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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TransMedics, Inc.

7-12-02

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 11, 2002

2. Name and address of receiving party(ies)

Name: Alta California Partners II, L.P.

Internal Address: _____

Street Address: One Embarcadero Center, #4050

City: San Francisco State: CA Zip: 94111

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/380723, 75/827626, 76/380722

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Jean M. Maxwell

Name: ~~Trademark Legal Assistant Coordinator~~

Internal Address: _____

Street Address: Palmer & Dodge LLP
111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jean M. Maxwell

Name of Person Signing

Jean Maxwell
Signature

July 12, 2002

Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/16/2002 TBIAZ1 00000092 76380723

01 FC481 40.00 OP
02 FC482 50.00 OP

TRADEMARK
REEL: 002544 FRAME: 0662

Name and address of additional conveying party(ies): IF ANY

Name: Alta Embarcadero Partners II, LLCStreet Address: One Embarcadero Center, Suite 4050City: San FranciscoState: California ZIP: 94111

Name and address of additional conveying party(ies): IF ANY

Name: J.P. Morgan Partners (23A SBIC), LLCStreet Address: 1221 Avenue of the America'sCity: New YorkState: New York ZIP: 10020

Name and address of additional conveying party(ies): IF ANY

Name: Capital Technologies CDPQ Inc.Street Address: 1801 McGill College, 13TH FL., Ste. 1300City: Montreal, QuebecCtry: CANADA ZIP: H3A 2N4

Name and address of additional receiving party(ies): IF ANY

Name: One Liberty Ventures 2000, LP

Internal Address: _____

Internal Address: _____

Street Address: Flagship Ventures, 150 CambridgePark
Drive, 10th FloorCity: CambridgeState: Massachusetts ZIP: 02140

Name and address of additional receiving party(ies): IF ANY

Name: One Liberty Advisors 2000, LP

Internal Address: _____

Internal Address: _____

Street Address: Flagship Ventures, 150 CambridgePark
Drive, 10th Floor

City: Cambridge

State: Massachusetts ZIP: 02140

**TRANSMEDICS, INC.
SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (this "Agreement"), effective as of the 11th day of July, 2002 is made by TransMedics, Inc. (the "Company"), a Delaware corporation with an address at 600 West Cummings Park, Suite 3050, Woburn, Massachusetts, 01801 in favor of the lenders listed on Exhibit A attached hereto (the "Purchasers").

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement (the "Original Purchase Agreement") dated as of April 29, 2002 by and among the Company and the Purchasers named therein (the "Original Purchasers"), the Company issued to the Original Purchasers Senior Secured Convertible Notes in the aggregate principal amount of \$200,000.01 (the "Original Notes");

WHEREAS, the Company and certain of the Purchasers are amending, restating, and replacing the (i) Original Purchase Agreement with a Note Purchase Agreement dated as of the date hereof by and among the Company and the Purchasers named therein (the "New Purchase Agreement") pursuant to which the Company will issue to the Additional Purchasers (as defined therein) certain Senior Secured Convertible Notes in the aggregate principal amount of \$3,500,000 (the "Additional Notes") and (ii) Original Notes with the Amended and Restated Senior Secured Convertible Notes dated as of the date hereof (the "Amended Notes" and together with the Additional Notes, the "Notes").

WHEREAS, pursuant to the New Purchase Agreement, the Company is required to grant the Purchasers a first priority security interest in the Collateral to secure performance and payment of all Obligations (as hereinafter defined) under the Notes under the terms and conditions hereof.

NOW, THEREFORE, the Company and the Purchasers, intending to be legally bound, hereby agree as follows:

1. Definitions.

Capitalized term used and not otherwise defined herein shall have the meanings ascribed to them in the New Purchase Agreement.

"Collateral" shall mean all Intellectual Property Rights and any and all proceeds of the Intellectual Property Rights, including all cash, securities and other property at any time and from time to time receivable or otherwise distributed on, with respect to, or in exchange for the Intellectual Property Rights.

"Debt Documents" shall mean this Agreement, the New Purchase Agreement, the Notes and any other documents executed in connection herewith, as the same may be amended from time to time.

