

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransMedics, Inc.		07/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay Street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	National Banking Association: CANADA		
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:			
<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:	2133307717		
Email:	corina.rachina@us.dlapiper.com		
Correspondent Name:	Corina Rachina		
Address Line 1:	550 South Hope Street		
Address Line 2:	Suite 2400		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/28/2022		

CH \$165.00 3378043

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of July 25, 2022, is entered into by and among CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and TransMedics, Inc., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Credit Agreement, dated as of the date hereof, by and among TransMedics Group, Inc., a Massachusetts corporation (the “**Borrower**”), the Lenders party thereto from time to time and CANADIAN IMPERIAL BANK OF COMMERCE, as the administrative agent and collateral agent for the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. Grantor is party to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) in favor of Bank, for the benefit of the Secured Parties, pursuant to which the Obligations are secured by the Collateral, including without limitation, all of Grantor’s Intellectual Property (other than any Excluded Assets).

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property (other than any Excluded Assets). Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform

Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007805 FRAME: 0322

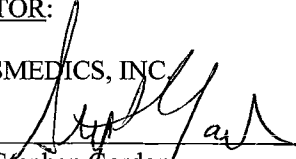
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

TransMedics, Inc.
30 Minuteman Road
Andover, MA 01810
Attention: Stephen Gordon
Telephone No.: 978-552-5071
E-Mail: sgordon@transmedics.com

GRANTOR:

TRANSMEDICS, INC.

By: 
Name: Stephen Gordon
Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
E-mail: imran.premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007805 FRAME: 0323

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

TransMedics, Inc.
30 Minuteman Road
Andover, MA 01810
Attention: Stephen Gordon
Telephone No.: 978-552-5071
E-Mail: sgordon@transmedics.com

GRANTOR:

TRANSMEDICS, INC.

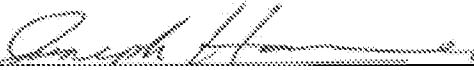
By: _____
Name: Stephen Gordon
Title: Chief Financial Officer

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
E-mail: imran.premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Joseph Hammer
Title: Assistant General Manager


By:  _____
Name: Graham Quisenberry
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS

NONE.

EXHIBIT B




PATENTS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	ISSUE / APPLICATION DATE
PERFUSION APPARATUS AND METHOD INCLUDING CHEMICAL COMPOSITIONS FOR MAINTAINING AN ORGAN	6,100,082	23-Sep-1997
HEART PRESERVATION CHAMBER	7,572,622	14-Aug-2003
METHOD OF TIMING PULSATILE FLOW OF NORMOTHERMIC PERFUSATE TO THE HEART	7,651,835	07-Oct-2005
METHOD FOR EX-VIVO ORGAN CARE AND FOR USING LACTATE AS AN INDICATION OF DONOR ORGAN STATUS	8,304,181	25-Apr-2007
SYSTEMS AND METHODS FOR EX VIVO LUNG CARE	8,420,380	08-Apr-2008
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	8,465,970	07-Oct-2005
SYSTEMS AND METHODS FOR EX VIVO ORGAN CARE	8,535,934	19-Apr-2007
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	8,585,380	07-Oct-2005
SYSTEMS AND METHODS FOR EX VIVO ORGAN CARE	8,822,203	28-Sep-2010
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	9,055,740	07-Oct-2005
SYSTEMS, METHODS, COMPOSITIONS AND SOLUTIONS FOR PERFUSING AN ORGAN	9,078,428	07-Oct-2005
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	9,215,867	07-Oct-2005
SYSTEM AND METHOD FOR EX VIVO LUNG CARE	9,247,728	08-Apr-2008
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	9,301,519	07-Oct-2005
SYSTEMS FOR MONITORING AND APPLYING ELECTRICAL CURRENTS IN AN ORGAN PERFUSION SYSTEM	9,457,179	06-Jul-2007
SYSTEMS AND METHODS	9,462,802	08-Apr-2008

FOR EX VIVO LUNG CARE		
SYSTEMS AND METHODS FOR EX VIVO LUNG CARE	9,516,875	12-Feb-2013
SYSTEMS AND METHODS FOR Ex vivo LUNG CARE	9,814,230	08-Apr-2008
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE AND FOR USING LACTATE AS AN INDICATION OF DONOR ORGAN STATUS	9,894,894	16-Aug-2012
EX VIVO ORGAN CARE SYSTEM	10,076,112	02-Jun-2015
SYSTEMS, METHODS, COMPOSITIONS AND SOLUTIONS FOR PERFUSING AN ORGAN	10,039,276	09-Jun-2015
AORTIC CANNULA FOR EX VIVO ORGAN CARE SYSTEM	10,194,655	07-Sep-2016
SYSTEMS FOR MONITORING AND APPLYING ELECTRICAL CURRENTS IN AN ORGAN PERFUSION SYSTEM	10,327,443	11-Jul-2016
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	10,314,303	12-Nov-2015
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE AND FOR USING LACTATE AS AN INDICATION OF DONOR ORGAN STATUS	10,321,676	29-Dec-2017
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE AND FOR USING LACTATE AS AN INDICATION OF DONOR ORGAN STATUS	10,736,314	26-Apr-2019
SYSTEMS AND METHODS FOR EX VIVO LUNG CARE	10,750,738	8-Apr-2008
AORTIC CANNULA FOR EX VIVO ORGAN CARE SYSTEM	11,122,795	21-Dec-2018
EX VIVO ORGAN CARE SYSTEM	11,154,050	13-Sep-2018
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	11,191,263	26-Apr-2019
ORGAN CARE SOLUTION FOR EX-VIVO MACHINE PERFUSION OF DONOR LUNGS	13/446706	13-Apr-2012
SYSTEMS AND METHODS	14/464426	20-Aug-2014

FOR EX VIVO ORGAN CARE		
SYSTEMS FOR MONITORING AND APPLYING ELECTRICAL CURRENTS IN AN ORGAN PERFUSION SYSTEM	16/418250	21-May-2019
SYSTEMS, METHODS, COMPOSITIONS AND SOLUTIONS FOR PERFUSING AN ORGAN	16/053206	02-Aug-2018
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE AND FOR USING LACTATE AS AN INDICATION OF DONOR ORGAN STATUS	16/916514	30-Jun-2020
SYSTEMS AND METHODS FOR EX VIVO LUNG CARE	16/943808	30-Jul-2020
SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE	17/530037	18-Nov-2021
EX VIVO ORGAN CARE SYSTEM	17/509520	25-Oct-2021
AORTIC CANNULA FOR EX VIVO ORGAN CARE SYSTEM	17/245262	30-Apr-2021
EX VIVO ORGAN CARE SYSTEM	17/72298	18-Apr-2022

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION / APPLICATION NUMBER	REGISTRATION / APPLICATION DATE
MISCELLANEOUS design 	3378043	02/05/08
MISCELLANEOUS design 	3378044	02/05/08
MISCELLANEOUS design 	3378045	02/05/08
TRANSMEDICS	3133609	08/22/06
TRANSMEDICS	3130424	08/15/06
TRANSMEDICS	3133607	08/22/06