

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7448496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/28/2018		
CONVEYING PARTY DATA			
Name			Execution Date
CAMBRIDGE RESEARCH & INSTRUMENTATION, INC.			02/19/2021
RECEIVING PARTY DATA			
Name:	AKOYA BIOSCIENCES, INC.		
Street Address:	1080 O'BRIEN DRIVE		
Internal Address:	SUITE A		
City:	MELO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	15837956		
Application Number:	62436310		
PCT Number:	US2017065596		
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
<i>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.</i>			
Phone:	+1 (617) 956-5901		
Email:	apsi@fr.com		
Correspondent Name:	PETER POULIN		
Address Line 1:	FISH & RICHARDSON P.C.		
Address Line 2:	P.O.BOX 1022		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	47668-0085001		
NAME OF SUBMITTER:	CHERYL A. FORREST		
SIGNATURE:	/Cheryl A. Forrest/		
DATE SIGNED:	07/25/2022		
Total Attachments: 5			

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NUNC PRO TUNC ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this “Patent Assignment”), effective as of September 28, 2018, is made by and between Cambridge Research & Instrumentation, Inc., a Delaware corporation (“Assignor”) and Akoya Biosciences, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are each referred to herein individually as a “Party” and collectively, as the “Parties.”

WHEREAS, Assignor owns 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 “Additional Patents”), including any and all registrations and applications pertaining thereto;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of 28 September 2018 (the “Purchase Agreement”), by and among PerkinElmer Health Sciences, Inc. and Caliper Life Sciences, Inc. (as “Seller” thereunder) and Assignee (as “Buyer” thereunder), Seller agreed to sell, transfer, convey, assign and deliver to Assignee, 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;

WHEREAS, in accordance with the foregoing, on 28 September 2018, the Seller and Buyer executed a Patent Assignment Agreement in good faith and understanding that the same represented all of the Purchased Assets from Seller and its Affiliates to Buyer; and,

WHEREAS, it subsequently came to the Parties attention that the Additional Patents should have been included in the Purchased Assets.

WHEREAS, in accordance with the Purchase Agreement, Assignors desire to sell, transfer and assign to Assignee, and Assignee desires to accept the sale, transfer and assignment of the Additional 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 Additional Patents and all registrations and applications for registrations of the Additional Patents, set forth opposite the name of such Assignor on Schedule A, together with the goodwill of the QPS Business symbolized by the Additional 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

Additional Patents (collectively, the “Assigned Property”), free and clear of all Third Party Rights as 28 September 2018 (Assignee acknowledging that on or about 27 October 2020 Assignee granted to MIDCAP FINANCIAL TRUST a security interest in the Additional Patents, such security interest having been duly recorded against the Additional Patents as of the actual date of this Nunc Pro Tunc Patent Assignment), 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.

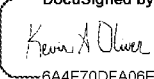
11. Execution in Counterparts. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Patent Assignment shall 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.

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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.

DocuSigned by:

By: _____
Name: Kevin A. Oliver
Title: Vice President
19 February 2021 | 4:25 PM EST

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
17851844.5	EP3555685	N/A	EPO	SURFACE SENSING IN OPTICAL MICROSCOPY AND AUTOMATED SAMPLE SCANNING SYSTEMS	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending
PCT/US17/065596	WO2018/118487	N/A	PCT	SURFACE SENSING IN OPTICAL MICROSCOPY AND AUTOMATED SAMPLE SCANNING SYSTEMS	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Completed Expired
15/837,956	2018-0172972	N/A	US	SURFACE SENSING IN OPTICAL MICROSCOPY AND AUTOMATED SAMPLE SCANNING SYSTEMS	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Pending
62/436,310	N/A	N/A	US	SURFACE SENSING IN OPTICAL MICROSCOPY AND AUTOMATED SAMPLE SCANNING SYSTEMS	CAMBRIDGE RESEARCH & INSTRUMENTATION, INC	Expired