

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OrbiMed Royalty Opportunities II, LP		07/25/2022	Limited Partnership: DELAWARE
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	
Registration Number:	3378043	TM	
Registration Number:	3378044	TM	
Registration Number:	3378045	TM	
Registration Number:	3133609	TRANSMEDICS	
Registration Number:	3130424	TRANSMEDICS	
Registration Number:	3133607	TRANSMEDICS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	TRME-043		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	07/25/2022		

CH \$165.00 3378043

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made and effective as of July 25, 2022 and granted by ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “**Lender**”), as lender under the Credit Agreement referred to below, in favor of TRANSMEDICS, INC., a Delaware corporation (the “**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 22, 2018, as amended by the Waiver, dated as of September 26, 2018, as amended by the Second Waiver, dated as of October 15, 2018, as amended by the Third Waiver, dated as of March 29, 2019, as amended by the First Amendment to Credit Agreement, dated as of February 27, 2020 and as amended by the Second Amendment to Credit Agreement, dated as of April 23, 2020 (as so amended and as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and between the Grantor and the Lender, the Grantor executed and delivered to the Lender (i) that certain Pledge and Security Agreement, dated as of June 22, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Pledge & Security Agreement**”), by and among the Grantor, its Affiliates from time to time party thereto and the Lender and (ii) that certain Trademark Security Agreement, dated as of June 22, 2018 (the “**Trademark Security Agreement**” and together with the Pledge & Security Agreement, the “**Security Agreements**”), by the Grantor in favor of the Lender;

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender for its benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006362, Frame 0536 on June 22, 2018; and

WHEREAS, the Lender wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

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

1. Release of Security Interest. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill connected with the use of such Trademark Collateral (including the trademarks listed on **Schedule 1** hereto).

2. Authorization. The Lender hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.

3. Further Assurances. The Lender 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 Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS 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.**

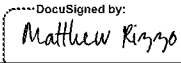
[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORBIMED ROYALTY OPPORTUNITIES II, LP
as the Lender

By OrbiMed ROF II LLC,
its General Partner

By OrbiMed Advisors LLC,
its Managing Member

By:  _____
Name: Matthew Rizzo
Title: Member







[Signature Page to Release of Security Interest in Trademarks - TransMedics, Inc.]

TRADEMARK
REEL: 007801 FRAME: 0079

SCHEDULE 1

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.