MRI INTERVENTIONS or its AFFILIATES. SIEMENS shall cause its AFFILIATES to take such actions which are reasonably necessary to give MRI INTERVENTIONS the full benefit of the right described in this Section 6.2 with respect to SIEMENS RIGHTS owned by such AFFILIATES.

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- 6.3 No implied right or license is granted hereunder by either PARTY to any third party.
- 6.4 Neither PARTY represents, warrants or guarantees that the other PARTY may develop, manufacture, import, offer for sale, market, sell, lease or otherwise distribute or exploit (hereinafter "USE") the SOFTWARE FEATURES, HOST SW FEATURES or the COMMERCIAL SOFTWARE without infringing third party rights. Therefore each PARTY is under a duty to verify itself whether its USE of the SOFTWARE FEATURES, HOST SW FEATURES or COMMERCIAL SOFTWARE conflicts with third party rights, including but not limited to industrial or intellectual property rights.

Article 7 - RIGHTS UNDER RESULTS

- 7.1 The RESULTS shall upon their generation become the sole and unlimited property of SIEMENS. In case the RESULTS consist of inventions, SIEMENS shall have therefore the exclusive right, at its cost and expense, to seek at its own discretion and in its own name – in accordance with the applicable legal regulations – for IPR in any desired country, and to continue or to waive these patents, patent applications and copyrights, as well as other forms of statutory protection rights.

In case the RESULTS are protected by copyrights, SIEMENS shall have the transferable, perpetual, worldwide and exclusive right to use, have used or sublicense such copyrights for all types of use, in unmodified or modified form. The types of use include in particular – but are not limited to – the reproduction, distribution, exhibition, public oral presentation, performance and broadcasting of these RESULTS.

MRI INTERVENTIONS shall have no rights to use the RESULTS except as contemplated under this DEVELOPMENT AGREEMENT.

- 7.2 For the avoidance of any doubt, in no event shall the COMMERCIAL SOFTWARE constitute RESULTS. The COMMERCIAL SOFTWARE shall be owned by MRI INTERVENTIONS. Any and all methods, processes, know-how, proprietary information, trade secrets, technology, designs, digital codes, anonymized clinical data, software, inventions, innovations and improvements made by MRI INTERVENTIONS in the development of the COMMERCIAL SOFTWARE, whether or not protected or protectable by patents, patent applications and copyrights, as well as other forms of statutory protection rights, shall upon their generation become the sole and unlimited property of MRI INTERVENTIONS.

SIEMENS shall have no rights to use the COMMERCIAL SOFTWARE except as contemplated under this DEVELOPMENT AGREEMENT.

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Article 8 - LIABILITY

- 8.1 SIEMENS does not represent, warrant or guarantee that the SOFTWARE FEATURES, HOST SW FEATURES mentioned under Article 3, [***] or any other deliverables or services performed by SIEMENS and/ or its AFFILIATES under this DEVELOPMENT AGREEMENT are free from third party rights, including but not limited to industrial or intellectual property rights or that they are fit for a specific purpose; any malfunction related to HOST SW FEATURES will be rectified by SIEMENS according to the SIEMENS internal product development process.
- 8.2 In case SIEMENS does not meet the dates and deadlines agreed in this DEVELOPMENT AGREEMENT and provided that SIEMENS has received from MRI INTERVENTIONS the requested TEST DEVICES and other necessary information as well as the agreed payments on time and only if MRI INTERVENTIONS has fulfilled the conditions and duties to assist under this DEVELOPMENT AGREEMENT on time or if no date has been agreed, upon reasonable request without undue delay SIEMENS shall not be relieved from its obligations but the periods shall be extended according to SIEMENS product development process.
- 8.3 In no event shall SIEMENS liability hereunder exceed the actual loss or damage sustained by MRI INTERVENTIONS, up to the amount of the contract value; provided, however, that the foregoing limitation of liability shall not apply to (i) claims for bodily injury or death or damages to real property or tangible personal property to the extent arising from SIEMENS' negligence or a product defect, or (ii) cases of willful misconduct or gross negligence, or (iii) Siemens breach of the exclusivity provisions in Article 9.2 or (iv) Siemens financial obligations described in Article 11.5.
- 8.4 Neither PARTY shall be liable to the other PARTY for any loss of use, revenue or anticipated profits; cost of substitute products or services; loss of stored or transmitted or recorded data; or for any indirect, incidental, unforeseen, special, punitive or consequential damages whether based on contract, tort (including negligence), strict liability or any other theory or form of action, even if the other PARTY has been advised of the possibility thereof, arising out of or in connection with this DEVELOPMENT AGREEMENT. The foregoing is a separate, essential term of this DEVELOPMENT AGREEMENT and shall be effective upon failure of any remedy, exclusive or not.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 8.5 Notwithstanding any provision herein to the contrary, each PARTY hereby agrees and confirms that, in addition to any other remedies which may be available under this DEVELOPMENT AGREEMENT or at law or in equity, each PARTY will have the right to have all obligations, undertakings, covenants and other provisions of this DEVELOPMENT AGREEMENT specifically performed and will have the right to seek preliminary and permanent injunctive relief to secure specific performance and to prevent a breach or contemplated breach of this DEVELOPMENT AGREEMENT.

Article 9 - EXCLUSIVITY

- 9.1 MRI INTERVENTIONS intends to commercialize (i.e., to sale, distribute and hold on the market as well as perform reasonable marketing for) the COMMERCIAL SOFTWARE within the European Union and the US.
- 9.2 Provided that MRI INTERVENTIONS releases the COMMERCIAL SOFTWARE and active catheters within the European Union and/ or the US by the later to occur of (i) six months after the end of the COMMERCIALIZATION TERM or (ii) June 30, 2016, SIEMENS shall not, and shall not permit any of its AFFILIATES to, during the EXCLUSIVITY PERIOD within the EXCLUSIVITY FIELD
- 9.2.1 provide [***] or any other physical connection for catheters for commercial use to (or for the benefit of) any COMMERCIAL PARTY other than MRI INTERVENTIONS (for avoidance of any doubt, the term “commercial use” shall include, but is not limited to, use in a clinical study or trial, if the data from such study or trial will be used to seek any approval or clearance under applicable medical device law)
- 9.2.2 optimize MR TRACKING methods within the HOST SW FEATURES (e.g. using cross correlation algorithms) for catheters other than MRI INTERVENTIONS’ catheters
- 9.2.3 make available research prototypes ([**]) with MR TRACKING to support the development efforts of any COMMERCIAL PARTY other than MRI INTERVENTIONS, or provide such research prototypes to any site using active catheters from a COMMERCIAL PARTY other than MRI INTERVENTIONS
- 9.2.4 OEM supply any COMMERCIAL PARTY other than MRI INTERVENTIONS with [***], or, except in MRI INTERVENTIONS’ case, permit SIEMENS’ [***] to be used in combination with a COMMERCIAL PARTY’S active catheters for commercial use

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 9.2.5 provide the EP FEATURES to any COMMERCIAL PARTY or to any site that is using active catheters from a COMMERCIAL PARTY other than MRI INTERVENTIONS
- 9.2.6 designate or refer to any other party as an MRI therapy partner of choice (or the equivalent thereof) in the EXCLUSIVITY FIELD
- 9.2.7 enter into a co-marketing, co-promotion or other similar agreement or relationship with, or otherwise provide marketing or promotional support for, any COMMERCIAL PARTY other than MRI INTERVENTIONS
- 9.2.8 create or maintain a scientific advisory board (or the equivalent thereof) with any COMMERCIAL PARTY other than MRI INTERVENTIONS

SIEMENS shall cause its AFFILIATES to take any and all actions necessary to fulfill SIEMENS' obligations, and to give MRI INTERVENTIONS the full benefit of the rights, set forth in this Section 9.2.

- 9.3 The intent of the foregoing is for MRI INTERVENTIONS to have the exclusive right to commercialize MRI-guided catheter-based cardiac electrophysiology with active device tracking, for a commercially relevant period of time. For the sake of clarity, SIEMENS may, subject to the provisions of Section 6.1
 - 9.3.1 provide [***] or any other physical connection for active catheters in the EXCLUSIVITY FIELD for research projects, provided that "research projects" shall not include any clinical study or trial if the data from such study or trial will be used to seek any approval or clearance under applicable medical device law
 - 9.3.2 provide catheter-based treatment of cardiac arrhythmias not featuring MR TRACKING, whether for commercial and non-commercial use
 - 9.3.3 provide any party that part of the IFE that does not include the EP FEATURES, whether for commercial and non-commercial use
- 9.4 [***]

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 9.5 In case MRI INTERVENTIONS does not fulfill its obligations under this DEVELOPMENT AGREEMENT and provided that SIEMENS (i) has made MRI INTERVENTIONS aware thereof, (ii) has given MRI INTERVENTIONS a grace period of sixty (60) days to rectify this default, and (iii) has fulfilled its obligations under this DEVELOPMENT AGREEMENT, SIEMENS may terminate the provisions set forth in this Article 9 by giving written notice to MRI INTERVENTIONS, provided such written notice is given within ten (10) days after the expiration of the 60-day grace period.
- 9.6 Once its active catheters and COMMERCIAL SOFTWARE are commercially available in a particular jurisdiction, MRI INTERVENTIONS shall maintain such commercial availability in order to meet the market demand on the MAGNETOM SYSTEMS in that jurisdiction. In the event MRI INTERVENTIONS fails to maintain such commercial availability, and such failure is not caused by SIEMENS' acts or omissions or by a force majeure event, then SIEMENS shall have the right to terminate the provisions of this Article 9 with respect to that particular jurisdiction only.
- 9.7 Upon MRI INTERVENTIONS' reasonable request from time to time, SIEMENS shall provide MRI INTERVENTIONS with a list of all sites to which SIEMENS or any of its AFFILIATES has provided (i) a research prototype ([***) with MR TRACKING, and/or (ii) the EP FEATURES.
- 9.8 MRI INTERVENTIONS shall not, and shall not permit any of its AFFILIATES to, during the EXCLUSIVITY PERIOD within the EXCLUSIVITY FIELD, provide to (or for the benefit of) any third party active catheters featuring MR TRACKING for commercial use that are intended to be used with a non-Siemens MRI system (for avoidance of any doubt, the term "commercial use" shall include, but is not limited to, use in a clinical study or trial, if the data from such study or trial will be used to seek any approval or clearance under applicable medical device law).

