

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement (the "**Second 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 (the "**Company**").

BACKGROUND

UMB and the Company entered into a Master License Agreement, effective as of August 22, 2013 ("**MLA**"), under which the 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.)

UMB and the Company entered into an amendment to the MLA on April 1, 2014 (the "**First Amendment**") which extended the date required to achieve the first fundraising milestone by [Redacted] which fundraising milestone was subsequently achieved within the amended timeframe.

The Company will enter into an agreement with Edwards Lifesciences, LLC ("**Edwards**") where Edwards will receive an option to acquire the Company via [Redacted] on or before [Redacted] in exchange for a payment of [Redacted] [Redacted] (the "**Option Agreement**").

As a condition to executing the Option Agreement which will benefit the Company and UMB, Edwards requires that the commercialization milestones set forth in Schedule C of the MLA be extended until at least [Redacted] [Redacted]

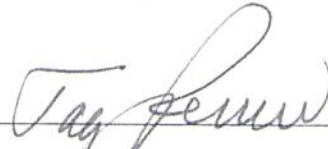
NOW THEREFORE, the Parties agree as follows:

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


[Signature Page Follows]

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

UNIVERSITY OF MARYLAND, BALTIMORE

By: 
Name: Jay A. Perman, M.D.
President
Title: _____
Date: 12/4/15

HARPOON MEDICAL, INC.

By: 
Name: Bill Nihad
Title: CEO
Date: 12/4/15

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 funding (grant, debt, equity or option payment) 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**.