

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights under Reel/Frame: 4518/0191

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc. (fka Hercules Technology Growth Capital, Inc.)		06/22/2018	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	TransMedics, Inc.
Street Address:	200 Minuteman Road, Suite 302
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76633482	TRANSMEDICS
Serial Number:	76633136	TRANSMEDICS
Serial Number:	76633135	TRANSMEDICS
Serial Number:	77197484	TM
Serial Number:	77197483	TM
Serial Number:	77197480	TM

CORRESPONDENCE DATA

Fax Number: 6175265000
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.

Phone: 617-526-6448
Email: huelinh.tran@wilmerhale.com
Correspondent Name: Michael J. Bevilacqua, Esq.
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
SIGNATURE:	/michael j. bevilacqua/

OP \$165.00 76633482

DATE SIGNED:	06/26/2018
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Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN
TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of June 22, 2018, is made by HERCULES CAPITAL, INC. (formerly known as Hercules Technology Growth Capital, Inc.) (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to each of (i) the Trademark Grant of Security Interest dated February 25, 2009 (the "2009 Trademark Security Agreement") and (ii) the Trademark Grant of Security Interest dated March 16, 2011 (the "2011 Trademark Security Agreement" and together with the 2009 Trademark Security Agreement, the "Trademark Security Agreements"), a lien on and security interest (the "Security Interest") was granted by TRANSMEDICS, INC. (the "Grantor") to the Secured Party in the Trademark Collateral (as hereinafter defined);

WHEREAS, the 2009 Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 16, 2009, at Reel/Frame 003953/0044, and the 2011 Trademark Security Agreement was recorded on April 8, 2011, at Reel/Frame 004518/0191; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's' rights, titles and interests of every kind and nature in, to and under the Trademarks and proceeds thereof, including without limitation the trademarks and trademark applications listed on Schedule 1 hereto and all other Trademark Collateral (as defined in each of the Trademark Security Agreements). Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreements.

2. Release of Security Interest. The Secured Party, without representation, warranty or recourse, hereby terminates, releases and discharges any and all security interests in the Trademark Collateral, including the Trademark Collateral listed on Schedule 1 hereto, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Recordation. The Secured Party authorizes the United States Commissioner for Trademarks or any other applicable government officer to record this Termination and Release at the Grantor's expense.

4. Further Assurances. The Secured Party agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination and Release.

5. Execution. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

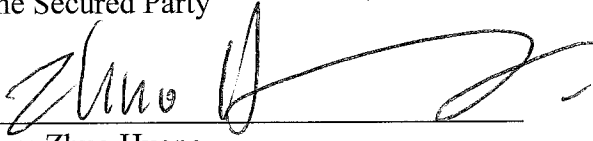
6. Governing Law. **THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademark Rights by its duly authorized officer as of the date first above written.

HERCULES CAPITAL, INC.

as the Secured Party

By: 

Name: Zhuo Huang

Title: Associate General Counsel

Signature Page to Termination and Release of Security Interest in Trademark Rights (Hercules)

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TRADEMARK
REEL: 006364 FRAME: 0433

Schedule 1

TRADEMARKS

A. TRADEMARK AND TRADEMARK APPLICATIONS:

<i>APPLICATION OR TRADEMARK NUMBER US</i>	<i>ISSUE OR FILING DATE</i>	<i>TITLE</i>	<i>STATUS/REGISTRATION DATE</i>
76/633482	3/10/2005	Transmedics Class 1 (Solutions)	8/22/2006
76/633136	3/10/2005	Transmedics Class 10 (Organ Preservation System)	8/15/2006
76/633135	3/10/2005	Transmedics Class 41 (Training)	8/22/2006
77/197484	6/5/2007	Transmedics Class 41 (Misc. Design]	Pending
77/197483	6/5/2007	Transmedics Class 10 [Misc. Design]	Pending
77/197480	6/5/2007	Transmedics Class 1 [Misc. Design]	Pending
FOREIGN			
1270691 Canada	9/1/2005	Transmedics	Allowed
868714 Madrid Prot	3/10/2005	Transmedics International	Priority to 3/10/05 US Appl
868714 Japan	3/10/2005	Transmedics in Japan	Grant based on Intl Reg.
Australia	3/10/2005	Transmedics in Australia	Prelim Refusal
868714EU	3/10/2005	Transmedics in European Comm	Grant based on Intl Reg.
Switzerland	3/1-/2005	Transmedics in Switzerland	Pending
Monaco	3/10/2005	Transmedics in Monaco	Pending

B. TRADEMARK LICENSES

Corresponding Trademark No.	Date License Granted	Licensee	Termination Date
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NONE