

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5481626

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CALIPER LIFE SCIENCES, INC.	09/28/2018
	PERKINELMER HEALTH SCIENCES, INC.	09/28/2018
	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC.	09/28/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AKOYA BIOSCIENCES, INC.	
<b>Street Address:</b>	1505 O'BRIEN DRIVE, SUITE A-1	
<b>City:</b>	MENLO PARK	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94025	
<b>PROPERTY NUMBERS Total: 18</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7555155	
<b>Patent Number:</b>	8280140	
<b>Patent Number:</b>	8639043	
<b>Patent Number:</b>	7953264	
<b>Patent Number:</b>	7534991	
<b>Patent Number:</b>	7655898	
<b>Patent Number:</b>	9541504	
<b>Application Number:</b>	14149015	
<b>Application Number:</b>	14149020	
<b>Application Number:</b>	14795430	
<b>Patent Number:</b>	8199999	
<b>Patent Number:</b>	8379962	
<b>Patent Number:</b>	8644580	
<b>Patent Number:</b>	8462981	
<b>Patent Number:</b>	8666113	
<b>Patent Number:</b>	8330087	
<b>Patent Number:</b>	10032064	
<b>Application Number:</b>	62666697	

PATENT

**CORRESPONDENCE DATA****Fax Number:** (949)567-6710

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 9498527792**Email:** IPPROSECUTION@ORRICK.COM**Correspondent Name:** ORRICK HERRINGTON & SUTCLIFFE LLP**Address Line 1:** 2050 MAIN STREET, SUITE 1100**Address Line 4:** IRVINE, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	38944.2
<b>NAME OF SUBMITTER:</b>	VICTOR SANTOS
<b>SIGNATURE:</b>	/Victor Santos/
<b>DATE SIGNED:</b>	04/18/2019

**Total Attachments: 12**

source=Project Vega - Assignment of Patents (Executed)#page1.tif  
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source=Project Vega - Assignment of Patents (Executed)#page12.tif

## ASSIGNMENT OF PATENTS

**THIS ASSIGNMENT OF PATENTS** (this "Patent Assignment"), effective as of September 28, 2018, is made by and between Caliper Life Sciences, Inc., a Delaware corporation ("Caliper"), PerkinElmer Health Sciences, Inc., a Delaware corporation ("PHS" and, together with Caliper, "Seller"), Cambridge Research & Instrumentation, Inc., a Delaware corporation ("CRI" and, together with Caliper and PHS, "Assignors" and each an "Assignor") and Akoya Biosciences, Inc., a Delaware corporation ("Assignee"). Caliper, PHS, CRI and Assignee are each referred to herein individually as a "Party" and collectively, as the "Parties."

**WHEREAS**, Assignors own all right, title and interest in and to the patents, patent applications and other patent rights that are set forth in Schedule A attached hereto (the "Patents"), including any and all registrations and applications pertaining thereto;

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), by and among Seller and Assignee, Seller agreed to sell, transfer, convey, assign and deliver to Buyer, or cause to be sold, conveyed, assigned, transferred and delivered to Buyer, the Purchased Assets and Buyer agreed to purchase and acquire such Purchased Assets from Seller and their Affiliates, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignors desire to sell, transfer and assign to Assignee, and Assignee desires to accept the sale, transfer and assignment of the Patents.

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

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Each Assignor does hereby sell, assign, and transfer to Assignee all of its right, title, and interest of whatever nature throughout the world in and to the Patents and all registrations and applications for registrations of the Patents, set forth opposite the name of such Assignor on Schedule A, together with the goodwill of the QPS Business symbolized by the Patents, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Patents, and rights to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Patents (collectively, the "Assigned Property"), free and clear of all Third Party Rights, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by such Assignor had this assignment not been made. Without limitation, such Assigned Property includes the full right to inventions embodied in the patents and patent applications of Schedule A and the entire right, title and interest in and to any and all letters patent which are or may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all

provisionals, continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for letters patent relating thereto which have been or shall be filed in the United States, its territorial possession and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, act, and treaties, including all future conventions, unions, agreements, acts, and treaties.

3. Further Assurances. Assignee may apply for and receive patent registrations and other rights and protections relating to the Assigned Property, in its own name, in the United States, its territorial possessions, and all foreign countries. Each Assignor hereby agrees to execute, at the reasonable expense of Assignee, all documents for use in applying for, obtaining, securing and maintaining patent registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it.