"Intellectual Property Rights" means all industrial and intellectual property rights of the Company, including, without limitation, all:

(a) patents issued or assigned to and all patent applications made by the Company and all exclusive and nonexclusive licenses to the Company from third parties or rights to use patents owned by such third parties, along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, and (v) any other rights corresponding thereto throughout the world (collectively, "Patents");

(b) trademarks (including service marks and service mark applications), federal and state trademark registrations and applications made by the Company (other than Federal Intent to Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. § 1051(d)), common law trademarks and trade names owned by or assigned to the Company, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(c) all copyrights and copyright applications, whether statutory or common law, owned by or assigned to the Company, and all exclusive and nonexclusive licenses (other than nonexclusive licenses to use off-the-shelf software products) to the Company from third parties or rights to use copyrights owned by such third parties, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(d) the entire goodwill of the Company's business and other general intangibles (including know-how, trade secrets, proprietary processes, rights and formulae, confidential and proprietary information, franchises, licenses, inventions, instructions, domain names, methods, procedures, formulae, marketing materials, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing, including manuals, memoranda and records). The Patents, Trademarks and Copyrights owned or held by the Company include, without limitation, those set forth on Exhibit B.

"Notes" means the (i) Amended Notes and (ii) the Additional Notes as set forth on Exhibit A, issued to the Purchasers pursuant to the New Purchase Agreement.

"Obligations" shall mean all advances, indebtedness, liabilities, obligations, covenants and duties owing from the Company to the Purchasers, of any kind or nature, present or future, under the New Purchase Agreement and any other Debt Document, including, without limitation, the full and punctual payment of amounts due thereunder, whether absolute or contingent, joint or several, due or to become due, now existing or hereafter arising.

"UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in Massachusetts. Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC.

2. GRANT OF SECURITY INTEREST.

To secure the Obligations, the Company hereby assigns and grants to the Purchasers a continuing first priority lien on and security interest in the Collateral.

3. AUTHORIZATION TO COMPLETE FILINGS.

The Company hereby authorizes the Purchasers to file, in their sole discretion, in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto, to make any filing in the United States Patent, Trademark or Copyright office and to take any other action it deems reasonable to assure itself of the security interest granted hereunder (collectively, the "Filings"). Notwithstanding the foregoing, the Company shall execute and deliver such documents as the Purchasers reasonably deem necessary to create, perfect and continue the security interest in the Collateral contemplated hereby and shall make any Filings requested by the Purchasers. The Company shall pay, and save the Purchasers harmless against all Liabilities for the payment of all costs and expenses incurred by the Purchasers or the Company in connection with the Filings made under this Section 3.

4. PRESERVATION OF COLLATERAL; COVENANTS.

(a) The Company hereby represents and warrants that the Security Agreement creates in favor of the Purchasers a legal, valid and enforceable security interest in all right, title and interest of the Company in the Collateral to the extent that a security interest can be created therein under the UCC, and, on the date of the Closing (as defined in the Purchase Agreement), the Purchasers will have a fully perfected first priority lien on, and security interest in the Collateral described therein (to the extent such security interest can be perfected by filing a UCC-1 financing statement and a notice of patent and trademark grant with the U.S. Patent and Trademark Office).

(b) At any time after the occurrence and continuation of an Event of Default (as such term is defined in Section 5 below), upon written notice to the Company by the

Requisite Purchasers, the Purchasers may direct any persons who are indebted to the Company on any Collateral consisting of accounts or general intangibles to make payment directly to the Purchasers of the amounts due. The Purchasers are also authorized to give receipts to such account debtors for any such payments and the account debtors will be protected in making such payments to the Purchasers.

(c) The Company shall promptly do such acts and things, and execute and deliver conveyances, assignments, agreements and instruments, as may be required by the laws of the jurisdictions under which the Company is organized or within which the Company operates and such other instruments and documents as the Requisite Purchasers may reasonably request to effect the pledge of the Collateral to the Purchasers and the perfection of the Purchasers' security interest therein as contemplated by this Agreement.

(d) The Company shall prepare and keep, in accordance with generally accepted accounting principles consistently applied, complete and accurate records regarding the Collateral and, if and when requested by the Requisite Purchasers, shall prepare and deliver a complete and accurate schedule of all the Collateral in such detail as Purchasers may reasonably require.

