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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

August 14, 2015

TransEnterix, Inc.

(Exact name of registrant as specified in its charter)

Delaware

0-19437

11-2962080

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

635 Davis Drive, Suite 300, Morrisville, North  
Carolina

27560

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

919-765-8400

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On August 14, 2015, TransEnterix, Inc. (the “Company”) and its operating subsidiaries entered into the first amendment (the “First Amendment”) to the amended and restated loan and security agreement, dated September 26, 2014 (the “A&R Loan Agreement,” and together with the First Amendment, the “Loan Agreement”) with Silicon Valley Bank, as Lender and Oxford Finance LLC, as Lender and Collateral Agent (collectively, the “Lenders”). The First Amendment increases the second tranche from \$5,000,000 to \$10,000,000 and increases the commitment of the Lenders to make certain term loans to the Company from an aggregate principal amount of up to \$25,000,000, under the A&R Loan Agreement, to an aggregate principal amount of up to \$30,000,000. The second tranche adds to the outstanding principal amount of the existing term loan, which is currently \$10,000,000, borrowed by the Company from the Lenders under the A&R Loan Agreement, for an aggregate of \$20,000,000 in borrowings as of August 14, 2015. The First Amendment also modifies certain terms related to the third tranche of \$10,000,000. Further, the First Amendment modifies the period in which the Company can make interest-only payments on the term loans until May 1, 2016, which interest-only period is extended to November 1, 2016 if the Company receives 510(k) clearance for its SurgiBot system at any time prior to April 30, 2016. The First Amendment extends the maturity date of the term loans from April 1, 2018 to October 1, 2018 without the interest-only extension and from October 1, 2018 until April 1, 2019 with the interest-only extension.

The term loans bear interest at a fixed rate equal to 7.50% per annum, subject to adjustment at funding for subsequent tranches on an increase in LIBOR above a designated rate. The term loans will be required to be prepaid if the term loans are accelerated following an event of default. In addition, the Company is permitted to prepay the term loans in full at any time upon 10 days’ written notice to the Lenders. Upon the earliest to occur of the maturity date, acceleration of the term loans, or prepayment of a term loan, the Company is required to make a final payment equal to the original principal amount of each term loan multiplied by 6.50% without the interest-only extension or 8.00% with the interest-only extension (the “Final Payment Fee”). Any prepayment, whether mandatory or voluntary, must include the Final Payment Fee, interest at the default rate (which is the rate otherwise applicable plus 5%) with respect to any amounts past due, and the Lenders’ expenses and all other obligations that are due and payable to the Lenders.

In connection with the entry into the Loan Agreement, the Company became obligated to make a payment equal to the unaccrued portion of the final payment due under the Original Loan Agreement, the accrued portion of the final payment as of the effective date of the Loan Agreement (which will not reduce the Final Payment Fee), plus a facility fee payment of \$90,000. In addition, in connection with the second tranche borrowings, the Company issued warrants to the Lenders to purchase shares of the Company’s common stock. Additional warrants will be issued if additional tranche term loans are made under the Loan Agreement. The warrants expire seven years from their respective issue date.

The Loan Agreement is secured by a security interest in assets of the Company and its current and future subsidiaries, including a security interest in intellectual property proceeds, but excluding a current security interest in intellectual property. The Loan Agreement contains customary representations (tested on a continual basis) and covenants that, subject to exceptions, restrict the Company’s ability to do the following things: declare dividends or redeem or repurchase equity interests; incur additional liens; make loans and investments; incur additional indebtedness; engage in mergers, acquisitions, and asset sales; transact with affiliates; undergo a change in control; add or change business locations; and engage in businesses that are not related to its existing business.

The foregoing is a summary of the Loan Agreement and the warrants and is qualified in its entirety by reference to the complete text of the First Amendment and the form of Warrant to Purchase Common Stock, which are filed as Exhibits 10.1 and 4.1, respectively to this Current Report on Form 8-K and incorporated by reference herein.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information disclosed under Item 1.01 of this Current Report on Form 8-K is incorporated by reference under this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

(d)

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Warrant to Purchase Common Stock for warrants issued to the Lenders (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K dated September 26, 2014).
10.1	First Amendment to Amended and Restated Loan and Security Agreement, dated August 14, 2015, by and among TransEnterix, Inc., TransEnterix Surgical, Inc. and SafeStitch LLC, as Borrower, and Oxford Finance LLC, as Lender and Collateral Agent, and Silicon Valley Bank, as Lender.
99.1	Press release issued by the Company dated August 17, 2015.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TransEnterix, Inc.