For the sake of clarity, MRI INTERVENTIONS may, subject to the provisions of Section 6.2, (i) sell or otherwise provide active catheters in the EXCLUSIVITY FIELD for research projects, provided that "research projects" shall not include any clinical study or trial if the data from such study or trial will be used to seek any approval or clearance under applicable medical device law; and (ii) provide active catheters outside the EXCLUSIVITY FIELD, whether for commercial and non-commercial use.

[***) Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 9.9 Either PARTY may terminate the provisions set forth in this Article 9 by giving written notice to the other PARTY within thirty (30) days after
- (i) 12 months after the end of the COMMERCIALIZATION TERM, or
 - (ii) 24 months after the end of the COMMERCIALIZATION TERM

In case SIEMENS terminates the provisions set forth in this Article 9 according to this Section 9.9, (i) SIEMENS shall pay to MRI INTERVENTIONS an amount of 700,000.00 USD in the event SIEMENS terminates within the thirty (30) day period after 12 months after the end of the COMMERCIALIZATION TERM, and (ii) SIEMENS shall pay to MRI INTERVENTIONS an amount of 350,000.00 USD in the event SIEMENS terminates within the thirty (30) day period after 24 months after the end of the COMMERCIALIZATION TERM. In the event a PARTY gives notice of termination outside the time periods set forth above, such notice shall have no force or effect.

Article 10 - OEM SUPPLY AGREEMENT, CO-MARKETING AGREEMENT

The PARTIES intent to enter into good faith discussions with regard to the conclusion of (i) an OEM-supply agreement (for supply of [***] and further components), which also addresses quality management and service obligations and (ii) a Co-Marketing agreement. For the sake of clarity, any supply of [***] and other components, the provision of services, the quality management and the co-marketing shall be expressly subject to said OEM-supply agreement and Co-Marketing agreement and no PARTY shall be obligated to conclude such agreements.

Article 11 - TERM

- 11.1 This DEVELOPMENT AGREEMENT shall come into force upon signing by both PARTIES and shall be valid until the expiration of the POST-COMMERCIALIZATION TERM, unless earlier terminated as provided herein.
- 11.2 Termination shall be made in writing.
- 11.3 This DEVELOPMENT AGREEMENT may be terminated by either PARTY at any time upon giving not less than ninety (90) days prior written notice to the other PARTY if the other PARTY substantially defaults in the performance of this DEVELOPMENT AGREEMENT and does not remedy the default within the 90-day period following such written notice.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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- 11.4 Upon termination of this DEVELOPMENT AGREEMENT SIEMENS shall make a final invoice for the WORK performed but not already paid by MRI INTERVENTIONS.
- 11.5 Notwithstanding the foregoing, in case SIEMENS terminates this DEVELOPMENT AGREEMENT according to Section 2.1, SIEMENS shall pay to MRI INTERVENTIONS an amount equal to the sum of (i) all payments MRI INTERVENTIONS has already made according Section 5.1 of this DEVELOPMENT AGREEMENT and (ii) the payments made by MRI INTERVENTIONS under the AGREEMENT, within 45 calendar days after the termination.

Articles 6 through 8, Sections 11.4 and 11.5 (to the extent applicable), this Section 11.6, and Articles 12 through 14 shall remain unaffected and kept in full force even after expiration or termination of this DEVELOPMENT AGREEMENT. In addition, if European product release of the HOST SW FEATURES has already occurred at the time of termination, then the second through fifth sentences of Section 3.1 and Section 3.6 (to the extent applicable to Section 3.1) shall also remain unaffected and kept in full force even after expiration or termination of this DEVELOPMENT AGREEMENT; provided, however, that SIEMENS shall not be obligated to conclude any agreement on the provision of an Article 12 MDD certificate as contemplated in Section 3.1, or to perform any testing in connection therewith, unless the termination resulted from SIEMENS' default in the performance of this DEVELOPMENT AGREEMENT.

Article 12 - CONFIDENTIALITY

- 12.1 Each PARTY will maintain CONFIDENTIAL INFORMATION received by the other PARTY in confidence and will use such CONFIDENTIAL INFORMATION solely for the purposes of this DEVELOPMENT AGREEMENT, provided, however, that such PARTY may disclose such information to its officers, AFFILIATES, and those of its employees and subcontractors who need to know it for the purposes of this DEVELOPMENT AGREEMENT. Each PARTY shall impose on its officers, AFFILIATES, and its employees and subcontractors obligations no less stringent than such PARTY'S confidentiality obligations under this DEVELOPMENT AGREEMENT, and each PARTY will be responsible for any violation of such PARTY's confidentiality obligations under this DEVELOPMENT AGREEMENT by any of its officers, AFFILIATES, employees or subcontractors.
- 12.2 Neither PARTY shall be liable for disclosure and/or any use of CONFIDENTIAL INFORMATION as described in Section 12.1 above insofar as such information

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- 12.2.1 is in, or becomes part of, the public domain other than through a breach of this DEVELOPMENT AGREEMENT by such PARTY or such PARTY's officers, AFFILIATES, employees or subcontractors;
- 12.2.2 is already known to such PARTY at or before the time it receives the same from the other PARTY or is disclosed to such PARTY by a third party as a matter of right;
- 12.2.3 is lawfully obtained by the receiving PARTY from a third party without an obligation of confidentiality;●
- 12.2.4 is independently developed by such PARTY without the benefit of CONFIDENTIAL INFORMATION received from the other PARTY, unless received under the exceptions set out in this Section 12.2
- 12.2.5 is required to be disclosed by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the disclosing PARTY so as to give the disclosing PARTY an opportunity to intervene or
- 12.2.6 is disclosed and/or used by such PARTY with the prior written consent of the other PARTY.

Article 13 - SUBSTANTIVE LAW

This DEVELOPMENT AGREEMENT shall be governed by the laws of the Commonwealth of Pennsylvania. Each of the PARTIES expressly waives all rights to a jury trial in connection with any dispute under this DEVELOPMENT AGREEMENT.

Article 14 - Miscellaneous

- 14.1 SIEMENS acknowledges that MRI INTERVENTIONS has certain public disclosure obligations with respect to this DEVELOPMENT AGREEMENT that are imposed by US securities laws and the rules and regulations of the US Securities and Exchange Commission promulgated thereunder, to the extent they are mandatory. Nevertheless, MRI INTERVENTIONS will provide SIEMENS prior to any public disclosure the documents it intends to disclose to give SIEMENS the possibility to review and suggest amendments to protect its CONFIDENTIAL INFORMATION.

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14.2 If any term or provision of this DEVELOPMENT AGREEMENT is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this DEVELOPMENT AGREEMENT or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a final determination that any term or provision is invalid, illegal or unenforceable, the PARTIES will negotiate in good faith to modify this DEVELOPMENT AGREEMENT to effect the original intent of the PARTIES as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.3 The PARTIES shall abide by the applicable export license regulations of the respective country(ies).

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MRI Interventions, Inc.

Place, Date: 21 Feb 2014

Memphis, TN USA

/s/ Kimble Jenkins

Name:

Kimble Jenkins
(Print)

Title:

CEO

/s/ Oscar Thomas

Name:

Oscar Thomas
(Print)

Title:

VP, Business Affairs

Siemens Medical Solutions USA, Inc.

Place, Date: 20 Feb 2014

Malvern, PA USA

/s/ Gregory Sorensen, MD

Name:

Gregory Sorensen, MD
(Print)

Title:

President and CEO

/s/ Christine H. Lorenz, PhD

Name:

Christine H. Lorenz, PhD
(Print)

Title:

VP Collaborations (Acting)

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Annex 1: HOST SW FEATURES

SIEMENS shall develop the following HOST SW FEATURES to support the aim identified in the Preamble.

[***]

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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Annex 2: TEST DEVICES

[To be agreed between the PARTIES]

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Annex 3: MILESTONE PLAN AND PAYMENT OF COSTS

[***]

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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Annex 4: EP FEATURES

[***]

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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Annex 5: SUPPORT WITH DEVELOPMENT OF COMMERCIAL SOFTWARE

[***]

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), is dated as of the 19th day of March, 2014, by and between (i) **BOSTON SCIENTIFIC NEUROMODULATION CORPORATION**, a Delaware corporation ("Purchaser"), and (ii) **MRI INTERVENTIONS, INC.**, a Delaware corporation ("Seller"). Boston Scientific Corporation, a Delaware corporation ("BSC"), and Cardiac Pacemakers, Inc., a Minnesota corporation ("CPI"), both of which are Affiliates of Purchaser, join in the execution of this Agreement for the limited purposes set forth below. Certain capitalized terms used herein are defined in Section 7.2 hereof.

