

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransMedics, Inc.		06/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OrbiMed Royalty Opportunities II, LP		
Street Address:	601 Lexington Avenue, 54th Floor		
Internal Address:	c/o OrbiMed Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3133607	TRANSMEDICS	
Registration Number:	3130424	TRANSMEDICS	
Registration Number:	3133609	TRANSMEDICS	
Registration Number:	3378045	TM	
Registration Number:	3378044	TM	
Registration Number:	3378043	TM	
CORRESPONDENCE DATA			
Fax Number:	2026626291		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202)662-6000		
Email:	jaugsburger@cov.com		
Correspondent Name:	Covington & Burling LLP		
Address Line 1:	One CityCenter, 850 Tenth Street, NW		
Address Line 2:	Attn: Patent Docketing		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	034550.00045		
NAME OF SUBMITTER:	Jennifer Augsburger		
SIGNATURE:	/jenn augsburger/		

CH \$165.00 3133607

DATE SIGNED:	06/22/2018
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2018 (this “Agreement”), is made by TRANSMEDICS, INC., a Delaware corporation (the “Grantor”), in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of June 22, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between TransMedics, Inc., a Delaware corporation (the “Borrower”) and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of June 22, 2018 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (f) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of Grantor’s right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

- (a) (i) all of its Trademarks, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and
- (ii) the right to obtain all reissues, extensions or renewals of the foregoing;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding anything to the contrary herein, Trademark Collateral shall not include any Excluded Assets (as defined in the Security Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

TRANSMEDICS, INC.

By: 
Name: Stephen M. Gordon
Title: Chief Financial Officer






Signature Page to Trademark Security Agreement




SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Issued Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MISCELLANEOUS design 	Australia Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	Canada	790432	02/11/11
MISCELLANEOUS design 	China Madrid Protocol Class 1	933367	08/01/07
MISCELLANEOUS design 	China Madrid Protocol Class 41	933367	08/01/07
MISCELLANEOUS design 	Curacao Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	European Community Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	Israel Class 1 Class 10 Class 41	203139	12/04/08

MISCELLANEOUS design 	Japan Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	Monaco Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	Caribbean Netherlands Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	New Zealand	773266	06/05/07
MISCELLANEOUS design 	Norway Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	St. Maarten Madrid Protocol	933367	08/01/07
MISCELLANEOUS design 	Switzerland Madrid Protocol	933367	08/01/07

MISCELLANEOUS design 	United States Class 1	3378043	02/05/08
MISCELLANEOUS design 	United States Class 10	3378044	02/05/08
MISCELLANEOUS design 	United States Class 41	3378045	02/05/08
TRANSMEDICS	Australia Madrid Protocol	868714	08/31/05
TRANSMEDICS	European Community Madrid Protocol	868714	08/31/05
TRANSMEDICS	Japan Madrid Protocol	868714	08/31/05
TRANSMEDICS	Madrid Protocol	868714	08/31/05
TRANSMEDICS	Monaco Madrid Protocol	868714	08/31/05

TRANSMEDICS	Switzerland Madrid Protocol	868714	08/31/05
TRANSMEDICS	United States Class 1	3133609	08/22/06
TRANSMEDICS	United States Class 10	3130424	08/15/06
TRANSMEDICS	United States Class 41	3133607	08/22/06

Item B. Trademark Licenses

None.