August 17, 2015

By: *Joseph P. Slattery*

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*Name: Joseph P. Slattery*

*Title: EVP and CFO*

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Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
10.1	First Amendment to Amended and Restated Loan and Security Agreement, dated August 14, 2015, by and among TransEnterix, Inc., TransEnterix Surgical, Inc. and SafeStitch LLC, as Borrower, and Oxford Finance LLC, as Lender and Collateral Agent, and Silicon Valley Bank, as Lender
99.1	Press release issued by the Company dated August 17, 2015

**FIRST AMENDMENT TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This **FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this "**Amendment**") is entered into as of August 14, 2015, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent (in such capacity, the "**Collateral Agent**"), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender and SILICON VALLEY BANK, a California corporation with an office located at 3005 Carrington Mill Boulevard, Suite 530, Morrisville, North Carolina 27560 ("**SVB**" or "**Bank**") (each a "**Lender**" and collectively, the "**Lenders**"), and TRANSENERIX, INC., a Delaware corporation, TRANSENERIX SURGICAL, INC., a Delaware corporation, and SAFESTITCH LLC, a Virginia limited liability company, each with offices located at 635 Davis Drive, Suite 300, Morrisville, North Carolina 27560 (individually and collectively, jointly and severally, "**Borrower**").

**RECITALS**

**A.** Collateral Agent, Lenders and Borrower have entered into that certain Amended and Restated Loan and Security Agreement dated as of September 26, 2014 (as amended from time to time, the "**Loan Agreement**").

**B.** Lenders have extended credit to Borrower for the purposes permitted in the Loan Agreement.

**C.** Borrower has requested that Collateral Agent and Lenders amend the Loan Agreement to (i) make available additional credit extensions and (ii) make certain other revisions as more fully set forth herein.

**D.** Collateral Agent and Lenders have agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

**2. Amendments to Loan Agreement.**

**2.1 Section 2.2 (Term Loans).** Section 2.2(a)(iii) of the Loan Agreement is hereby amended and restated as follows:

"(iii) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, on the First Amendment Effective Date, to make term loans to Borrower in a single advance in an aggregate amount equal to Ten Million Dollars (\$10,000,000.00) according to each Lender's Term B Loan Commitment as set forth on Schedule 1.1 hereto (such term loans are hereinafter referred to singly as a "**Term B Loan**", and collectively as the "**Term B Loans**"). After repayment, no Term B Loan may be re-borrowed."

**2.2 Section 2.2 (Term Loans).** Sections 2.2(c)-(d) of the Loan Agreement are hereby amended and restated as follows:

"(c) Mandatory Prepayments. If the Term Loans are accelerated following the occurrence and during the continuance of an Event of Default, Borrower shall immediately pay to Lenders, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of: (i) all outstanding principal of the Term Loans plus accrued but unpaid interest thereon through the prepayment date, (ii) the Final Payment, plus (iii) all other sums, that shall have become due and payable hereunder, including Lenders' Expenses and interest at the Default Rate with respect to any past due amounts. Notwithstanding (but without duplication with) the foregoing, on the Maturity Date, if the Final Payment had not previously been paid in full in connection with the prepayment of the Term Loans in full, Borrower shall pay to Collateral Agent, for payment to each Lender in accordance with its respective Pro Rata Share, the Final Payment in respect of the Term Loan(s).

(d) Permitted Prepayment of Term Loans. Borrower shall have the option to prepay all, but not less than all, of the Term Loans advanced by the Lenders under this Agreement, provided Borrower (i) provides written notice to Collateral Agent of its election to prepay the Term Loans at least ten (10) days prior to such prepayment, and (ii) pays to the Lenders on the date of such prepayment, payable to each Lender in accordance with its respective Pro Rata Share, an amount equal to the sum of (A) all outstanding principal of the Term Loans plus accrued but unpaid interest thereon through the prepayment date, (B) the Final Payment, plus (C) all other sums, that shall have become due and payable hereunder but have not been paid, including Lenders' Expenses, if any, and interest at the Default Rate with respect to any past due amounts."

**2.3 Section 2.5 (Fees).** Sections 2.5(d)-(e) of the Loan Agreement are hereby amended and restated and replaced as follows:

"(d) The Unaccrued Final Payment. The unaccrued portion of the Final Payment (as defined in the Original Agreement) in an amount equal to Forty One Thousand Eight Hundred Eleven and 85/100 Dollars (\$41,811.85) to Oxford, in its capacity as a Lender, and Thirty Thousand Six Hundred Forty Three and 95/100 Dollars (\$30,643.95) to SVB (the "**Unaccrued Final Payment**") on the First Amendment Effective Date;

(e) First Amendment Accrued Final Payment. An accrued portion of the Final Payment as of the First Amendment Effective Date in an amount equal to One Hundred Two Thousand Nine Hundred Seven and 43/100 Dollars (\$102,907.43) to Oxford, in its capacity as a Lender, and Sixty Three Thousand Twelve and 7/100 Dollars (\$63,012.07) to SVB on the First Amendment Effective Date, provided that Lenders agree to waive the unaccrued portion of the Final Payment as of the First Amendment Effective Date (as determined under the Loan Agreement as in effect immediately prior to the First Amendment Effective Date) in the amount of Three Hundred Seventy Nine Thousand Eighty and 50/100 Dollars (\$379,080.50), and provided further that such fee shall not reduce the fee otherwise due under Section 2.5(b);

(f) First Amendment Facility Fee. A fully earned, non-refundable facility fee of Ninety Thousand Dollars (\$90,000.00) to be shared between the Lenders pursuant to their respective Term B Loan Commitment Percentages, which shall be due and payable on the First Amendment Effective Date; and

(g) Lenders' Expenses. All Lenders' Expenses (including reasonable attorneys' fees and expenses for documentation and negotiation of this Agreement) incurred through and after the Effective Date, when due."

**2.4 Section 13.1 (Definitions).** The following definitions are hereby amended and restated in or added to Section 13.1 of the Loan Agreement as follows:

“**Amortization Date**” is May 1, 2016; provided however, if the Interest Only Extension Event occurs prior to April 30, 2016, such date shall be extended until November 1, 2016.

“**First Amendment Effective Date**” means August 14, 2015.

“**Final Payment Percentage**” is (i) if the Interest Only Extension Event has not occurred, six and one half percent (6.50%) and (ii) if the Interest Only Extension Event has occurred, eight percent (8.00%).

“**Maturity Date**” is October 1, 2018; provided however, if the Interest Only Extension Event occurs prior to April 30, 2016, such date shall be extended to April 1, 2019.

“**Third Draw Period**” means the period commencing on the later of (X) the Lenders making the Term B Loans to Borrower and (Y) Collateral Agent’s and Lenders’ receipt of evidence, in form and substance satisfactory to Collateral Agent and Lenders, of Borrower’s first achievement by no later than March 31, 2017, of at least Ten Million Dollars (\$10,000,000.00) in revenue, measured on a trailing six (6) month basis, from the sale of Borrower’s Surgibot and Surgibot related products and ending on the earlier of (i) the date which is thirty (30) days after the later to occur of clause (X) and (Y) above, (ii) April 30, 2017 and (iii) the occurrence and continuance of an Event of Default.

**2.5 Section 13.1 (Definitions).** The following definition is hereby deleted from Section 13.1 of the Loan Agreement:

“**Second Draw Period**”.

**2.6 Schedule 1.1** to the Loan Agreement is hereby replaced with Schedule 1.1 attached hereto.

### **3. Limitation of Amendment.**

**3.1** The amendments set forth in **Section 2** above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Collateral Agent or any Lender may now have or may have in the future under or in connection with any Loan Document.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Representations and Warranties.** To induce Collateral Agent and Lenders to enter into this Amendment, Borrower hereby represents and warrants to Collateral Agent and Lenders as follows:

**4.1** Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and (b) no Event of Default has occurred and is continuing;

**4.2** Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

**4.3** The organizational documents of Borrower delivered to Collateral Agent and Lenders on the First Amendment Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

**4.4** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

**4.5** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

**4.6** The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

**4.7** This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights.

**5. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**6. Effectiveness.** This Amendment shall be deemed effective upon the due execution and delivery to Collateral Agent and Lenders, in form and substance satisfactory to Collateral Agent and each Lender, such documents, and completion of such other matters, as Collateral Agent and each Lender may reasonably deem necessary or appropriate, including, without limitation:

- (a) this Amendment by each party hereto;
- (b) Secured Promissory Notes in favor of each Lender according to its Term B Loan Commitment Percentage;
- (c) Warrants in favor of each Lender;
- (d) the Perfection Certificate for each Borrower;

- (e) the Disbursement Letter;
- (f) Loan Payment/Advance Request Form;
- (g) legal opinion of counsel to Borrower dated as of date hereof;
- (h) Borrower's payment of the following fees:
  - (i) the unaccrued portion of the Final Payment (as defined in the Original Agreement) in an amount equal to Forty One Thousand Eight Hundred Eleven and 85/100 Dollars (\$41,811.85) to Oxford and Thirty Thousand Six Hundred Forty Three and 95/100 Dollars (\$30,643.95) to SVB;
  - (ii) the accrued portion of the Final Payment as of the First Amendment Effective Date in an amount equal to One Hundred Two Thousand Nine Hundred Seven and 43/100 Dollars (\$102,907.43) to Oxford and Sixty Three Thousand Twelve and 7/100 Dollars (\$63,012.07) to SVB; and
  - (iii) a facility fee of Fifty Four Thousand Dollars (\$54,000.00) to Oxford and Thirty Six Thousand Dollars (\$36,000.00) to SVB; and
- (i) Borrower's payment of all Lenders' Expenses incurred through the date of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

**BORROWER:**

TRANSENERIX, INC.

By: /s/ Todd M. Pope

Name: Todd M. Pope

Title: President & CEO

TRANSENERIX SURGICAL, INC.

By: /s/ Todd M. Pope

Name: Todd M. Pope

Title: President & CEO

SAFESTITCH LLC

By: TransEnterix, Inc., its sole member

By: /s/ Todd M. Pope

Name: Todd M. Pope

Title: President & CEO

**COLLATERAL AGENT AND LENDER:**

OXFORD FINANCE LLC

By: /s/ Mark Davis

Name: Mark Davis

Title: VP – Finance, Secretary & Treasurer

**LENDER:**

SILICON VALLEY BANK

By: /s/ Chris Stoecker

Name: Chris Stoecker

Title: Managing Director

**SCHEDULE 1.1**

**LENDERS AND COMMITMENTS**

Lender	Original Term Loans	
	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	\$ 2,801,822.50	50.00%
SILICON VALLEY BANK	\$ 2,801,822.50	50.00%
<b>TOTAL</b>	<b>\$ 5,603,645.00</b>	<b>100.00%</b>
<b>Term A Loans</b>		
Lender	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	\$ 3,198,177.50	72.75%
SILICON VALLEY BANK	\$ 1,198,177.50	27.25%
<b>TOTAL</b>	<b>\$ 4,396,355.00</b>	<b>100.00%</b>
<b>Term B Loans</b>		
Lender	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	\$ 6,000,000.00	60.00%
SILICON VALLEY BANK	\$ 4,000,000.00	40.00%
<b>TOTAL</b>	<b>\$10,000,000.00</b>	<b>100.00%</b>
<b>Term C Loans</b>		
Lender	Term Loan Commitment	Commitment Percentage
OXFORD FINANCE LLC	\$ 6,000,000.00	60.00%
SILICON VALLEY BANK	\$ 4,000,000.00	40.00%
<b>TOTAL</b>	<b>\$10,000,000.00</b>	<b>100.00%</b>

**Aggregate (all Term Loans)**

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<b>Lender</b>	<b>Term Loan Commitment</b>	<b>Commitment Percentage</b>
<u>OXFORD FINANCE LLC</u>	<u>\$18,000,000.00</u>	<u>60.00%</u>
<u>SILICON VALLEY BANK</u>	<u>\$12,000,000.00</u>	<u>40.00%</u>
<b><u>TOTAL</u></b>	<b><u>\$30,000,000.00</u></b>	<b><u>100.00%</u></b>



Aug 17, 2015

## TransEnterix, Inc. Amends Existing Loan Agreement with Oxford Finance and Silicon Valley Bank

### • Increases available net borrowing capacity to \$30 million

RESEARCH TRIANGLE PARK, N.C., — (BUSINESS WIRE) — TransEnterix, Inc. (NYSE MKT: TRXC), a medical device company that is pioneering the use of robotics and flexible instruments to improve minimally invasive surgery, today announced that it has expanded its existing financing agreement with Oxford Finance LLC (“Oxford”) and Silicon Valley Bank (“SVB”) to provide for up to \$30.0 million in growth capital, an increase from \$25.0 million.

“We are pleased to have expanded our relationship with Oxford and SVB and achieved the milestones necessary to draw down the first \$20 million of the loan,” said Todd M. Pope, President and Chief Executive Officer of TransEnterix. “Our strong cash position allows the Company to focus appropriately on the activities required to successfully commercialize and launch the SurgiBot.”

“We are pleased to continue our partnership with TransEnterix as they mature to their next phase of growth,” said Chris Stoecker, Managing Director of Silicon Valley Bank in North Carolina. “TransEnterix is bringing important advancements to the medical device industry and it is our objective to help them move their business forward quickly with the right financing, connections and global services.”

On August 14, 2015, the Company entered into an amendment to its amended and restated loan and security agreement (the “Loan Agreement”) with Oxford and SVB for a total loan amount of up to \$30.0 million. At closing, due to the achievement of certain milestones, the Company increased its existing borrowings to \$20.0 million, up from \$10.0 million. The availability of the third tranche of \$10.0 million is dependent upon the Company achieving certain milestones specified in the Loan Agreement. The loan will mature on October 1, 2018, or April 1, 2019, if certain milestones are achieved. The Company is entitled to make interest only payments until May 1, 2016. The interest-only period is extended to November 1, 2016 if the Company receives 510(k) clearance for its SurgiBot System at any time prior to April 30, 2016. The Loan Agreement includes customary warrant coverage and is secured by Company assets. Proceeds will be used for general corporate and working capital purposes.

“Oxford is pleased to provide additional capital to TransEnterix as they prepare to enter into the commercialization phase with their SurgiBot System,” said Christopher A. Herr, senior managing director for Oxford Finance. “We value our relationship with the company, and we are proud of the remarkable advances TransEnterix has made to improve minimally invasive surgery.”

Additional details regarding the Company’s financing are included in a Current Report on Form 8-K which is expected to be filed on August 17, 2015 by TransEnterix, Inc. with the Securities and Exchange Commission.

#### About TransEnterix

TransEnterix is a medical device company that is pioneering the use of robotics and flexible instruments to improve minimally invasive surgery by addressing the economic and clinical challenges associated with current laparoscopic and robotic options. The company is focused on the development and commercialization of the SurgiBot™ System, a robotically enhanced laparoscopic surgical platform that allows the surgeon to be patient-side within the sterile field. For more information, visit the company’s website at [www.transenterix.com](http://www.transenterix.com).

#### About SurgiBot

The SurgiBot System, currently in development, is a minimally invasive, patient-side robotic surgery system. The system utilizes flexible instruments through articulating channels controlled directly by the surgeon, with robotic assistance, at the patient’s bedside. The flexible nature of the system allows for multiple instruments to be introduced and deployed through a single incision. The SurgiBot System has not been cleared by the FDA for use in the United States.

#### About Oxford Finance LLC

Oxford Finance is a specialty finance firm providing senior secured loans to public and private life sciences and healthcare services companies worldwide. For over 20 years, Oxford has delivered flexible financing solutions to its clients, enabling these companies to maximize their equity by leveraging their assets. In recent years, Oxford has originated over \$2 billion in loans, with lines of credit ranging from \$500 thousand to \$75 million. Oxford is headquartered in Alexandria, Virginia, with additional offices in California, Massachusetts and North Carolina. For more information visit [www.oxfordfinance.com](http://www.oxfordfinance.com).

#### About Silicon Valley Bank

For more than 30 years, Silicon Valley Bank (SVB) has helped innovative companies and their investors move bold ideas forward, fast. SVB provides targeted financial services and expertise through its offices in innovation centers around the world. With commercial, international and private banking services, SVB helps address the unique needs of innovators. *Forbes* named SVB one of America’s best banks (2015) and one of America’s best-managed companies (2014). Learn more at [svb.com](http://svb.com).

*Silicon Valley Bank is the California bank subsidiary and commercial banking operation of SVB Financial Group (Nasdaq: SIVB), and a member of the FDIC. Silicon Valley Bank and SVB Financial Group are members of the Federal Reserve System.*

#### Forward Looking Statements

*This press release includes statements relating to the Company’s capital requirements. These statements and other statements regarding our future plans and goals constitute “forward looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, and are intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that are often difficult to predict, are beyond our control, and which may cause results to differ materially from expectations and include whether the Company’s strong cash position allows the Company to focus appropriately on the activities required to successfully commercialize and launch the SurgiBot.*

*For a discussion of the most significant risks and uncertainties associated with TransEnterix’s business, please review our filings with the Securities and Exchange Commission (SEC), including our Annual Report on Form 10-K for the year ended December 31, 2014 filed on February 20, 2015, our Form 10-Q for the 2015 second quarter filed on August 6, 2015, and other filings we make with the Securities and Exchange Commission. You are cautioned not to place undue reliance on these forward looking statements, which are based on our expectations as of the date of this press release and speak only as of the date of this press release. We undertake no obligation to publicly update or revise any forward looking statement, whether as a result of new information, future events or otherwise.*

Westwicke Partners

#### Investor Contact:

Mark Klausner, 443-213-0501

[transenterix@westwicke.com](mailto:transenterix@westwicke.com)

or

TransEnterix, Inc.

#### Media Contact:

Mohan Nathan, 919-917-6559

[mnathan@transenterix.com](mailto:mnathan@transenterix.com)

Source: TransEnterix, Inc.