WHEREAS, Purchaser wishes to purchase, and Seller wishes to sell, certain of Seller's intellectual property assets, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Purchaser and Seller agree as follows:

**ARTICLE I
PURCHASE AND SALE OF ASSETS**

1.1 Sale and Purchase of Assets. On the terms and subject to the conditions and other provisions set forth in this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of Seller's right, title and interest in and to all of the following intellectual property or proprietary rights (the "Transferred Intellectual Property"):

(i) United States patent application [***] entitled [***] and the patent issuing therefrom;

(ii) United States patent application [***] entitled [***] and the patent issuing therefrom;

(iii) all foreign patent applications, and the patents issuing therefrom, corresponding to the intellectual property set forth in foregoing clauses (i) and (ii);

(iv) any and all related United States and foreign provisionals, continuations, divisions, continuations-in-part, extensions, renewals, reissues, revivals, reexaminations and extensions thereof, any national phase PCT applications, any PCT international applications, and all foreign counterparts, and any and all patents issuing therefrom, corresponding to the intellectual property set forth in foregoing clauses (i), (ii) and (iii); and

(v) all remedies against infringements of the intellectual property set forth in foregoing clauses (i), (ii), (iii) and (iv), rights to protection of interests therein, all income, royalties and payments receivable in respect thereof, and all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind with respect thereto (including all damages and payments for past, present or future infringement or misappropriation of such intellectual property, the right to sue and recover for past infringements or misappropriations of such intellectual property, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to any such intellectual property).

The Transferred Intellectual Property described in the foregoing clauses (i), (ii), (iii) and (iv) includes the intellectual property listed on Schedule 1.1 hereto.

1.2 Assumption of Liabilities. Purchaser is not assuming (and nothing in this Agreement shall be construed as causing or requiring Purchaser to assume), and will not be liable for, any debts, liabilities, payables, commitments, and/or obligations of any kind or nature whatsoever of Seller, whether absolute or contingent, liquidated or unliquidated, secured or unsecured, and whether or not accrued, matured, known or suspected, or related to or arising from the Transferred Intellectual Property, and whether existing on or arising after the Closing Date or, regardless of when asserted, related to periods prior to the Closing Date (all of such liabilities, the "Retained Liabilities"). Seller shall remain fully and solely liable with respect to all of the Retained Liabilities. For the avoidance of doubt, Retained Liabilities shall not include patent prosecution and maintenance costs, expenses and fees related to the Transferred Intellectual Property ("Patent Prosecution Costs"), whether arising prior to the Closing Date under the BSN Agreements or CPI Agreements or arising after the Closing Date. Purchaser and its Affiliates shall be, and shall remain, responsible for such Patent Prosecution Costs.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

1.3 Purchaser License Agreement. The Transferred Intellectual Property described in clauses (i) – (iv) in Section 1.1 above will be subject to a license to be granted by Purchaser to Seller pursuant to a Purchaser License Agreement, in substantially the form attached hereto as Exhibit A, limited to the field described in such Purchaser License Agreement.

1.4 Closing Date Consideration. The purchase price for the Transferred Intellectual Property (the “Purchase Price”) shall be Four Million Three Hundred Thirty Eight Thousand Six Hundred One and 24/100 Dollars (\$4,338,601.24). The Purchase Price shall be paid at Closing, in consideration for the sale of the Transferred Intellectual Property to Purchaser and subject to the terms and conditions set forth herein, by cancellation of all obligations owing by Seller to BSC pursuant to (i) the Amended and Restated Secured Convertible Promissory Note dated October 16, 2009 and restated February 2, 2012 in the principal amount of \$2,492,931.51, (ii) the Amended and Restated Secured Convertible Promissory Note dated November 17, 2009 and restated February 2, 2012 in the principal amount of \$926,893.15 and (iii) the Amended and Restated Secured Convertible Promissory Note dated December 18, 2009 and restated February 2, 2012 in the principal amount of \$918,776.58 (collectively, the “Notes”). Accordingly, upon the Closing, all of Seller’s obligations under the Notes shall be cancelled.

1.5 Release and Discharge of Liens. Upon the Closing, all encumbrances and liens on, all pledges of, and all security interests in, any and all assets, properties and rights of Seller securing Seller’s obligations under the Notes (the “BSC Liens”) shall be released and discharged in all respects.

1.6 Transfer Documents. At the Closing, Purchaser and Seller will enter into the following additional agreements (the “Transfer Documents”):

- (a) an Assignment of Patents and Patent Applications, in substantially the form attached hereto as Exhibit B; and
- (b) a Bill of Sale and Assignment, in substantially the form attached hereto as Exhibit C.

1.7 Amendments. At the Closing, Seller and each of Purchaser and CPI, as applicable, will enter into the following additional agreements (the “Amendments”) pursuant to which (i) all payment obligations by Purchaser and CPI to Seller pursuant to the BSN Agreements or the CPI Agreements shall be cancelled, except to the extent required under Seller’s pre-existing licenses from The Johns Hopkins University and (ii) the licenses granted by Seller to each of Purchaser and CPI as applicable, shall be royalty- and milestone-free with respect to licensed technology owned or controlled by Seller (subject to such licenses from The Johns Hopkins University):

- (a) an Amendment to the CPI Agreements, in substantially the form attached hereto as Exhibit D; and

(b) an Amendment to the BSN Agreements, in substantially the form attached hereto as Exhibit E.

1.8 Closing. The closing of the sale of the Transferred Intellectual Property to Purchaser and the related transactions contemplated by this Agreement (the "Closing") shall be held at the offices of Latham & Watkins LLP, 200 Clarendon Street, Boston, Massachusetts (or such other manner, date, time or place as the parties may agree, including remotely via the exchange of documents and signatures) on the date hereof (the "Closing Date").

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

2.1 Organization, Good Standing and Qualification. Seller (i) is a corporation validly existing and in good standing under the laws of Delaware and (ii) has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement, and to perform its obligations under, and carry out the provisions of, this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement.

2.2 Authorization; Binding Obligations; Governmental Consents.

(a) All corporate action on the part of Seller, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement, and the performance of all obligations of Seller hereunder and thereunder, has been taken. This Agreement is and the Transfer Documents, the Amendments and the Purchaser License Agreement will be, upon execution and delivery in connection with the Closing, valid and legally binding obligations of Seller, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) Other than filings required to be made with the U.S. Patent and Trademark Office to assign the Transferred Intellectual Property, no consent, approval, permit, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority on the part of Seller is required in connection with the execution and delivery of this Agreement, the Transfer Documents, the Amendments or the Purchaser License Agreement and the consummation of the transactions contemplated hereby or thereby.

2.3 Compliance with Other Instruments. The execution, delivery and performance of this Agreement will not result in any violation of Seller's certificate of incorporation or bylaws, or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any provision, instrument, judgment, order, writ, decree or material contract, or result in the creation of any mortgage, pledge, lien, charge or encumbrance upon any of the properties or assets of Seller or the suspension, revocation, impairment, forfeiture, or nonrenewal of any permit, license, authorization, or approval applicable to the business, operations or any of the assets or properties of Seller.

2.4 Compliance with Law. The execution, delivery and performance of this Agreement do not conflict with, or result in any breach of any provision of, any law, regulation or order applicable to Seller.

2.5 Third Party Consents. No permit, approval, authorization or consent of any Third Party (excluding Governmental Authorities) is required in connection with the execution, delivery and performance by Seller of this Agreement, the Transfer Documents, the Amendments or the Purchaser License Agreement, or the consummation of the transactions contemplated hereby or thereby, other than any such permit, approval, authorization or consent that has been obtained prior to the date of this Agreement.

2.6 Title to Assets. Seller is the lawful owner of and has good and valid title to all of the Transferred Intellectual Property, and has the full right to sell, convey, transfer, assign and deliver the Transferred Intellectual Property to Purchaser. All of the Transferred Intellectual Property is entirely free and clear of any and all liens and encumbrances of Third Parties. Upon the Closing, Seller will convey the Transferred Intellectual Property to Purchaser, and Purchaser will have good and valid title to all of the Transferred Intellectual Property, free and clear of all liens and encumbrances arising from or under Seller.

2.7 Intellectual Property.

(a) Subject to the existing right, title and interest of Purchaser and CPI, as applicable, in the Transferred Intellectual Property, Seller is the sole owner of the entire right, title and interest in and to the Transferred Intellectual Property. Seller has not granted any license or other right to any Third Party with respect to the Transferred Intellectual Property.

(b) No action or claim has been asserted or is pending or, to Seller's knowledge, threatened in writing by any person alleging that the use of the Transferred Intellectual Property interferes with, conflicts with, infringes upon, misappropriates or otherwise violates the intellectual property rights of any Third Party. Seller has no present knowledge from which it could reasonably conclude that the Transferred Intellectual Property is invalid or unenforceable, and, to Seller's knowledge, the same has not been adjudged invalid or unenforceable in whole or in part. No claims or actions are pending or, to Seller's knowledge, threatened in writing against Seller based upon or challenging or seeking to deny or restrict the ownership by Seller of any of the Transferred Intellectual Property. To the knowledge of Seller, no person is engaging in any activity that infringes or misappropriates the Transferred Intellectual Property.