(e) The Company shall ensure that at all times during the term of this Agreement the Collateral shall constitute not less than all of the Intellectual Property Rights owned of record or beneficially by the Company.

(f) Except for the security interest created under this Agreement and except as set forth in the New Purchase Agreement, the Company hereby represents and warrants to the Purchasers that the Company owns, has title, free of all liens, encumbrances and other security interests, to, has the right to use, sell, license and dispose of, and has the right to bring actions for the infringement of, all Intellectual Property Rights necessary for the conduct of the business of the Company.

(g) The Company hereby represents and warrants that it has authority and has obtained all approvals and consents necessary to enter into this Agreement, and the Company's execution, delivery and performance of this Agreement will not violate or conflict with the terms of the Company's Certificate of Incorporation or By-laws or any statute, regulation, ordinance, rule of law, agreement, contract, mortgage, indenture, bond, bill, note, or other instrument or writing binding upon the Company or to which the Company is subject.

(h) The Company shall preserve and maintain ownership of all Intellectual Property Rights and shall not assign, sell, convey, pledge, encumber or otherwise transfer any of the Intellectual Property Rights without the prior written consent of the Requisite Purchasers. Notwithstanding the foregoing, the Company shall be permitted to assign the Patents set forth in **Exhibit B** to the Department of Veteran Affairs ("VA") in exchange for an exclusive license in favor of the Company (the "License"), which License shall be deemed to constitute part of the Collateral securing the Obligations. The Purchasers agree to execute any required releases of the security interest in the Patents in order to effect the assignment to the VA, provided that such release shall not be deemed to release any

security interest in the License and the Company agrees to execute such documentation and take all actions reasonably required for the Purchasers to have a perfected security interest in the licensed rights thereunder.

(i) The Company shall maintain insurance relating to the ownership by the Company and use by the Company of the Collateral in amounts and of a type that are customary to businesses similar to that of the Company; provided that the Company shall not be required to obtain insurance in addition to that which it already maintains but shall maintain such existing insurance in accordance with this Section 4(i).

(j) Each of the Purchasers hereby agrees that the security interests of the Purchasers in the Collateral shall rank *pari passu* without preference or priority over the security interest of any other Purchaser, notwithstanding the time or order of filing of their respective financing statements, the date of perfection of any security interest or the time of the extension of credit. The Purchasers and the Company agree that, should an Additional Closing be held in accordance with Section 2.2 of the New Purchase Agreement, the security interest of such Additional Purchasers shall be *pari passu* with the Purchasers hereunder and the Purchasers hereby authorize the Company to file any amendment or amendments to the financing statements that is or are necessary to enable the Additional Purchasers, as "Purchasers," to perfect the liens granted in favor of such investors in connection with such Additional Closing.

(k) The Company will not make any prepayments of amounts owing to any Purchaser except upon prior written notice to, and concurrence by, the other Purchasers. Except payments for reimbursement of expenses of the Purchasers, the Company shall not, at any time, make, and no Purchaser shall accept, any payment except as shall be shared ratably between the Purchasers so as to maintain as near as possible the amount of the Obligations owing under the Debt Documents pro rata according to the Purchasers' respective proportionate interests in the amount of debt owed as of the date immediately prior to such payments.

(l) If any Purchasers shall at any time receive any payment of principal, interest or other charge arising under any of the Debt Documents, or any sum by virtue of counterclaim, offset or other lien that may be exercised or from any security, other than payments made in accordance with Section 4(k) above, such Purchasers shall share such payment or payments with the other Purchasers pro rata according to the amounts of the Obligations owing under the Debt Documents as of the date immediately prior to such payment or payments, except payments for reimbursement of expenses of the Purchasers.

5. EVENTS OF DEFAULT.

The occurrence and continuation of any Event of Default under the Notes, shall constitute an "Event of Default" under this Agreement.

