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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PerkinElmer Health Sciences, Inc.		09/28/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Akoya Biosciences, Inc.					
Street Address:	1505 O'Brien Drive, Suite A-1					
City:	Menlo Park					
State/Country:	CALIFORNIA					
Postal Code:	94025					
Entity Type:	Corporation: DELAWARE					

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4765603	OPAL

CORRESPONDENCE DATA

Fax Number: 9497254100

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: 9497254043
Email: amina@sycr.com
Correspondent Name: Arnold V. Mina

Address Line 1: Stradling Yocca Carlson & Rauth, P.C.

Address Line 2: 660 NEWPORT CENTER DRIVE, SUITE 1600

Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	104377-0000
NAME OF SUBMITTER:	Arnold Mina
SIGNATURE:	/Arnold Mina/
DATE SIGNED:	06/11/2019

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

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

WHEREAS, Assignors own all right, title and interest in and to the trademarks that are set forth in <u>Schedule A</u> attached hereto (the "<u>Trademarks</u>"), 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 Trademarks.

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. <u>Definitions</u>. 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 Trademarks and all registrations and applications for registrations of the Trademarks, set forth opposite the name of such Assignor on Schedule A, including all applications, registrations, renewals and/or extensions thereof, and together with the goodwill symbolized by the Trademarks, 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 Trademarks, and rights to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks (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.
- 3. <u>Further Assurances</u>. Assignee may apply for and receive trademark 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 trademark 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. <u>Validity Disputes</u>. 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. <u>No Additional Representations</u>. Except as otherwise set forth in this Trademark Assignment, neither Assignee nor Assignors are making any additional representations, warranties or covenants in this Trademark Assignment other that those contained in the Purchase Agreement.
- 7. <u>Modification</u>. This Trademark Assignment may not be modified except by a writing executed by all the Parties hereto.
- 8. <u>Assignment</u>. The terms of this Trademark 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. <u>Governing Law.</u> This Trademark 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. <u>Headings</u>. The paragraph headings in this Trademark Assignment are for convenience only and such headings form no part of this Trademark Assignment and shall not affect its interpretation.
- 11. Execution in Counterparts. This Trademark 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 Trademark 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. <u>Filing</u>. Each Assignor hereby agrees that this Trademark 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 Trademarks and all applications and registrations therefore.

IN WITNESS WHEREOF, this Trademark 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.

Name Joel S. Goldberg

Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF <u>middlesex</u>

88.:

On this the 28th 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-infact.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

My Commission Expires: Feb. 21, 2025

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IN WITNESS WHEREOF, this Trademark 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.

Name: Joel S. Goldberg Title: President

COMMONWEALTH OF MASSACHUSETTS
) ss.:
COUNTY OF Middlesex
)

On this the 28th 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.

Notary Public

My Commission Expires: Feb. 21,2025

IN WITNESS WHEREOF, this Trademark 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: C C C C Name: Joel S. Goldberg Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)	
)	ss.
COUNTY OF Middlesex)	

On this the 28^{T} 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:

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IN WITNESS WHEREOF, this Trademark 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 TRADEMARKS

Mark	Territory	Class	Туре	Status	Sub- status	Filing Date	Application Number	Registration Date	Registration Number	Expiration Date	Priority	Current Owner	
INFORM (Stylized)	CN	9	Stylized	Registered		18- Jan- 2011	9064729	21-Apr-2014	9064729	20-Apr- 2024	17-Aug- 2010	Cambridge Research & Instrumentation, Inc.	
INFORM (Stylized)	EU	9	Stylized	Registered		17- Aug- 2010	9317876	9-Jan-2015	9317876	17-Aug- 2020	No	Cambridge Research & Instrumentation, Inc.	
INFORM (Stylized)	KR	9	Stylized	Registered		24- Dec- 2010	2010- 0066369	1-Feb-2012	40-0905740	1-Feb- 2022	17-Aug- 2010	Cambridge Research & Instrumentation, Inc.	
INFORM (Stylized)	มร	9	Stylized	Registered		17- Aug- 2010	85/109232	19-Apr-2011	3947521	19-Арг- 2021	17-Aมg- 2010	Cambridge Research & Instrumentation, Inc.	
OPAL	ΑU	1	Word	Registered	Madrid	25- Sep- 2014	1230901	27-Jul-2016	1667327	25-Sep- 2024	US 862 43178 04-Apr- 2014	PerkinElmer Health Sciences, Inc.	
OPAL	EU	1, 42	Word	Registered	Madrid	25- Sep- 2014	1230901		1230901		US 862 43178 04-Apr- 2014	PerkinElmer Health Sciences, Inc.	
OPAL	Madrid	1, 42	Word	Registered		25- Sep- 2014	1230901	25-Sep-2014	1230901	25-Sep- 2024	US 86/2431 78 04- Apr- 2014	PerkinElmer Health Sciences, Inc.	
OPAL.	US	1, 42	Word	Registered		4-Apr- 2014	86/243178	30-Jun-2015	4765603	30-Jun- 2021		PerkinElmer Health Sciences, Inc	
NUANCE	CN	8	Word	Registered		20- Nov- 2007	6389439	7-May-2012	6389439	6-May- 2022		Cambridge Research & Instrumentation, Inc.	
NUANCE	GN	9	Word	Registered		7- Nov- 2011	10155526	7-Dec-2013	10155526	6-Dec- 2023		Cambridge Research & Instrumentation, Inc.	
NUANCE	JÞ	9	Word	Registered		15- Nov- 2007	2007- 115822	4-Sep-2009	5262673	4-Sep- 2019		Cambridge Research & Instrumentation, Inc.	
NUANCE	TW	g	Word	Registered		19- Nov- 2007	96054457	1-Apr-2009	1355613	31-Mar- 2019		Cambridge Research & Instrumentation, Inc.	
VECTRA	CN	9	Word	Registered		10- Oct- 2009	7746567	21-Mar-2011	7746567	20-Mar- 2021		Cambridge Research & Instrumentation, Inc.	
VECTRA	EV	9	VVord	Registered		7- Sep- 2009	8530859	1-Mar-2010	8530859	7-Sep- 2019	US 77/8112 60 24/08/2 009	Cambridge Research & Instrumentation, Inc.	
VECTRA	JР	9	Word	Registered		19- Feb- 2010	2010- 012239	9-Sep-2011	5737827	9-Sep- 2021		Cambridge Research & Instrumentation, Inc.	
VECTRA	KR	9	Word	Registered		19- Feb- 2010	4.02E+12	1-Sep-2011	4.0088E+12	1-Sep- 2021		Cambridge Research & Instrumentation, Inc.	
VECTRA	us	9	Word	Registered		24- Aug- 2009	77/811260	13-Apr-2010	3774489	13-Apr- 2020		Cambridge Research & Instrumentation, Inc.	

TRADEMARK REEL: 006688 FRAME: 0927

RECORDED: 06/11/2019