

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akoya Biosciences, Inc.		10/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as agent		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6143860	THE SPATIAL BIOLOGY COMPANY	
Registration Number:	6049803	MOTIF	
Registration Number:	5424599	AKOYA BIOSCIENCES	
Registration Number:	5387527	CODEX	
Registration Number:	5219834	AKOYA BIOSCIENCES	
Registration Number:	5219833	AKOYA BIOSCIENCES VV	
Registration Number:	4765603	OPAL	
Registration Number:	5397034	CODEX	
Registration Number:	3774489	VECTRA	
Registration Number:	3947521	INFORM	
Serial Number:	88328735	MOTIF	
Serial Number:	90044882	PROXIMA	
Serial Number:	90044876	YOUR SPATIAL BIOLOGY SOLUTION	
Serial Number:	90044878	THE SPATIAL BIOLOGY PLATFORM	
Serial Number:	90044885	THE SPATIAL BIOLOGY SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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>			

CH \$390.00 6143860

Phone: 7036106100
Email: boxip@hoganlovells.com
Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP
Address Line 1: 8350 Broad Street, 17th Floor
Address Line 2: Attn: Box Intellectual Property
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Greta D. Feldman of Hogan Lovells US LLP

SIGNATURE: /Greta D. Feldman/

DATE SIGNED: 11/10/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 27th day of October, 2020 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and **AKOYA BIOSCIENCES, INC.**, a Delaware corporation ("Akoya"), (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement Term Loan, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; unless specifically defined herein, capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached

hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE

STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto. In furtherance of the foregoing, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Intellectual Property Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or other record

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

AKOYA BIOSCIENCES, INC.

By: 

Name: Brian McKelligon

Title: Chief Executive Officer

Address:

1505 O'Brien Drive, Suite A-1

Menlo Park, CA 94025

Attn: Brian McKelligon, CEO

Email: bmckelligon@akoyabio.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

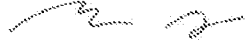
By: 
Name: Maurice Amsellem
Title: Authorized Signatory


EXHIBIT C


Trademarks

[See Attached]


TRADEMARKS

THE SPATIAL BIOLOGY COMPANY	US	6,143,860	Registered September 1, 2020 Sections 8 & 15 due September 01, 2026 Renewal due September 1, 2030	IC 001: Reagent kits for use in cellular imaging comprised of custom conjugated antibodies, oligonucleotides, buffers and solutions, acrylic holders, and plastic containers IC 009: Scientific instruments, namely, an automated quantitative imaging apparatus for use in imaging tissue and cellular samples labeled with multiple dyes or stains; Downloadable computer software for use in collecting, storing, analyzing and reporting image data and biological information, and for use in sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, biological, clinical, and medical research	Akoya Biosciences, Inc.
MOTIF	US	88/328,735	Filed March 6, 2019	IC 009: Scientific instruments, namely, an automated quantitative imaging apparatus for use in imaging tissue and cellular samples labeled with multiple dyes or stains; Downloadable computer software for use in collecting, storing, analyzing and reporting image data and biological information, and for use in sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, biological, clinical, and medical research	Akoya Biosciences, Inc.
MOTIF	US	6,049,803	Filed March 6, 2019 Registered May 5, 2020	Statement of Use (SOU) or SOU Extension due March 3, 2021	Akoya Biosciences, Inc.
MOTIF	US	6,049,803	Filed March 6, 2019	IC 001: Testing kit comprising dyes, buffers, and solutions for use in tissue and cellular imaging for scientific or research use	Akoya Biosciences, Inc.

			<p>Sections 8 & 15 due May 05, 2026 Renewal due May 5, 2030</p>		
<p>AKOYA BIOSCIENCES</p>	<p>US</p>	<p>5,424,599</p>	<p>March 13, 2018 Sections 8 & 15 due Mar. 13, 2024 Renewal due March 13, 2028</p>	<p>IC 001: Reagent kits for use in cellular imaging comprised of custom conjugated antibodies, oligonucleotides, buffers and solutions, acrylic holders, and plastic containers. FIRST USE: 20171031. FIRST USE IN COMMERCE: 20171031 IC 009: Scientific instruments, namely, an automated quantitative cell imaging apparatus for use in detecting, counting and measuring cells and cellular biomarkers and that enables a microscope to perform as a super-multiplexing imager; a fluidics station in the nature of an apparatus for screening samples, detecting the presence of analytes in samples, and identifying sample type, together with measuring patterns and equipment for making and screening molecular arrays and associated software controller that executes protocols, namely, dispensing, mixing, washing, and captures image data; computer software for use in collecting, storing, analyzing and reporting image data and biological information, and for use in sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, biological, clinical, and medical research. FIRST USE: 20171020. FIRST USE IN COMMERCE: 20171020</p>	<p>Akoya Biosciences, Inc.</p>
	<p>US</p>	<p>5,387,527</p>	<p>January 23, 2018 Sections 8 & 15 due January 23, 2024 Renewal due</p>	<p>IC 009: a robotic station that enables a microscope to perform as a super-multiplexing imager, for use in the fields of medical research and biological research. FIRST USE: 20171020. FIRST USE IN COMMERCE: 20171020 IC 010: Medical device, namely, a robotic station that enables a microscope to perform as a super-multiplexing imager, for use in the field of clinical medical diagnostics and pathology. FIRST USE: 20171020. FIRST USE IN COMMERCE: 20171020</p>	<p>Akoya Biosciences, Inc.</p>

