



Jonathan Rourke

**CONFIRMATORY ASSIGNMENT**

WHEREAS, the Undersigned has developed certain inventions described in the following U.S. patent applications:

Application No.	Date Filed	Title
11/246902	10/07/05	SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE
<del>11/246903</del>	<del>10/07/05</del>	<del>SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE</del>
11/246903	10/07/05	SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE
11/245958	10/07/05	SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE
60/694971	06/28/05	SYSTEMS AND METHODS FOR EX-VIVO ORGAN MAINTENANCE
60/725168	10/06/05	SYSTEMS AND METHODS FOR EX-VIVO ORGAN CARE

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 302, Andover, Massachusetts 01810 desires to acquire an interest therein in accordance with agreements duly entered into with me;

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, I 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 inventions as described in said applications, together with my entire right, title and interest in and to said applications and such Letters Patents as may issue thereon, and any reissue, continuation, divisional and foreign counterparts thereof; said inventions, applications and Letters Patents 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 Patents may be granted as fully and entirely as the same would have been held by me had this assignment not been made; I 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 Patents, all choses in action pertaining to the applications or Letters Patents 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 Patents. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said inventions, 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 Patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patents to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, I hereby further agree for myself and my 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 inventions to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including

**Jonathan Rourke**

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 inventions or any applications or patents directed thereto may be involved;

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

The undersigned hereby authorizes Ropes & Gray LLP, of One International Place, Boston, MA 02110, to insert hereon any further identification information necessary or desirable for recordation of this document.

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

Inventor's Signature: \_\_\_\_\_

Jonathan Rourke

State/Commonwealth of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

Then personally appeared before me the above-named Jonathan Rourke and acknowledged that he executed the foregoing instrument as his free act and deed this 13<sup>th</sup> day of June, 2006.

(SEAL)  
 Notary Public



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

\_\_\_\_\_  
 Jon C. Trachtenberg

My commission expires 10/6/11