6. REMEDIES.

(a) Upon the occurrence and during the continuation of any Event of Default, except for a Liquidation Event, the Requisite Purchasers may (i) declare all Obligations

secured hereby immediately due and payable immediately and (ii) take any and all other actions available to a senior secured creditor under the UCC and all other rights available at law or in equity, to collect and otherwise enforce the Notes; provided however, the Purchasers shall not undertake any of the foregoing actions or any other enforcement or collection with respect to the Obligations in the absence of the approval of the Requisite Purchasers. Each Purchaser's remedies include, but are not limited to, the right to (A) peaceably by its own means or with judicial assistance enter the Company's premises and take possession of the Collateral without prior notice to the Company or the opportunity for a hearing, (B) dispose of the Collateral on or outside of the Company's premises, or any part thereof (at the sole discretion of the Requisite Purchasers), at any public or private sale, for cash, upon credit or for future delivery, (C) transfer to or register the Collateral in its own name or the name of its nominee, and (D) require the Company to assemble the Collateral and make it available to the Purchasers at a place designated by the Requisite Purchasers. If there shall occur any Liquidation Event (as defined in the Notes), all Obligations shall automatically become due and payable.

(b) If at any time the Purchasers have the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which the Company owns or controls through a license or otherwise, the Company grants to the Purchasers a royalty-free, non-exclusive license or sublicense to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Purchasers in such Patent, Trademark or Copyright to dispose of any such Collateral for the purpose of the exercise of its rights and remedies in the Collateral granted herein; provided that, if the license comprising the Collateral is from a third-party, such royalty-free, non-exclusive license or sublicense shall be subject to the terms and conditions of that license, including, without limitation, any requirements to pay royalties or other fees to such third-party. Any such royalty-free license or sublicense shall extend to any person or persons purchasing such Collateral from the Purchasers.

(c) The Requisite Purchasers will give the Company reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives (to the full extent permitted by applicable law) all rights of redemption, stay and appraisal which the Company now has or may have at any time in the future under any applicable law. The requirements of commercially reasonable notice shall be met if such notice is sent to the Company at least ten (10) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include the Purchasers' reasonable attorney's fees and legal expenses, incurred or expended by the Purchasers to enforce any payment due it under this Agreement either as against the Company, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder.

(d) The proceeds of any sale of, or other realization upon, Collateral pursuant to or as contemplated by this Agreement, as well as any Collateral consisting of cash, shall be promptly applied as follows:

FIRST, to payment of all reasonable costs and expenses incurred by the Purchasers in connection with such sale, including, but not limited to, all court costs and the attorneys fees and legal expenses, the repayment of all advances made by the Purchasers hereunder on behalf of the Company and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder;

SECOND, to the payment in full of the Obligations or, in the event such proceeds are insufficient to pay in full the Obligations, ratably to the Purchasers in accordance with each Purchaser's pro rata share of the Obligations; and

THIRD, to the Company, its successors and assigns, or as a court of competent jurisdiction may otherwise direct.

7. POWER OF ATTORNEY-IN-FACT.

Effective only upon the occurrence and during the continuance of an Event of Default, the Company hereby irrevocably appoints each of the Purchasers as the Company's attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which such Purchaser may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, each Purchaser, acting under the approval of the Requisite Purchasers, shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Purchasers' respective names or in the name of the Company, to (i) ask for, demand, sue for, collect, receive receipt and give acquittance for any and all moneys due or to become due and under and by virtue of any Collateral, (ii) endorse checks, drafts, orders and other instruments for the payment of money payable to the Company representing any distribution payable on or with respect to the Collateral or any part thereof or on account thereof and give full discharge for the same, (iii) settle, compromise, prosecute or defend any action, claim or proceeding with respect to any of the foregoing and (iv) sell, convey, assign, pledge, transfer and make any agreement respecting, or otherwise deal with, the same.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating the Purchasers to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Purchasers, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due on or with respect thereto or any property covered thereby, and no action taken by the Purchasers or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Company or to any claim or action against the Purchasers.