4. Validity Disputes. Each Assignor agrees to assist Assignee, upon Assignee's reasonable request and at Assignee's sole and reasonable expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any of the Assigned Property. Further, Assignors shall not directly or indirectly, challenge Assignee's ownership of or right to use any of the Assigned Property.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than Assignee, Assignors and their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignors and their respective successors and assigns.

6. No Additional Representations. Except as otherwise set forth in this Patent Assignment, neither Assignee nor Assignors are making any additional representations, warranties or covenants in this Patent Assignment other than those contained in the Purchase Agreement.

7. Modification. This Patent Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Patent Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Patent Assignment and the legal relations among the Parties shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Patent Assignment are for convenience only and such headings form no part of this Patent Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Patent Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.

12. Filing. Each Assignor hereby agrees that this Patent Assignment may be recorded with the United States Patent and Trademark Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Patents and all applications and registrations therefore.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Patent Assignment has been duly executed, sealed and delivered by an authorized officer of Assignor as of the date set forth above.

CALIPER LIFE SCIENCES, INC.

By:   
Name: Joel S. Goldberg  
Title: Vice President

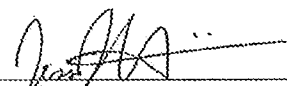
COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Middlesex )

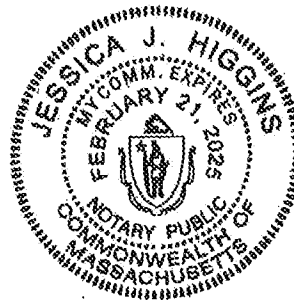
ss.:

On this the 28<sup>th</sup> day of September, 2018, before me, personally appeared Joel S. Goldberg who, being by me duly sworn, did depose and say that he is the Vice President of CALIPER LIFE SCIENCES, INC., the company described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

  
Notary Public

My Commission Expires: Feb. 21, 2025



IN WITNESS WHEREOF, this Patent Assignment has been duly executed, sealed and delivered by an authorized officer of Assignor as of the date set forth above.

PERKINELMER HEALTH SCIENCES, INC.

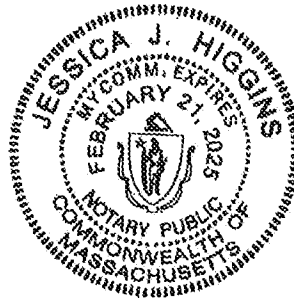
By: [Signature]  
Name: Joel S. Goldberg  
Title: President

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF Middlesex )

On this the 28<sup>th</sup> day of September, 2018, before me, personally appeared Joel S. Goldberg who, being by me duly sworn, did depose and say that he is the President of PERKINELMER HEALTH SCIENCES, INC., the company described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]  
Notary Public  
My Commission Expires: Feb. 21, 2025



IN WITNESS WHEREOF, this Patent Assignment has been duly executed, sealed and delivered by an authorized officer of Assignor as of the date set forth above.

**CAMBRIDGE RESEARCH & INSTRUMENTATION, INC.**

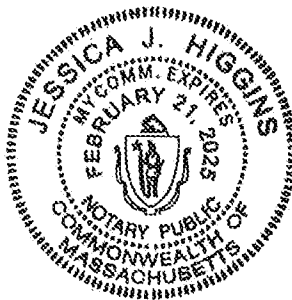
By: Joel S. Goldberg  
Name: Joel S. Goldberg  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF Middlesex ) SS.:

On this the 28<sup>th</sup> day of September, 2018, before me, personally appeared Joel S. Goldberg who, being by me duly sworn, did depose and say that he is the Vice President of CAMBRIDGE RESEARCH & INSTRUMENTATION, INC., the company described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand,

Notary Public  
My Commission Expires: Feb. 21, 2025





IN WITNESS WHEREOF, this Patent Assignment has been duly executed and delivered by an authorized officer of Assignee as of the date set forth above.