(c) Seller has not agreed and is not otherwise obligated to indemnify or agree or otherwise obligated to a covenant not to sue any Third Party for or against any infringement, misappropriation, or other violation with respect to any Transferred Intellectual Property. Seller is not obligated to provide any consideration (whether financial or otherwise) or account to any Third Party with respect to any exercise of rights by Seller, or any successor to Seller, in any Transferred Intellectual Property.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Seller as follows:

3.1 Organization, Good Standing and Qualification. Purchaser is a corporation validly existing and in good standing under the laws of the State of Delaware. Each of Purchaser, BSC and CPI has all requisite corporate power and authority to carry on its business as now conducted, to own and operate its properties and assets, to execute and deliver this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement, as applicable, and to perform its obligations under, and carry out the provisions of, this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement, as applicable.

3.2 Authorization; Binding Obligations; Governmental Consents.

(a) All corporate action on the part of Purchaser, BSC, CPI and their respective officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement, and the performance of all obligations of hereunder and thereunder, have been taken. This Agreement is a valid and legally binding obligation of Purchaser (and BSC and CPI, for the limited purposes for which they join in the execution of this Agreement) enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(b) No consent, approval, permit, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority on the part of Purchaser, BSC or CPI is required in connection with the execution and delivery of this Agreement, the Transfer Documents, the Amendments or the Purchaser License Agreement and the consummation of the transactions contemplated hereby or thereby (other than customary notice filings with the Delaware Secretary of State and the U.S. Patent and Trademark Office to evidence the release and discharge of the BSC Liens upon the Closing).

3.3 Compliance with Other Instruments. The execution, delivery and performance of this Agreement will not result in any violation of Purchaser's certificate of incorporation or bylaws, or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any provision, instrument, judgment, order, writ, decree or material contract, or result in the creation of any mortgage, pledge, lien, charge or encumbrance upon any of the properties or assets of Purchaser or the suspension, revocation, impairment, forfeiture, or nonrenewal of any permit, license, authorization, or approval applicable to the business, operations or any of the assets or properties of Purchaser.

3.4 Compliance with Law. The execution, delivery and performance of this Agreement do not conflict with, or result in any breach of any provision of, any law, regulation or order applicable to Purchaser, BSC or CPI.

3.5 Third Party Consents. No permit, approval, authorization or consent of any Third Party (excluding Governmental Authorities) is required in connection with the execution, delivery and performance by Purchaser, BSC or CPI, as applicable, of this Agreement, the Transfer Documents, the Amendments or the Purchaser License Agreement, or the consummation of the transactions contemplated hereby or thereby.

ARTICLE IV ADDITIONAL AGREEMENTS

4.1 Further Assurances. In case, at any time after the Closing Date, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each of Seller and Purchaser shall use their commercially reasonable best efforts to take, or cause to be taken, all such action. Without limiting the foregoing, Seller hereby agrees with Purchaser that, following the Closing Date, Seller will execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further transfers, assignments and conveyances, powers of attorney and assurances for selling, transferring, assigning, conveying and confirming to Purchaser the Transferred Intellectual Property or for aiding and assisting in collecting or reducing to possession, any or all of the Transferred Intellectual Property, as Purchaser shall reasonably request. To the extent the Transferred Intellectual Property includes non-United States patents and patent applications, Seller will deliver to Purchaser's representatives executed documents in a form as may be required in the non-U.S. jurisdiction in order to perfect the assignment to Purchaser of the non-U.S. patents and patent applications.

4.2 Public Announcements. Seller shall not issue any press release or otherwise make any public statement or announcement with respect to this Agreement, the Amendments, the Purchaser License Agreement or the acquisition contemplated hereby and related transactions, without the written consent of Purchaser. Notwithstanding the foregoing, Seller is permitted (a) to file a Form 8-K in the form attached hereto as Exhibit F, (b) to make public statements regarding the content of such Form 8-K to investors and in earnings calls consistent with the disclosure set forth in such Form 8-K, (c) to include written disclosure in the Company's reports filed from time to time with the Securities and Exchange Commission that is consistent with the disclosure set forth in such Form 8-K, and (d) to file this Agreement, the Purchaser License Agreement and the Amendments as exhibits to Seller's next Form 10-Q so long as Seller requests confidential treatment with respect to such documents which is reasonably acceptable to Purchaser.

4.3 Release Documents. Promptly following the Closing, Purchaser shall deliver, or cause to be delivered, to Seller UCC-3 termination statements and releases of the BSC Liens to be filed with the US Patent and Trademark Office.

ARTICLE V CLOSING DELIVERIES

5.1 Closing Deliveries of Seller. At the Closing, Seller shall deliver to Purchaser:

- (a) executed counterpart signatures to each of the Transfer Documents;
- (b) executed counterpart signatures to each of the Amendments and the Purchaser License Agreement;
- (c) documents evidencing the release and discharge of all liens of Third Parties on the Transferred Intellectual Property;

(d) a certificate executed by the Secretary of Seller, dated as of the Closing Date, certifying as to and, where appropriate, attaching certified copies of, (i) the resolutions duly adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement and the consummation of all of the transactions contemplated hereby and thereby, (ii) Seller's certificate of incorporation and bylaws, each as in effect at the Closing Date, and (iii) the name, title, incumbency and signatures of the officers of Seller authorized to execute this Agreement, the Transfer Documents, the Amendments and the Purchaser License Agreement; and

(e) consents or approvals of each person whose consent or approval shall be required in connection with the Closing, if any, under all notes, bonds, mortgages, indentures, contracts, agreements, leases, licenses, permits, franchises and other instruments or obligations to which Seller is a party.

5.2 Closing Deliveries of Purchaser. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller:

- (a) the original Notes, each marked "cancelled";

- (b) executed confirmation of satisfaction of indebtedness; and
- (c) executed counterpart signatures to each of the Transfer Documents, the Amendments and the Purchaser License Agreement.

**ARTICLE VI
INDEMNIFICATION**

6.1 Seller Indemnification. Without limiting Purchaser's other remedies in respect of this Agreement, Seller shall indemnify, defend and hold harmless Purchaser, and its directors, officers, employees, representatives and other Affiliates, from and against any and all Damages related to or arising out of or in connection with:

- (a) any breach by Seller of any representation, warranty, covenant, agreement, obligation or undertaking made by Seller in or pursuant to this Agreement or the Transfer Documents;
- (b) any claims made by any stockholder based upon any alleged breach of fiduciary or other duty by any officer or director of Seller in connection with this Agreement or the transactions contemplated hereby; and
- (c) any Retained Liabilities.

6.2 Purchaser Indemnification. Without limiting Seller's other remedies in respect of this Agreement, Purchaser shall indemnify, defend and hold harmless Seller, and its directors, officers, employees, representatives and other Affiliates, from and against any and all Damages related to or arising out of or in connection with any breach by Purchaser of any representation, warranty, covenant, agreement, obligation or undertaking made by Purchaser in or pursuant to this Agreement.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or facsimile (received by the person to which it is addressed prior to 5 p.m., local time, on a business day for such person), by registered or certified mail (postage prepaid, return receipt requested) or by recognized overnight courier service to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.1):

if to Purchaser:

c/o Boston Scientific Corporation
One Boston Scientific Place
Natick, Massachusetts 01760
Attention: Chief Financial Officer
Facsimile: 508-650-8956

with a copy to:

Boston Scientific Corporation
One Boston Scientific Place
Natick, Massachusetts 01760
Attention: Chief Corporate Counsel
Facsimile: 508-650-8956

if to Seller:

MRI Interventions, Inc.
40 S. Main St., Suite 2550
Memphis, TN 38103
Attention: Vice President, Business Affairs
Facsimile: 901-522-9400

with a copy to:

MRI Interventions, Inc.
40 S. Main St., Suite 2550
Memphis, TN 38103
Attention: Chief Financial Officer
Facsimile: 901-522-9400

7.2 Certain Definitions. For purposes of this Agreement, the term:

“Affiliate” means, with respect to any person or entity, any person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity.

“business day” (whether such term is capitalized or not) means any day other than Saturday, Sunday or a legal holiday on which banks located in Boston, Massachusetts are open for business.

“BSN Agreements” means (i) that certain Technology License Agreement, effective as of December 30, 2005, by and between Seller (f/k/a Surgi-Vision, Inc.) and Purchaser (f/k/a Advanced Bionics Corporation), as amended June 30, 2007, March 19, 2008 and February 2, 2012, and (ii) that certain System and Lead Development and Transfer Agreement, effective as of December 30, 2005, by and between Seller (f/k/a Surgi-Vision, Inc.) and Purchaser (f/k/a Advanced Bionics Corporation), as amended May 31, 2006, June 30, 2007, March 19, 2008 and February 2, 2012.

“CPI Agreements” means (i) that certain Technology License Agreement, effective as of March 19, 2008, by and between Seller (f/k/a Surgi-Vision, Inc.) and CPI, and (ii) that certain Development Agreement, effective as of March 19, 2008, by and between Seller (f/k/a Surgi-Vision, Inc.) and CPI.

“Damages” means all damages, losses, costs, and expenses incurred or suffered by a party with respect to or relating to an event, circumstance or state of facts. Damages shall specifically include court costs and the reasonable fees and expenses of legal counsel arising out of or relating to any direct or Third-Party claims, demands, actions, causes of action, suits, litigations, arbitrations or liabilities. Notwithstanding the foregoing, Damages shall not include consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, unless claimed by a Third Party.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Governmental Authority” means any United States (federal, state or local) or foreign government, or governmental, regulatory or administrative authority, agency or commission.