			January 23, 2028		
AKOYA BIOSCIENCES	US	5,219,834	June 6, 2017 Sections 8 & 15 due June 06, 2023	IC 042: Scientific and technological services, namely, research and design in the fields of cell biology, clinical medical diagnostics and pathology. FIRST USE: 20161114. FIRST USE IN COMMERCE: 20170303	Akoya Biosciences, Inc.
	US	5,219,833	Renewal due June 6, 2027 June 6, 2017 Sections 8 & 15 due June 06, 2023	IC 042: Scientific and technological services, namely, research and design in the fields of cell biology, clinical medical diagnostics and pathology. FIRST USE: 20161114. FIRST USE IN COMMERCE: 20170303	Akoya Biosciences, Inc.
	US	4,765,603	Renewal Due June 6, 2027 June 30, 2015 Sections 8 & 15 due June 30, 2021	IC 001: Assays for research purposes. Reagents for research purposes. FIRST USE: 20140531. FIRST USE IN COMMERCE: 20140531 IC 042: Providing reagent sample testing and diagnostic services for others in the fields of science and research related thereto. FIRST USE: 20150323. FIRST USE IN COMMERCE: 20150323	Akoya Biosciences, Inc.
OPAL	WO (Madrid Protocol)	1230901	Renewal due June 30, 2025 September 25, 2014	IC 001: Assays for research purposes; reagents for research purposes. IC 042: Providing reagent sample testing and diagnostic services for others in the fields of science and research related thereto.	Akoya Biosciences, Inc.
CODEX	US	5,397,034	Renewal due September 25, 2024 February 6, 2018 Sections 8 & 15	IC 009: A robotic station that enables a microscope to perform as a super-multiplexing imager, for use in the fields of medical research and biological research. FIRST USE: 20171020. FIRST USE IN COMMERCE: 20171020	Akoya Biosciences, Inc.

			due Feb 05, 2024 Renewal Due February 6, 2028	IC 010: Medical device, namely, a robotic station that enables a microscope to perform as a super-multiplexing imager, for use in the field of clinical medical diagnostics and pathology. FIRST USE: 20171020. FIRST USE IN COMMERCE: 20171020	
VECTRA	US	3,774,489	April 13, 2010 Sections 8 & 15 due Apr 15, 2030 Renewal due April 13, 2030	IC 009: Laboratory apparatus and equipment, namely, automated light microscope system consisting primarily of a light microscope, computer hardware and computer software for optical imaging. FIRST USE: 20090225. FIRST USE IN COMMERCE: 20090225	Akoya Biosciences, Inc.
inform	China	9064729	April 21, 2014 Renewal due April 21, 2024	IC 009: Computer software for research purposes for viewing, measuring, and analyzing digital images, including color images and/or multispectral images, sold alone or as a system with computer hardware	Akoya Biosciences, Inc.
inform	EUIPO	009317876	January 9, 2015 Renewal due August 17, 2030	IC 009: Computer software for research purposes for viewing, measuring, and analyzing digital images, including color images and/or multispectral images, sold alone or as a system with computer hardware, all before said goods exclusively as pharmaceutical and research laboratory equipment	Akoya Biosciences, Inc.
inform	South Korea	40-0905740	February 1, 2012 Registration Renewal February 1, 2022	IC 009: Computer software for research purposes for viewing, measuring, and analyzing digital images, including color images and/or multispectral images, sold alone or as a system with computer hardware	Akoya Biosciences, Inc.