**AKOYA BIOSCIENCES, INC.**

By:   
Name: Brian McKelligon  
Title: Chief Executive Officer

**SCHEDULE A  
TO  
ASSIGNMENT OF PATENTS**

Application Number	Publication Number	Registration Number	Jurisdiction	Title	Owner	Status
11/342272	20060245631A1	7555155	US	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
13/091492	20110255753A1	8280140	US	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
13/600351	20130077875A1	8639043	US	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
12/477330	20090297016A1	7953264	US	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2.0068E+11	101151623B	101151623	CN	Method And Equipment For Classifying Sample Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2.0101E+11	101916359B	101916359	CN	Methods And Apparatus For Classifying Different Parts Of A Sample Into Respective Classes	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted

EP2010164144	EP2237189B1	2237189	AT	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2010164144	EP2237189B1	2237189	DE	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2010164144	EP2237189B1	2237189	FR	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2010164144	EP2237189B1	2237189	GB	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2010164144	EP2237189B1	2237189	IE	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2010164144	EP2237189B1	2237189	IT	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2006719860	EP1846869B1	1846869	CH	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2006719860	EP1846869B1	1846869	DE	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2006719860	EP1846869B1	1846869	FR	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2006719860	EP1846869B1	1846869	GB	Classifying Image Features	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted

5764DELNP2007	266032B		IN	Methods are disclosed for classifying different parts of a sample into respective classes based on an image stack that includes one or more images.	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
11/827077	20090014632A1	7534991	<u>US</u>	Athermalized Birefringent Filter Apparatus And Method	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2008160140	2015133A1		<u>EPO</u>	Athermalized Birefringent Filter Apparatus And Method	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Intention to Grant dated June 4, 2018
11/899293	20080144177A1	7655898	<u>US</u>	Optical Filter Assembly With Selectable Bandwidth And Rejection	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	<u>Granted</u>
13/204173	20120112098A1	9541504	US	Enhancing Visual Assessment Of Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2806621	2806621A1		CA	Enhancing Visual Assessment Of Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending
EP2011746731	EP2601513B1	2601513	DE	Enhancing Visual Assessment Of Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
EP2011746731	EP2601513B1	2601513	GB	Enhancing Visual Assessment Of Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2013523368	2013540260A	5832537	JP	試料の強調視覚評価	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
14/149015	20140193050		US	Multispectral Imaging Systems And Methods	Caliper Life Sciences, Inc.	Pending

105102945A	105102945B	105102945	CN	Multispectral Imaging Systems And Methods	Caliper Life Sciences, Inc.	Pending
2014701252	2943761A1		EPO	Multispectral Imaging Systems And Methods	Caliper Life Sciences, Inc.	Pending
14/149020	20140193061		US	Whole Slide Multispectral Imaging Systems And Methods	Caliper Life Sciences, Inc.	Pending
2.0148E+11	105103190B	105103190	CN	Whole Slide Multispectral Imaging Systems And Methods	Caliper Life Sciences, Inc.	Granted
2014703190	2943932A1		EPO	Whole Slide Multispectral Imaging Systems And Methods	Caliper Life Sciences, Inc.	Pending
14/795430	20160011116		US	Pure Spectrum Extraction From Biological Samples	Caliper Life Sciences, Inc.	Pending
2.0158E+11	106796145A		CN	Pure Spectrum Extraction From Biological Samples	Caliper Life Sciences, Inc.	Pending
2015747865	3167278A1		EPO	Pure Spectrum Extraction From Biological Samples	Caliper Life Sciences, Inc.	Pending
12/486718	20090324051A1	8199999	US	Image Classifier Training	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
13/493206	20120314930A1	8379962	US	Image Classifier Training	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
12/537342	20100034453A1	8644580	US	Detection Of RNA In Tissue Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted

12/755831	20110249911A1	8462981	US	Spectral Unmixing For Visualization Of Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
13/911474	20130266192A1	8666113	US	Spectral Unmixing For Visualization Of Samples	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
12/251632	20090096914A1	8330087	US	Spectral Imaging System with Dynamic Optical Correction	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2008018046	2051051A3		EP	Spectral Imaging System with Dynamic Optical Correction	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending
13/972119	20140056505A1	10032064	US	Visualization and measurement of cell compartments	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Granted
2.0138E+11	104704348A		CN	Visualization and measurement of cell compartments	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending
2013779946	2888576A1		EP	Visualization and measurement of cell compartments	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending
62/666697			US	MULTISPECTRAL IMAGING SYSTEMS AND METHODS	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending