

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772049

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Interest Supplement
<b>RESUBMIT DOCUMENT ID:</b>	900723295

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AKOYA BIOSCIENCES, INC.		09/28/2022	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Midcap Financial Trust
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6495251	PROXIMA
<b>Serial Number:</b>	90272362	PHENOCYCLER
<b>Serial Number:</b>	90272369	PHENOCODE
<b>Serial Number:</b>	90272367	PHENOIMAGER
<b>Serial Number:</b>	97132096	PHENOSTAINER
<b>Serial Number:</b>	97132090	THE SPATIAL BIOLOGY ANALYSIS SOLUTION
<b>Serial Number:</b>	97279578	
<b>Serial Number:</b>	97279582	AKOYA BIOSCIENCES THE SPATIAL BIOLOGY CO

**CORRESPONDENCE DATA**

Fax Number: 7036106200

*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: 7036106100

Email: dctrademark@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

<b>NAME OF SUBMITTER:</b>	Greta D. Feldman of Hogan Lovells US LLP
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<b>SIGNATURE:</b>	/Greta D. Feldman/
<b>DATE SIGNED:</b>	12/06/2022
<b>Total Attachments: 4</b> source=Akoya - TM Security Agreement Supplement (MidCap)#page1.tif source=Akoya - TM Security Agreement Supplement (MidCap)#page2.tif source=Akoya - TM Security Agreement Supplement (MidCap)#page3.tif source=Akoya - TM Security Agreement Supplement (MidCap)#page4.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement is entered into as of the 28<sup>th</sup> day of September, 2022 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. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of October 27, 2020 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the "Existing IP Security Agreement"; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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 (as defined in the Credit Agreement), including, without limitation, the following:

- (a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);
- (c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;
- (f) Any and all Mask Works, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;
- (g) 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.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted

herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

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

GRANTORS:

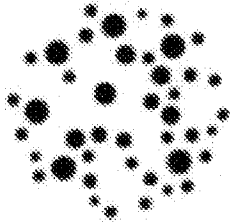
AKOYA BIOSCIENCES, INC.

By: Joseph Driscoll  
Name: Joseph Driscoll  
Title: CEO

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PROXIMA	6495251	09/21/2021
PHENOCYCLER	90272362	10/22/2020
PHENOCODE	90272369	10/22/2020
PHENOIMAGER	90272367	10/22/2020
PHENOSTAINER	97132096	11/18/2021
THE SPATIAL BIOLOGY ANALYSIS SOLUTION	97132090	11/18/2021
	97279578	02/22/2022



97279582

02/22/2022