“person” means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a “person” as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

“Third Party” means a person other than Seller, Purchaser and any Affiliate of Purchaser.

The following table sets forth certain other defined terms and the Section of the Agreement in which the meaning of each such term appears:

	<u>Section</u>
“ <u>Agreement</u> ”	Preamble
“ <u>Amendments</u> ”	1.7
“ <u>BSC</u> ”	Preamble
“ <u>BSC Liens</u> ”	1.5
“ <u>Closing</u> ”	1.8
“ <u>Closing Date</u> ”	1.8
“ <u>CPI</u> ”	Preamble
“ <u>Notes</u> ”	1.4
“ <u>Patent Prosecution Costs</u> ”	1.2
“ <u>Purchase Price</u> ”	1.4
“ <u>Purchaser</u> ”	Preamble
“ <u>Purchaser License Agreement</u> ”	1.3
“ <u>Retained Liabilities</u> ”	1.2
“ <u>Seller</u> ”	Preamble
“ <u>Transfer Documents</u> ”	1.6
“ <u>Transferred Intellectual Property</u> ”	1.1

7.3 Fees and Expenses. Each party shall pay its own expenses incurred in connection with the negotiation and consummation of this Agreement, including legal and accounting fees and expenses of their representatives and agents.

7.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Closing be consummated as originally contemplated to the fullest extent possible.

7.5 Entire Agreement; Assignment. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof. This Agreement shall not be assigned by operation of law or otherwise, except that (i) Purchaser may assign all or any of its rights and obligations hereunder to any Affiliate of Purchaser, provided that no such assignment to an Affiliate shall relieve Purchaser of its obligations hereunder, and (ii) after the Closing Date, (a) Purchaser may assign all of its rights and obligations hereunder to a person that acquires all of the capital stock, or substantially all of the assets, of the division or business unit of Purchaser responsible for the Transferred Intellectual Property, and (b) Seller may assign all of its rights and obligations hereunder to a person that acquires all of the capital stock, or substantially all of the assets, of Seller; provided, in each case, that such person assumes this Agreement, in writing, and agrees to be bound by and to comply with all of the terms and conditions hereof.

7.6 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and, except as specifically contemplated or required herein, nothing in this Agreement, express or implied is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.7 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with the terms hereof and that the parties hereof shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

7.8 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts executed in and to be performed in that state.

7.9 Consent to Jurisdiction.

(a) EACH OF PURCHASER AND SELLER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS, FOR THE PURPOSE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH OF PURCHASER AND SELLER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED EXCLUSIVELY IN ANY MASSACHUSETTS STATE OR FEDERAL COURT SITTING IN THE CITY OF BOSTON. EACH OF PURCHASER AND SELLER AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH OF PURCHASER AND SELLER IRREVOCABLY CONSENT TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, ON BEHALF OF ITSELF OR ITS PROPERTY, BY THE PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING IN THIS SECTION 7.9 SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

7.10 Headings; Interpretation. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the word "include," "includes," or "including" appears in this Agreement, it shall be deemed in each instance to be followed by the words "without limitation."

7.11 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

BOSTON SCIENTIFIC NEUROMODULATION CORPORATION

By: /s/ Dan Brennan

Name: Dan Brennan

Title: Executive Vice President and Chief Financial Officer

MRI INTERVENTIONS, INC.

By: /s/ Kimble Jenkins

Name: Kimble Jenkins

Title: Chief Executive Officer

JOINDER

Boston Scientific Corporation hereby joins in the execution of this Asset Purchase Agreement for the limited purpose of (i) consenting to the transactions contemplated herein, and (ii) agreeing that Section 1.4 and Section 1.5 of this Asset Purchase Agreement shall be binding upon it.

BOSTON SCIENTIFIC CORPORATION

By: /s/ Dan Brennan

Name: Dan Brennan

Title: Executive Vice President and Chief Financial Officer

JOINDER

Cardiac Pacemakers, Inc. hereby joins in the execution of this Asset Purchase Agreement for the limited purpose of consenting to the transactions contemplated herein.

CARDIAC PACEMAKERS, INC.

By: /s/ Vance R. Brown

Name: Vance R. Brown

Title: Vice President and Secretary

EXCLUSIVE LICENSE AGREEMENT

This **EXCLUSIVE LICENSE AGREEMENT** (this "Agreement") is dated as of the 19th day of March, 2014 (the "Effective Date"), by and between (i) **BOSTON SCIENTIFIC NEUROMODULATION CORPORATION**, a Delaware corporation ("Licensor"), and **MRI INTERVENTIONS, INC.**, a Delaware corporation ("Licensee").

WHEREAS, Licensor and Licensee have entered into a certain Asset Purchase Agreement, dated as of the date hereof ("Purchase Agreement") pursuant to which, on the Effective Date, Licensor is purchasing from Licensee all right, title and interest in and to the Transferred Intellectual Property (as such term is defined in the Purchase Agreement);

WHEREAS, Licensor has agreed to grant to Licensee an exclusive, royalty-free license to use the Licensed Patents (as defined herein) included in the Transferred Intellectual Property for the limited purposes described, and in accordance with the terms and conditions set forth, in this Agreement; and

WHEREAS, Licensee desires to obtain an exclusive license to use such Licensed Patents for the limited purposes described, and in accordance with the terms and conditions set forth, in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 Certain Defined Terms. The following terms, when used herein, have the meanings set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Purchase Agreement.

"Confidential Information" means any and all information disclosed by or on behalf of one party or any of its Representatives ("Disclosing Party") to the other party or any of its Representatives ("Receiving Party") under this Agreement, including information relating to the matters which are the subject of this Agreement and all other information regarding Disclosing Party's past, present or future research, technology, know-how, ideas, concepts, designs, products, markets, computer programs, prototypes, processes, machines, manufacture, compositions of matter, business plans and operations, technical information, drawings, specifications, and the like, except information which is: (a) at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by Receiving Party or its Representatives; (b) lawfully in the possession of Receiving Party prior to disclosure by or on behalf of Disclosing Party as shown by Receiving Party's written records; (c) lawfully disclosed to Receiving Party by a third party which did not acquire the same under an obligation of confidentiality from or through Disclosing Party as shown by written records; or (d) independently developed by Receiving Party without use of Disclosing Party's Confidential Information as shown by Receiving Party's written records; provided that the exceptions set forth in clauses (b), (c) and (d) shall not apply to any information included in the Transferred Intellectual Property.

"Grant-Back Field" means all fields of use excluding the fields of (i) implantable medical leads for cardiac applications, and (ii) neuromodulation.

“Licensed Patent(s)” means: (a) the patent application(s) described in Section 1.1(i) and (ii) of the Purchase Agreement and designated as Transferred Intellectual Property; (b) any patent application(s) filed as a provisional, continuation, division, or continuation-in-part of the patent application(s) described in clause (a), (c) patents issuing from the patent application(s) described in clauses (a)-(b) and any extensions, renewals, reissues, revivals and reexaminations of patents described in clauses (a)-(b); and (d) any foreign counterpart to the patent application(s) described in clauses (a)-(b) (including continuations, divisions, or continuations-in-part of such patent applications), patents issuing therefrom and extensions, renewals, reissues, revivals and reexaminations thereof.

“Licensed Products” means any product, part or other material, process or service, the identification, discovery, research, development, manufacture, production, use, marketing, offer for sale, sale, distribution, import or export of which, absent the license granted pursuant to this Agreement, would constitute an infringement or misappropriation of the Licensed Patents.

“Representatives” means a party’s employees, officers, directors, Affiliates, subcontractors, agents, successors and assigns.

The following table sets forth certain other defined terms and the Section of the Agreement in which the meaning of each such term appears:

	<u>Section</u>
“ <u>Agreement</u> ”	Preamble
“ <u>Disclosing Party</u> ”	1.01
“ <u>Effective Date</u> ”	Preamble
“ <u>Indemnifying Party</u> ”	8.02
“ <u>Indemnitee</u> ”	8.02
“ <u>Licensee</u> ”	Preamble
“ <u>Licensee Indemnitees</u> ”	7.01(b)
“ <u>Licensor</u> ”	Preamble
“ <u>Licensor Indemnitees</u> ”	7.01(a)
“ <u>Losses</u> ”	7.01(a)
“ <u>Prosecution Request</u> ”	5.01(b)
“ <u>Purchase Agreement</u> ”	Recitals
“ <u>Receiving Party</u> ”	1.01

ARTICLE II. GRANT OF RIGHTS

Section 2.01 License Grant. Subject to the terms and conditions of this Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee, and Licensee hereby accepts, an exclusive, worldwide, royalty-free, fully paid-up, irrevocable right and license, including the right to sublicense in accordance with Section 2.02 below, under the Licensed Patents, to develop, make, have made, use, have used, exploit, distribute, promote, market, offer for sale, sell, have sold, import and export Licensed Products, solely within the Grant-Back Field.

Section 2.02 Sublicenses. Licensee’s right to sublicense its rights under the Licensed Patents pursuant to Section 2.01 is subject to the requirement that Licensee shall enter into a written sublicense agreement with each sublicensee and include in each such sublicense agreement provisions at least as protective of Licensor and its rights in the Licensed Patents as the terms and conditions of this Agreement and otherwise sufficient to enable Licensee to comply with this Agreement. All sublicenses shall expire automatically upon the expiration of the license granted to Licensee hereunder. Licensee shall be responsible and liable for any breaches of this Agreement by its sublicensees.

Section 2.03 Retained Rights. Nothing in this Agreement shall be construed to confer any rights upon Licensee by implication, estoppel or otherwise to any technology or to patent rights of Licensor or any other entity, other than the express licenses to the Licensed Patents as set forth in Section 2.01. Title to the Licensed Patents will at all times remain vested in Licensor, and Licensor retains the right (a) to grant licenses to other parties with respect to the Licensed Patents outside of the Grant-Back Field, and (b) to use the Licensed Patents in any manner and for any purpose which Licensor deems fit outside of the Grant-Back Field. Licensor (on behalf of itself and its licensors) retains all rights not expressly granted herein. No other license, express or implied, is granted hereby, and Licensee will not use or practice the Licensed Patents in any other field or for any other purpose, except as expressly set forth in Section 2.01.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations. Each of Licensee and Licensor hereby represents and warrants to the other party that: (a) it is a corporation duly organized and validly existing under the laws of the applicable state of its incorporation, and has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; (b) this Agreement has been duly authorized, executed and delivered by such party and it constitutes the legal, valid and binding obligations of such party, and it is enforceable against such party in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors; and (c) neither the execution, delivery and performance of this Agreement nor the consummation by such party of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation of such party, or any judgment, order or decree applicable to, or binding upon, such party.

Section 3.02 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 3.01 OF THIS AGREEMENT, LICENSOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY AS TO THE LICENSED PATENTS OR THE LICENSED PRODUCTS AND HEREBY DISCLAIMS THE SAME. Without limiting the foregoing, this Agreement and the licenses granted herein do not and shall not be interpreted or construed to include any requirement to file any patent application or secure or maintain any patent.

Section 3.03 Export. Licensee acknowledges and agrees that it shall not export or re-export, directly or indirectly (including via remote access), the Licensed Patents or any Licensed Products or other information or materials it receives pursuant to this Agreement to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval.

ARTICLE IV. CONFIDENTIALITY

Section 4.01 Nondisclosure and Nonuse Obligations. Receiving Party shall not, without the prior consent of Disclosing Party, disclose any of Disclosing Party's Confidential Information to anyone for any reason at any time or use any of Disclosing Party's Confidential Information for any purpose except as requested by Disclosing Party or as necessary to exercise its rights or perform its obligations under this Agreement. If Receiving Party believes in good faith that it is required by the law of any relevant jurisdiction or pursuant to an order of a court of competent jurisdiction or that of a competent Governmental Authority to disclose any of Disclosing Party's Confidential Information, it shall provide notice to Disclosing Party, to the greatest extent possible, prior to making such disclosure so as to allow Disclosing Party time to undertake legal or other action, to prevent such disclosure or otherwise obtain confidential treatment of such disclosure. In the event that Receiving Party is compelled to disclose any of Disclosing Party's Confidential Information by law, Receiving Party will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to any of Disclosing Party's Confidential Information so disclosed.

Section 4.02 Representatives. Receiving Party shall limit dissemination of Disclosing Party's Confidential Information to only those of Receiving Party's Representatives having a "need to know", advise each such Representative who receives Disclosing Party's Confidential Information that such information is confidential, and require each such Representative (other than attorneys and other agents who are already under a professional duty of confidentiality) to sign and comply with a written agreement obligating it/he/she to observe all of Receiving Party's obligations hereunder relating to confidentiality and non-disclosure. Each party further acknowledges that the Disclosing Party's disclosure of Disclosing Party's Confidential Information (including that which is a process, machine, manufacture, or composition of matter) is not intended to be an offer for sale or public use. Receiving Party shall not by virtue of this Agreement, obtain any title to, or any interest or license in, any of Disclosing Party's Confidential Information, except as contemplated in this Agreement.

Section 4.03 Third Party Information. Neither party shall, nor shall it permit any of its Representatives, to disclose to the other party any confidential or proprietary information belonging to any third party without the consent of such party.

ARTICLE V.
PATENT PROSECUTION; INFRINGEMENT

Section 5.01 Prosecution.

(a) [***] shall, at its own expense, control and be solely responsible for the prosecution and maintenance of the Licensed Patents. Nothing in this Agreement implies an obligation on [***] to apply for, prosecute or maintain any patent or patent right, including any Licensed Patent. [***] shall cooperate, at [***] reasonable request, with the prosecution and maintenance of the Licensed Patents and in any other proceedings before a patent official or office.

[***] shall have the right, upon reasonable prior written notice to [***] and reasonable request, to inspect, at [***] sole expense, the prosecution documents of [***] with respect to the Licensed Patents related to the Grant-Back Field. The parties agree that such information constitutes Confidential Information of [***] and that the disclosure of such information is not intended to constitute a waiver of any privilege, including attorney-client privilege. In addition, [***] shall provide written notice to [***] prior to abandoning any patent application or issued patent that is part of the Licensed Patents. If [***] desires to prosecute any such patent application, or to pay maintenance fees or annuities to maintain any such issued patent, in any country that [***] determined was not worthwhile to protect [***] rights, [***] may provide [***] with a reasonable written request to prosecute such patent application or maintain such issued patent (a "Prosecution Request"). [***] shall have thirty (30) days to fulfill the Prosecution Request. If [***] fails to complete the Prosecution Request within thirty (30) days of receiving the Prosecution Request, [***] shall notify [***] in writing and if [***] fails to fulfill the Prosecution Request within ten (10) days after such written notice, [***] may independently prosecute the patent application or maintain the issued patent that was the subject of the Prosecution Request, and shall control

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

the remainder of the prosecution for such patent application or the maintenance of such issued patent; provided that (a) [***] retains sole and exclusive ownership of such patent application or issued patent, (b) [***] shall bear all expenses in connection with the prosecution of any patent application or maintenance of any issued patent including attorney's fees and expense, (c) [***] will consult with [***] and its counsel, regarding any material actions to be taken or not taken in connection with the prosecution of such patent application or issued patent and [***] will take into consideration the reasonable requests of [***] regarding such prosecution actions, and (d) [***] shall not take any action or fail to take any action in connection with such prosecution or maintenance of such patent application or issued patent which would adversely affect (i) the Licensed Patents or [***] ownership thereof, or (ii) [***] ability to practice the inventions claimed in the Licensed Patents or freedom to operate under the Licensed Patents outside of the Grant-Back Field.

Section 5.02 Infringement.

(a) If either party learns of any actual, alleged or threatened infringement or misappropriation of any of the Licensed Patents by a Third Party, such party shall promptly notify the other party and shall provide such other party with all available evidence of such infringement or misappropriation.

(b) [***] shall have the sole right, but not the obligation, to bring suit against any Third Party for infringement or misappropriation of the Licensed Patents and for controlling such suit; provided, that [***] shall have the right to participate, at [***] sole expense, in an advisory capacity in the institution and prosecution of any such suit to the extent it is related primarily to a field of use within the Grant-Back Field. [***] shall pay all costs, fees and expenses associated with any enforcement action, other than the costs, fees and expenses associated with [***] participation in an advisory capacity.

(c) [***] agrees to assist [***] in any such legal proceedings, at [***] reasonable request, and [***] shall reimburse [***] for all reasonable expenses incurred by [***] in providing such assistance, other than the costs, fees and expenses associated with [***] participation in an advisory capacity.

(d) [***]

ARTICLE VI.
TERM

Section 6.01 Term. This Agreement shall commence as of the Effective Date and shall remain in effect until the expiration of the last to expire of the Licensed Patents. For the avoidance of doubt and without limiting any other remedies available to Licensor under this Agreement or by law or equity, this Agreement, including without limitation the license set forth in Section 2.01, is not terminable due to breach.

Section 6.02 Survival. The provisions of this Section 6.02, of Sections 3.02 and 5.02 and of Articles 1, 4, 7 and 8 shall survive the expiration of this Agreement. Nothing herein shall be construed to release either party of any obligation which matured prior to the expiration of this Agreement.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

**ARTICLE VII.
RISK ALLOCATION**

Section 7.01 Indemnification. Licensee will defend, indemnify and hold harmless Licensor and its subsidiaries, parent corporations, affiliates, officers, directors, partners, employees, agents, successors and assigns (collectively, the "Licensor Indemnitees") from and against any claim, suit, demand, loss, damage, expense (including their reasonable attorney's fees and those that may be asserted by a Third Party) or liability (collectively, "Losses") suffered by or imposed upon the Licensor Indemnitee(s) by any Third Party arising from or related to: (i) any breach of Licensee's representations, warranties or covenants under this Agreement; (ii) the development, use, manufacture, exploitation, marketing, promotion, distribution, sale, export or import of any Licensed Products, and (iii) any gross negligence or intentional misconduct by Licensee, its sublicensees (or its or their respective agents, consultants or employees) in performing its obligations under this Agreement. The foregoing indemnification action shall not apply in the event and to the extent that a court of competent jurisdiction determines that such Losses arose as a result of any Licensor Indemnitee's gross negligence, intentional misconduct or breach of this Agreement.

Section 7.02 Limitation of Liability. EXCEPT FOR (I) BREACHES OF CONFIDENTIALITY, (II) AMOUNTS PAYABLE BY LICENSEE PURSUANT TO SECTION 7.02 (INDEMNIFICATION) OR (III) LICENSEE'S INFRINGEMENT OR MISAPPROPRIATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

**ARTICLE VIII.
MISCELLANEOUS**

Section 8.01 Relationship of Parties. For the purposes of this Agreement, each party hereto shall be, and shall be deemed to be, an independent contractor and not an agent, partner, joint venturer, representative or employee of any other party. No party shall have authority to make any statements, representations, compromises of rights or commitments of any kind, assume or create any obligations, or to accept process for or take any other action which shall be binding on the other parties, except as may be explicitly provided for herein or authorized in writing by the other parties.

Section 8.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or facsimile (received by the person to which it is addressed prior to 5 p.m., local time, on a business day for such person), by registered or certified mail (postage prepaid, return receipt requested) or by recognized overnight courier service to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

if to Licensor:

c/o Boston Scientific Corporation
One Boston Scientific Place
Natick, Massachusetts 01760
Attention: Chief Financial Officer
Facsimile: 508-650-8956

with a copy to:

Boston Scientific Corporation
One Boston Scientific Place
Natick, Massachusetts 01760
Attention: Chief Corporate Counsel
Facsimile: 508-650-8956

if to Licensee:

MRI Interventions, Inc.
40 S. Main St., Suite 2550
Memphis, TN 38103
Attention: Vice President, Business Affairs
Facsimile: 901-522-9400

with a copy to:

MRI Interventions, Inc.
40 S. Main St., Suite 2550
Memphis, TN 38103
Attention: Chief Financial Officer
Facsimile: 901-522-9400

Section 8.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the fullest extent possible.

Section 8.04 Entire Agreement. This Agreement, the Purchase Agreement, the Transfer Documents, the Amendments, the CPI Agreements and the BSN Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Licensor and Licensee with respect to the subject matter hereof and thereof.

Section 8.05 Assignment. This Agreement shall not be assigned by Licensor by operation of law or otherwise, except that the Licensor may assign all or any of its rights and obligations hereunder to (i) any Affiliate of Licensor, and (ii) a person that acquires all of the capital stock, or substantially all of the assets, of the division or business unit of Licensor responsible for the Transferred Intellectual Property. This Agreement shall not be assigned by Licensee by operation of law or otherwise, except that Licensee may assign all or any of its rights and obligations hereunder to (i) any Affiliate of Licensee; provided that no such assignment to an Affiliate shall relieve Licensee of its obligations hereunder, and (ii) a person that acquires all of the capital stock, or substantially all of the assets, of Licensee, or of the division, business unit or Affiliate of Licensor responsible for the Licensed Patents.

Section 8.06 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Licensor and Licensee, or (b) by a waiver in accordance with Section 8.07.

Section 8.07 Waiver. Either party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto, or (c) to the extent permitted by applicable law, waive compliance with any of the agreements of the other party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

Section 8.08 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and, except as specifically contemplated or required herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.09 Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy; provided, that, notwithstanding any provision herein to the contrary, this Agreement is not terminable by Licensor due to Licensee's breach. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with the terms hereof and that the parties hereof shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 8.10 Interpretive Rules. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and all Article and Section references are to this Agreement unless otherwise specified. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation." The word "days" means calendar days unless otherwise specified herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No provision of this Agreement shall be construed to require either party or their respective officers, directors, subsidiaries or Affiliates to take any action which would violate or conflict with any applicable law. The word "if" means "if and only if." The word "or" shall not be exclusive. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to "dollars" or "\$" will be deemed references to the lawful money of the United States of America.

Section 8.11 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts executed in and to be performed in that state.

Section 8.12 Consent to Jurisdiction. Each of the Licensor and Licensee hereby irrevocably submits to the exclusive jurisdiction of the state courts of the Commonwealth of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts, for the purpose of any action or proceeding arising out of or relating to this Agreement and each of the Licensor and Licensee hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in any Massachusetts state or federal court sitting in the City of Boston. Each of the Licensor and Licensee agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Licensor and Licensee irrevocably consent to the service of the summons and complaint and any other process in any other action or proceeding relating to the transactions contemplated by this Agreement, on behalf of itself or its property, by the personal delivery of copies of such process to such party. Nothing in this Section 8.12 shall affect the right of any party to serve legal process in any other manner permitted by law.

Section 8.13 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.13.

Section 8.14 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 8.15 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.16 Publicity. Neither party shall use any word, name, logo, image, symbol, slogan, sample or design of the other party or the other party's product, or any quote or statement from an employee, consultant or agent of the other party, in any written or oral advertisement, endorsement or other promotional materials without the prior approval of an authorized representative of the other party or as otherwise contemplated under this Agreement or another agreement between the parties.

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

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Exclusive License Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

BOSTON SCIENTIFIC NEUROMODULATION
CORPORATION

By: /s/ Tony McAnally
Name: Tony McAnally
Title: VP Finance

MRI INTERVENTIONS, INC.

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

OMNIBUS AMENDMENT No. 1
to
TECHNOLOGY LICENSE AGREEMENT
and
DEVELOPMENT AGREEMENT

This **OMNIBUS AMENDMENT** (this "Amendment") is made as of this 19th day of March, 2014, by and between (i) MRI Interventions, Inc., a Delaware corporation formerly known as SurgiVision, Inc. (the "Company"), and (ii) Cardiac Pacemakers, Inc. ("CPI"). Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Development Agreement referred to below.

WHEREAS, the Company and CPI entered into that certain Development Agreement dated as of March 19, 2008, as amended by Section 1.2 of that certain Omnibus Amendment #3 dated as of February 2, 2012 (as amended, the "Development Agreement");

WHEREAS, the Company and CPI entered into that certain Technology License Agreement dated as of March 19, 2008, as amended by Section 1.2 of that certain Omnibus Amendment #3 dated as of February 2, 2012 (as amended, the "License Agreement");

WHEREAS, on the date hereof, CPI, Boston Scientific Neuromodulation Corporation ("BSN"), Boston Scientific Corporation and the Company entered into an Asset Purchase Agreement, pursuant to which BSN shall purchase and the Company shall sell certain of the Company's intellectual property assets (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the Asset Purchase Agreement, the Company and CPI desire to modify certain provisions of the Development Agreement and the License Agreement to eliminate the milestone payment and royalty payment obligations of CPI thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **AMENDMENTS TO DEVELOPMENT AGREEMENT.**

1.1. **Amendment of Section 1. Definitions.** The Company and CPI agree that Subsections 1(C), (SS), (TT), (UU), (VV) and (WW) of the Development Agreement are hereby amended in their entirety to read as follows:

“(C) "Billabong Patents" means (i) the Patents listed on Exhibit A to the License Agreement, and (ii) any claims of any future Patent which claim and are entitled to claim (in whole but not in part) priority to a Patent covered by the preceding clause (i).

(SS) [Intentionally Omitted].

(TT) [Intentionally Omitted].

(UU) [Intentionally Omitted].

(VV) [Intentionally Omitted].

(WW) [Intentionally Omitted]."

1.2 **Amendment of Section 3.** The Company and CPI agree that Section 3 of the Development Agreement is hereby amended in its entirety to read as follows:

"3. [Intentionally Omitted]."

1.3 **Amendment of Section 4.** The Company and CPI agree that the introductory paragraph of Section 4 and Subsections 4(A), (B), and (C) of the Development Agreement are hereby amended in their entirety to read as follows:

"4. [Intentionally Omitted].

A. [Intentionally Omitted].

B. [Intentionally Omitted].

C. [Intentionally Omitted]."

1.4 **Amendment of Section 16.** The Company and CPI agree that Subsection 16(R) of the Development Agreement is hereby amended in its entirety to read as follows:

"R. [Intentionally Omitted]."

1.5 **JHU Agreements.** Notwithstanding the amendments of Section 1 and Section 4 of the Development Agreement as set forth above, the Company and CPI agree that, solely with respect to a New Lead that is a Royalty Product because of a Royalty Patent that is licensed to the Company under one of the JHU Agreements, CPI shall pay the Company [***]; provided, however, that any such amount paid by CPI to the Company pursuant to this section shall in turn be paid by the company to JHU under the JHU Agreements. Capitalized terms that are used in this section but are not otherwise defined in this Amendment shall have the meanings given to such terms in the Development Agreement.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

II. AMENDMENTS TO LICENSE AGREEMENT.

2.1. **Amendment of Section 1. Definitions.** The Company and CPI agree that Subsection 1(C) of the License Agreement is hereby amended in their entirety to read as follows:

“(C) **“Billabong Patents”** means (i) the Patents listed on Exhibit A, and (ii) any claims of any future Patent which claim and are entitled to claim (in whole but not in part) priority to a Patent covered by the preceding clause (i).”

2.2 **Amendment of Section 3.** The Company and CPI agree that Subsections 3(A), (B), (C), (D), (F), (G), (H) and (I) of the License Agreement are hereby amended in its entirety to read as follows:

"A. [Intentionally Omitted].

B. [Intentionally Omitted].

C. [Intentionally Omitted].

D. [Intentionally Omitted].

F. [Intentionally Omitted].

G. [Intentionally Omitted].

H. [Intentionally Omitted].

I. [Intentionally Omitted].”

The Company and CPI acknowledge that the payments described in Section 3(E) of the License Agreement have been previously made by CPI.

2.3 **Amendment of Section 4.** The Company and CPI agree that Section 4 of the License Agreement is hereby amended in its entirety to read as follows:

"4. [Intentionally Omitted].”