	US	3,947,521	<p>April 19, 2011</p> <p>Latest date \$58 & 9 can be filed without paying additional fee: April 21, 2031</p> <p>Registration Renewal due April 9, 2031</p>	<p>IC 009: Computer software for research purposes for viewing, measuring, and analyzing digital images, including color images and/or multispectral images, sold alone or as a system with computer hardware. FIRST USE: 20090225. FIRST USE IN COMMERCE: 20090225</p>	Akoya Biosciences, Inc.
OPAL	Australia	1667327	<p>July 27, 2016</p> <p>Renewal due September 25, 2024</p>	<p>IC 001: Assays for research purposes; reagents for research purposes.</p> <p>IC 042 Providing reagent sample testing and diagnostic services for others in the fields of science and research related thereto.</p>	Akoya Biosciences, Inc.
OPAL	EUIPO (Madrid Protocol)	1230901	<p>September 25, 2014</p> <p>Renewal due September 25, 2024</p>	<p>IC 001: Assays for research purposes; reagents for research purposes.</p> <p>IC 042 Providing reagent sample testing and diagnostic services for others in the fields of science and research related thereto.</p>	Akoya Biosciences, Inc.
NUANCE	China	6389439	<p>May 7, 2012</p> <p>Renewal Due May 6, 2022</p>	<p>IC 009: chemistry apparatus and instruments, surveying apparatus and instruments, apparatus and apparatus for physics, Electrical equipment and apparatus for optical imaging; optical apparatus and instruments. Apparatus and apparatus for optical imaging and multispectral imaging of a sample</p>	Akoya Biosciences, Inc.
NUANCE	China	10155526	<p>December 7, 2013</p> <p>Renewal Due December 6, 2023</p>	<p>IC 009: Recorded computer software for use in the field of biotechnology in the laboratory equipment for optical imaging and multispectral imaging of macroscopic and microscopic samples.</p>	Akoya Biosciences, Inc.
NUANCE	Japan	5262673	<p>September 4,</p>	<p>IC 009: Laboratory experimental machines and apparatus provided with the projecting function of</p>	Akoya Biosciences, Inc.

			2009 Expired September 04, 2019	the optical imaging of a sample, and a multi-spectral image	
NUANCE	Taiwan	1355613	April 1, 2009 Expired March 31, 2019	IC 009: Laboratory equipment, i.e., optical imaging equipment, multi-spectral specimen imaging equipment, connecting laboratory equipment to computer adapters; laboratory equipment including laboratory computer hardware and related computer programs	Akoya Biosciences, Inc.
VECTRA	China	7746567	March 21, 2011 Renewal due March 29, 2021	IC 009: Laboratory apparatus and equipment, namely, automated light microscope system including computer hardware and computer software for optical imaging	Akoya Biosciences, Inc.
VECTRA	EUIPO	8530859	March 1, 2010 Renewal due September 7, 2029	IC 009: Laboratory apparatus and equipment, namely, automated light microscope system including computer hardware and computer software for optical imaging	Akoya Biosciences, Inc.
VECTRA	Japan	5737827	September 9, 2011 Renewal due September 9, 2021	IC 009: Laboratory apparatus and equipment, namely, automated light microscope system including computer hardware and computer software for optical imaging	Akoya Biosciences, Inc.
VECTRA	South Korea	40-0878773	September 1, 2011	IC 009: Laboratory apparatus and equipment, namely, automated light microscope system including computer hardware and computer software for optical imaging	Akoya Biosciences, Inc.

			Renewal due September 1, 2021		
PROXIMA	US	90/044,882	July 9, 2020 Foreign Filing Deadline January 9, 2021	IC 009: Downloadable software application for use in image analysis, data management and collaboration in the field of tissue biomarker analysis. IC 042: Provision of non-downloadable software platform for use in image analysis, data management and collaboration in the field of tissue biomarker analysis.	Akoya Biosciences, Inc.
YOUR SPATIAL BIOLOGY SOLUTION	US	90/044,876	July 9, 2020 Foreign Filing Deadline January 9, 2021	IC 042: Scientific and technological services, namely, contract research services in the fields of cell biology, clinical medical diagnostics and pathology. Providing on-line non-downloadable, cloud-based computer software for use in collecting, storing, analyzing and reporting image data and biological information, and for use in sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, biological, clinical, and medical research.	Akoya Biosciences, Inc.
THE SPATIAL BIOLOGY PLATFORM	US	90/044,878	July 9, 2020 Foreign Filing Deadline January 9, 2021	IC 042: Scientific and technological services, namely, contract research services in the fields of cell biology, clinical medical diagnostics and pathology. Providing on-line non-downloadable, cloud-based computer software for use in collecting, storing, analyzing and reporting image data and biological information, and for use in sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, biological, clinical, and medical research.	Akoya Biosciences, Inc.
THE SPATIAL BIOLOGY SOLUTION	US	90/044,885	July 9, 2020 Foreign Filing Deadline January 9, 2021	IC 042: Scientific and technological services, namely, contract research services in the fields of cell biology, clinical medical diagnostics and pathology. Providing on-line non-downloadable, cloud-based computer software for use in collecting, storing, analyzing and reporting image data and biological information, and for use in sample tracking and managing projects, laboratory workflow and data, all the foregoing for use in the fields of scientific, biological, clinical, and medical research.	Akoya Biosciences, Inc.