8. SECURITY INTEREST ABSOLUTE.

All rights of the Purchasers hereunder, the grant of the security interest in the Collateral and all obligations of the Company hereunder shall be absolute and unconditional, irrespective of, except to the extent not permitted to be waived under applicable laws, any lack of validity or enforceability of the Obligations or any Debt Document or any other agreement or instrument relating to any of the foregoing, any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the New Purchase Agreement or any other Debt Document or any other agreement or instrument relating to any of the foregoing, failure by the Purchasers to take steps to perfect or maintain perfected its security interest in, or to preserve its rights to, any of the Collateral, any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guaranty, for all or any of the Obligations, the disallowance under Section 502 of the Bankruptcy Code of all or any portion of the claims of the Purchasers for repayment of the Obligations, or any other circumstance which might otherwise constitute a legal or equitable defense available to, or a legal or equitable discharge of, the Company with respect to the Obligations or with respect to this Agreement other than the indefeasible payment in full of all of the Obligations and/or the conversion of all of the Notes issued under the New Purchase Agreement.

9. TERMINATION.

This Agreement and the security interests granted hereunder shall terminate when all of the Obligations (other than unknown contingent Obligations) have been fully and indefeasibly paid and performed or otherwise satisfied. The release of Collateral or reassignment of rights to the Company upon the termination of this Agreement shall be without recourse to or warranty by any Purchaser and shall be made at the expense of the Company. Upon the release of Collateral or reassignment of rights to the Company, each Purchaser will, at the expense of the Company, execute and deliver to the Company such documents as the Company shall reasonably request to evidence such release and reassignment and shall deliver to the Company all Collateral so released then in its possession and not applied in satisfaction of the Obligations.

10. FURTHER ASSURANCES.

The Company agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as the Requisite Purchasers may at any time reasonably request in connection with the administration and enforcement of this Agreement or with respect to the Collateral or any part thereof or in order better to assure and confirm unto the Purchasers their rights and remedies hereunder and to permit the exercise thereof in compliance with applicable laws, including, upon an Event of Default, federal securities laws and all applicable laws of foreign jurisdiction.

11. NOTICES.

All notices, demands and requests of any kind to be delivered to any party in connection with this Agreement shall be in writing and (i) delivered personally, (ii) sent by nationally-recognized overnight courier guaranteeing next day delivery, (iii) sent by first class, registered or certified mail, return receipt requested or (iv) sent by facsimile, in each case to such party at its address as follows:

if to the Company, to:

TransMedics, Inc.
600 West Cummings Park
Suite 3050
Woburn, MA 018016
Attention: Chief Executive Officer
Telephone: (781) 939-0872
Telecopier:

with a copy to:

William Contente
Lucash, Gesmer & Updegrove, LLP
40 Broad Street
Boston, MA 02109
Telephone: (617) 350-6800
Telecopier: (617) 350-6878

if to the Purchasers, at their respective addresses as set forth on the signature page hereto, with a copy to:

Paul Kinsella, Esq.
Palmer & Dodge LLP
111 Huntington Avenue
Boston, MA 02199-7613
Telephone: (617) 239-0513
Telecopier: (617) 227-4420

and

Perry Kliot, Esq.
Lapointe Rosenstein
1250 Rene-Levesque Blvd. West
Suite 1400
Montreal, Quebec H3B 5E9
Canada

Any notice, demand or request so delivered shall constitute valid notice under this Agreement and shall be deemed to have been received (A) on the day of actual delivery in the case of personal delivery, (B) on the next Business Day after the date when sent in the case of delivery by nationally-recognized overnight courier, (C) on the fifth Business Day after the date of deposit in the mail in the case of mailing or (D) upon receipt in the case of a facsimile transmission. Any party hereto may from time to time by notice in writing served upon the other as aforesaid designate a different mailing address or a different person to which all such notices, demands or requests thereafter are to be addressed.

12. GOVERNING LAW; WAIVER OF JURY TRIAL.

(a) All questions concerning the construction, interpretation and validity of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether in the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. In furtherance of the foregoing, the internal law of the Commonwealth of Massachusetts will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. Notwithstanding the foregoing provisions of this Section 12, those provisions of this Agreement that relate to the internal governance of the Company and are required by Delaware Corporate law to be governed by such, shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware.

(b) BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR ANY DOCUMENTS RELATED HERETO.