2.4 **Amendment of Section 5.** The Company and CPI agree that Section 5 of the License Agreement is hereby amended in its entirety to read as follows:

"5. [Intentionally Omitted].”

2.5 **Amendment of Exhibit A.** The Company and CPI agree that Exhibit A and Exhibit D to the License Agreement are hereby amended by deleting the patents listed on Schedule 1.1 to the Asset Purchase Agreement.

2.6 **JHU Agreements.** Notwithstanding the amendment of Section 3 of the License Agreement as set forth above, the Company and CPI agree that, solely with respect to an implantable lead that is a Royalty Product because of a Royalty Patent that is licensed to the Company under one of the JHU Agreements, CPI shall pay the Company, [***]; provided, however, that any such amount paid by CPI to the Company pursuant to this section shall in turn be paid by the Company to JHU under the JHU Agreements. Capitalized terms that are used in this section but are not otherwise defined in this Amendment shall have the meanings given to such terms in the License Agreement.

III. **MISCELLANEOUS.**

3.1. **No Other Amendments.** Except to the extent amended hereby, all of the definitions, terms, provisions and conditions set forth in each of the Development Agreement and the License Agreement are hereby ratified and confirmed and shall remain in full force and effect.

3.2. **Successors and Assigns.** Except as otherwise provided herein, the terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Amendment, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Amendment, except as expressly provided in this Amendment.

3.3. **Governing Law.** This Amendment shall for all purposes be construed in accordance with and governed by the laws of the State of Minnesota.

3.4. **Counterparts.** This Amendment may be executed in two or more counterparts and the signatures delivered by facsimile, each of which shall be deemed an original, with the same effect as if the signatures were upon the same instrument and delivered in person.

3.5. **Severability.** If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provision shall be excluded from this Amendment and the balance of the Amendment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

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

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

In Witness Whereof, the parties have caused this Amendment to be executed and delivered by their duly authorized representatives, all as of the day and year written above.

MRI INTERVENTIONS, INC.

By: /s/ Kimble Jenkins

Name: Kimble Jenkins

Title: Chief Executive Officer

CARDIAC PACEMAKERS, INC.

By: /s/ Vance R. Brown

Name: Vance R. Brown

Title: Vice President and Secretary

OMNIBUS AMENDMENT No. 4
to
TECHNOLOGY LICENSE AGREEMENT
and
SYSTEM AND LEAD DEVELOPMENT AND TRANSFER AGREEMENT

This **OMNIBUS AMENDMENT** (this "Amendment") is made as of this 19th day of March, 2014, by and between (i) MRI Interventions, Inc., a Delaware corporation formerly known as SurgiVision, Inc. (the "Company"), and (ii) Boston Scientific Neuromodulation Corporation, a Delaware corporation formerly known as Advanced Bionics Corporation ("BSN"). Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Development Agreement referred to below.

WHEREAS, the Company and BSN entered into that certain System and Lead Development and Transfer Agreement dated as of December 30, 2005, as amended by that certain Amendment No. 1 dated as of May 31, 2006, as further amended by that certain Omnibus Amendment dated as of June 30, 2007, as further amended by that certain Omnibus Amendment #2 dated as of March 19, 2008, and as further amended by the certain Omnibus Amendment #3 dated as of February 2, 2012 (as amended, the "Development Agreement");

WHEREAS, the Company and BSN entered into that certain Technology License Agreement dated as of December 30, 2005, as amended by that certain Omnibus Amendment dated as of June 30, 2007, as further amended by that certain Omnibus Amendment #2 dated as of March 19, 2008, and as further amended by the certain Omnibus Amendment #3 dated as of February 2, 2012 (as amended, the "License Agreement");

WHEREAS, on the date hereof, BSN, Cardiac Pacemakers, Inc., Boston Scientific Corporation and the Company entered into an Asset Purchase Agreement, pursuant to which BSN shall purchase and the Company shall sell certain of the Company's intellectual property assets (the "Asset Purchase Agreement"); and

WHEREAS, in connection with the Asset Purchase Agreement, the Company and BSN desire to modify certain provisions of the Development Agreement and the License Agreement primarily to eliminate the milestone payment and royalty payment obligations of BSN thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **AMENDMENTS TO DEVELOPMENT AGREEMENT.**

1.1. **Amendment of Section 10.1(a).** The Company and BSN agree that Subsection 10.1(a) of the Development Agreement is hereby amended in its entirety to read as follows:

"(a) [Intentionally Omitted]."

1.2. **Amendment of Section 10.1(b)**. The Company and BSN agree that Subsections 10.1(b)(iii), (iv) and (v) of the Development Agreement are hereby amended in their entirety to read as follows:

"(iii) [Intentionally Omitted].

(iv) [Intentionally Omitted].

(v) [Intentionally Omitted]."

1.3. **Amendment of Section 10.3**. The Company and BSN agree that Subsection 10.3 of the Development Agreement is hereby amended in its entirety to read as follows:

"10.3 [Intentionally Omitted]."

1.4 **Amendment of Section 11.7**. The Company and BSN agree that Subsection 11.7 of the Development Agreement is hereby amended in its entirety to read as follows:

"11.7 [Intentionally Omitted]."

1.5 **JHU Agreements**. Notwithstanding the amendment of Section 10.1(b) of the Development Agreement as set forth above, the Company and BSN agree that, solely with respect to a Lead meeting the Lead Requirements that incorporates intellectual property licensed to the Company under one of the JHU Agreements and sublicensed to BSN under the License Agreement, BSN shall pay the Company [***]; provided, however, that any such amount paid by BSN to the Company pursuant to this section shall in turn be paid by the company to JHU under the JHU Agreements. Capitalized terms that are used in this section but are not otherwise defined in this Amendment shall have the meanings given to such terms in the Development Agreement.

II. **AMENDMENTS TO LICENSE AGREEMENT**.

2.1 **Amendment of Section 3**. The Company and BSN agree that Section 3 of the License Agreement is hereby amended in its entirety to read as follows:

"3. [Intentionally Omitted]."

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

2.2 **Amendment of Section 9.** The Company and BSN agree that Section 9 of the License Agreement is hereby amended in its entirety to read as follows:

"9. **Assignability.** This Agreement shall not be assigned by Licensor by operation of law or otherwise, except that the Licensor may assign all or any of its rights and obligations hereunder to (i) any Affiliate of Licensor, and (ii) a person that acquires all of the capital stock, or substantially all of the assets, of Licensor, or of the division or business unit or Affiliate of Licensor responsible for the Licensed Technology. This Agreement shall not be assigned by Licensee by operation of law or otherwise, except that Licensee may assign all or any of its rights and obligations hereunder to (i) any Affiliate of Licensee, and (ii) a person that acquires all of the capital stock, or

substantially all of the assets, of Licensee, or of the division, business unit or Affiliate of Licensee responsible for the Licensed Technology."

2.3 **Amendment of Exhibit A.** The Company and BSN agree that Exhibit A of the License Agreement is hereby amended in its entirety to read as follows:

"[Intentionally Omitted]"

2.4 **JHU Agreements.** Notwithstanding the amendments of Section 3 and Exhibit A of the License Agreement as set forth above, the Company and BSN agree that, solely with respect to a lead, lead-related product or implantable pulse generator that is a Licensed Product because it incorporates intellectual property that is licensed to the Company under one of the JHU Agreements and sublicensed to BSN under the License Agreement, BSN shall pay the Company, [***]; provided, however, that any such amount paid by BSN to the Company pursuant to this section shall in turn be paid by the Company to JHU under the JHU Agreements. Capitalized terms that are used in this section but are not otherwise defined in this Amendment shall have the meanings given to such terms in the License Agreement.

III. **MISCELLANEOUS.**

3.1. **No Other Amendments.** Except to the extent amended hereby, all of the definitions, terms, provisions and conditions set forth in each of the Development Agreement and the License Agreement are hereby ratified and confirmed and shall remain in full force and effect.

3.2. **Successors and Assigns.** Except as otherwise provided herein, the terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Amendment, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Amendment, except as expressly provided in this Amendment.

[***] Indicates portions of this exhibit that have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

3.3. **Governing Law.** This Amendment shall for all purposes be construed in accordance with and governed by the laws of the State of California.

3.4. **Counterparts.** This Amendment may be executed in two or more counterparts and the signatures delivered by facsimile, each of which shall be deemed an original, with the same effect as if the signatures were upon the same instrument and delivered in person.

3.5. **Severability.** If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provision shall be excluded from this Amendment and the balance of the Amendment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

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

In Witness Whereof, the parties have caused this Amendment to be executed and delivered by their duly authorized representatives, all as of the day and year written above.

MRI INTERVENTIONS, INC.

By: /s/ Kimble Jenkins

Name: Kimble Jenkins

Title: Chief Executive Officer

**BOSTON SCIENTIFIC NEUROMODULATION
CORPORATION**

By: /s/ Tony McAnally

Name: Tony McAnally

Title: VP Finance

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

I, Kimble L. Jenkins, certify that:

1. I have reviewed this Amendment No. 1 of the quarterly report on Form 10-Q for the quarter ended March 31, 2014, of MRI Interventions, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: August 29, 2014

/s/ Kimble L. Jenkins

Kimble L. Jenkins
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

I, David W. Carlson, certify that:

1. I have reviewed this Amendment No. 1 of the quarterly report on Form 10-Q for the quarter ended March 31, 2014, of MRI Interventions, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: August 29, 2014

/s/ David W. Carlson

David W. Carlson
Chief Financial Officer