

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Waleed Hassanein (10/13/2005), Paul Lezberg
(10/13/2005), and Tamer Khayal (10/13/2005)

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

2. Name and address of receiving party(ies)

Name: TransMedics, Inc.

Internal Address: _____

Street Address: _____

200 Minuteman Road
Suite 302

City: Andover

State: Massachusetts

Country: United States of America Zip: 01810

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424. Confirmatory License

☐ Other _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/246919

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Lisa M. Treannie
ROPES & GRAY LLP

Internal Address: Atty. Dkt.: TRME-P01-003

Street Address: One International Place

City: Boston

State: MA Zip: 02110-2624

Phone Number: (617) 951-7725

Fax Number: (617) 951-7050

Email Address: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 18-1945

Authorized User Name Lisa M. Treannie

9. Signature:

Charles Larsen

Signature

4-19-06

Date

Charles Larsen - 48,533

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: 4/19/06

Signature: Joanne Ryan (Joanne Ryan)

ASSIGNMENT

WHEREAS, we, **Waleed Hassanein, Paul Lezberg and Tamer Kyahal** have invented a certain improvement in **Systems, Methods, Compositions and Solutions for Perfusing an Organ** described in an application for Letters Patent of the United States, the specification of which:

☐ is being executed on even date herewith; and is about to be filed in the United States Patent Office;

☒ was filed on **October 7, 2005** as Application No. _____.

☐ was patented under U.S. Patent No. _____ on _____.

WHEREAS, Transmedics, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, having principal offices at 200 Minuteman Road, Suite 203, Andover, Massachusetts 01810 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any reissue, continuation, divisional and foreign counterparts thereof; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys

and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seal(s) the date set forth below.

Inventor's Signature: _____


Waleed Hassanein


Comm. ~~State~~ of Massachusetts)
County of Essex)

Then personally appeared before me the above-named **Waleed Hassanein** and acknowledged that he executed the foregoing instrument as his free act and deed this 13th day of October, 2005.

(SEAL)



JON C. TRACHTENBERG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2011


Notary Public

My commission expires 10/6/11

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seal(s) the date set forth below.

Inventor's Signature: 
Paul Lezberg

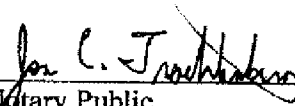
Comm. Massachusetts)
State of Essex)
County of Essex)

Then personally appeared before me the above-named **Paul Lezberg** and acknowledged that he executed the foregoing instrument as **his** free act and deed this 13th day of October, 2005.

(SEAL)



JON C. TRACHTENBERG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2011


Notary Public


My commission expires 10/6/11

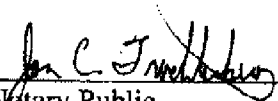
IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seal(s) the date set forth below.

Inventor's Signature: 
Tamer Khayal

Comm. Massachusetts)
State of Massachusetts)
County of Essex)

Then personally appeared before me the above-named **Tamer Khayal** and acknowledged that he executed the foregoing instrument as **his** free act and deed this 13th day of October, 2005.

(SEAL)  JON C. TRACHTENBERG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2011


Notary Public

My commission expires 10/6/11