13. MISCELLANEOUS.

(a) No delay or omission on any party's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will any party's action or inaction impair any such right or power. The rights and remedies granted to the parties hereunder are cumulative and not exclusive of any other rights or remedies which any party may have under other agreements, at law or in equity.

(b) In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(c) No modification, amendment or waiver of any provision of this Agreement will be effective unless made in a writing signed by the Company and the Requisite Purchasers, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

(d) This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(e) This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

(f) This Agreement will be binding upon and inure to the benefit of the Company and the Purchasers and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Company may not assign this Agreement in whole or in part without the Requisite Purchasers' prior written consent.

(g) The Company shall defend, indemnify and hold harmless each of the Purchasers and their officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the Company's failure to comply with the terms of this Agreement; and (b) all losses in any way suffered, incurred, or paid by Purchasers as a result of or in any way arising out of, following, or consequential to the Company's failure to comply with the terms of this Agreement (including without limitation reasonable attorneys' fees and expenses), except for losses caused by Purchasers' gross negligence or willful misconduct.

(h) All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding.


(i) In this Agreement, unless the Requisite Purchasers and the Company otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or

exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

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IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed and effective as of the date first above written.

TRANSMEDICS, INC.

By: 
Name: Walced H. Hasenstein, MD
Title: President and Chief Executive Officer

PURCHASERS:

ALTA CALIFORNIA PARTNERS II, L.P.

By: Alta California Management Partners II, LLC, its General Partner

By: _____
Name: Member
Address: One Embarcadero Center
Suite 4050
San Francisco, CA 94111

ALTA EMBARCADERO PARTNERS II, LLC

By: _____
Under Power of Attorney
Name:
Title:
Address: One Embarcadero Center
Suite 4050
San Francisco, CA 94111

J.P. MORGAN PARTNERS (23A SBIC), LLC

By: J.P. Morgan Partners (23A SBIC Manager), Inc.

By: _____
Name:
Title:
Address: c/o J.P. Morgan Partners, LLC
Attention: Official Notices Clerk
(FBO: Benjamin Edmands)
1221 Avenue of the Americas
New York, NY 10020

IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed and effective as of the date first above written.

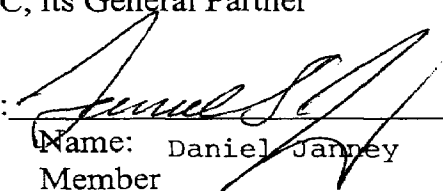
TRANSMEDICS, INC.

By: _____
Name: Waleed H. Hassanein, MD
Title: President and Chief Executive Officer


PURCHASERS:

**ALTA CALIFORNIA PARTNERS II,
L.P.**

By: Alta California Management Partners II,
LLC, its General Partner

By:  _____
Name: Daniel Janney
Member
Address: One Embarcadero Center
Suite 4050
San Francisco, CA 94111

**ALTA EMBARCADERO PARTNERS
II, LLC**

By:  _____
Under Power of Attorney
Name: Elaine Walker
Title: Under Power of Attorney
Address: One Embarcadero Center
Suite 4050
San Francisco, CA 94111

J.P. MORGAN PARTNERS (23A SBIC), LLC

By: J.P. Morgan Partners (23A SBIC Manager), Inc.

By: _____
Name:
Title:
Address: c/o J.P. Morgan Partners, LLC
Attention: Official Notices Clerk
(FBO: Benjamin Edmands)
1221 Avenue of the America's
New York, NY 10020

IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed and effective as of the date first above written.

TRANSMEDICS, INC.

By: _____
Name: Waleed H. Hassanein, MD
Title: President and Chief Executive Officer

PURCHASERS:

ALTA CALIFORNIA PARTNERS II, L.P.

By: Alta California Management Partners II, LLC,
its General Partner

By: _____
Name:
Member
Address: One Embarcadero Center
Suite 4050
San Francisco, CA 94111

ALTA EMBARCADERO PARTNERS II, LLC

By: _____
Name:
Under Power of Attorney
Address: One Embarcadero Center
Suite 4050
San Francisco, CA 94111

J.P. MORGAN PARTNERS (23A SBIC), LLC

By: J.P. Morgan Partners (23A SBIC Manager), Inc.

