

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (“First Amendment”) is effective as of the date of the last signature between the UNIVERSITY OF MARYLAND, BALTIMORE (“UMB”), a constituent institution of the University System of Maryland, a public corporation and an instrumentality of the State of Maryland, and HARPOON MEDICAL, INC., a Delaware corporation (“Company”).

BACKGROUND

UMB and Company entered into a Master License Agreement, effective as of August 22, 2013 (“MLA”), under which Company received an exclusive license to practice the Patent Rights. (Any capitalized term which is not otherwise defined in this Second Amendment shall have the meaning set forth in the MLA.)

Company has requested an extension of Redacted to achieve its first fundraising milestone. UMB has agreed to grant that extension. Therefore, the parties agree to amend the MLA as set forth herein.

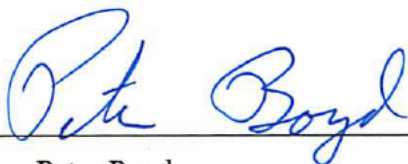
NOW THEREFORE, the Parties agree as follows:


1. Schedule C of the MLA is hereby deleted in its entirety, and replaced with the Schedule C attached to this First Amendment.
2. Except as specifically modified in this Amendment, all terms and conditions of the MLA shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this First Amendment to be executed under seal by its duly authorized representative.

HARPOON MEDICAL, INC.

UNIVERSITY OF MARYLAND, BALTIMORE

By:  (SEAL)
Name: Peter Boyd
Title: VP Business Development & GC
Date: March 24, 2014

By:  (SEAL)
Name: Jay A. Perman, M.D.
Title: President
Date: 4/1/14

SCHEDULE C MILESTONES

1. Receipt by the Company of a cumulative amount of grant, debt or equity financing in the amount of at least **Redacted** by **Redacted**.
2. First use of Licensed Products in a human Clinical Investigation to support a regulatory approval filing in any non-U.S. country by **Redacted**.
3. Receipt by the Company of additional grant, debt or equity financing in the amount of at least **Redacted** by **Redacted**.
4. CE Marking approval (or other comparable regulatory approval) for marketing of a Licensed Product by **Redacted**.
5. First Commercial Sale of a Licensed Product by **Redacted**.
6. First use of Licensed Products in a human Clinical Investigation to support a regulatory approval filing in the United States by **Redacted**.
7. FDA approval for marketing a Licensed Product in the United States by **Redacted**.