By: _____
Name: Mitchell Blue
Title: Managing Director
Address: c/o J.P. Morgan Partners, LLC
Attention: Official Notices Clerk
(FBO: Benjamin Edmands)
1221 Avenue of the Americas
New York, NY 10020


Security Agreement

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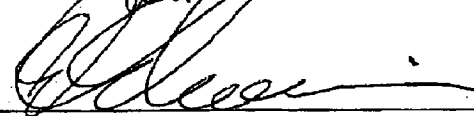
FROM JPMORGAN PARTNERS

-13-

CAPITAL TECHNOLOGIES CDPQ INC.

By: 

Name: *J. Drouin*
Title: *Partner*

By: 

Name:
Title:
Address: 1801 McGill College
13th Floor, Suite 1300
Montreal, Quebec, H3A 2N4
Canada

ONE LIBERTY VENTURES 2000, LP

By: One Liberty Partners 2000, LLC,
its General Partner

By: _____

Name: Edward M. Kania, Jr.
Title: Managing Member

Address: Flagship Ventures
150 Cambridge Park Drive
10th Floor
Cambridge, MA 02140
Attn: Edward M. Kania, Jr.
Managing Director and Chairman

CAPITAL TECHNOLOGIES CDPQ INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 1801 McGill College
13th Floor, Suite 1300
Montreal, Quebec, H3A 2N4
Canada

ONE LIBERTY VENTURES 2000, LP

By: One Liberty Partners 2000, LLC,
its General Partner

By: _____

Name: Edward M. Kania, Jr.

Title: Managing Member

Address: Flagship Ventures
150 Cambridge Park Drive
10th Floor
Cambridge, MA 02140
Attn: Edward M. Kania, Jr.
Managing Director and Chairman

ONE LIBERTY ADVISORS 2000, LP

By: One Liberty Partners 2000, LLC,
its General Partner

By: 

Name: Edward M. Kania, Jr.
Title: Managing Member

Address: Flagship Ventures
150 Cambridge Park Drive
10th Floor
Cambridge, MA 02140
Attn: Edward M. Kania, Jr.
Managing Director and Chairman

Schedule of Purchasers and NotesAmended Notes

<u>Purchaser</u>	<u>Principal Amount of Original Notes</u>	<u>Interest Accrued Through Closing Date</u>	<u>Aggregate Principal Amount of Amended Notes</u>
Alta California Partners II, L.P.	\$ 65,834.94	\$1,024.10	\$66,859.04
Alta Embarcadero Partners II, LLC	\$ 831.73	\$ 12.94	\$844.67
Capital Technologies CDPQ Inc.	\$ 66,666.67	\$1,037.04	\$67,703.71
J.P. Morgan Partners (23A SBIC), LLC	\$ 66,666.67	\$1,037.04	\$67,703.71
TOTAL	\$200,000.01	\$3,111.12	\$203,111.13

Additional NotesIssued at the First Closing Under the New Purchase Agreement

<u>Purchaser</u>	<u>Principal Amount of Note</u>	<u>Aggregate Purchase Price</u>
OneLiberty Ventures 2000 LP	\$ 375,000.00	\$ 375,000.00
Alta California Partners II, L.P.	\$ 246,881.01	\$ 246,881.01
Alta Embarcadero Partners II, LLC	\$ 3,118.99	\$ 3,118.99
TOTAL	\$625,000.00	\$625,000.00

To be Issued at the Additional Closing Under the New Purchase Agreement

<u>Purchaser</u>	<u>Principal Amount of Note</u>	<u>Aggregate Purchase Price</u>
OneLiberty Ventures 2000, LP	\$ 1,057,500.00	\$ 1,057,500.00
OneLiberty Advisors Fund 2000, LP	\$ 67,500.00	\$ 67,500.00
Alta California Partners II, L.P.	\$ 740,643.04	\$ 740,643.04
Alta Embarcadero Partners II, LLC	\$ 9,356.96	\$ 9,356.96
Capital Technologies CDPQ Inc.	\$ 1,000,000.00	\$ 1,000,000.00
TOTAL	\$2,875,000.00	\$2,875,000.00