

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND SUPPLEMENT TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
R2 Technology, Inc.	05/07/2008
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., as collateral agent
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7359538
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	022411-0808
NAME OF SUBMITTER:	Kristin J. Azcona
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Patent Supplement

**SECOND SUPPLEMENT TO PATENT SECURITY AGREEMENT**

This Second Supplement to Patent Security Agreement (this "Supplement") is dated as of May 7, 2008, effective as of April 30, 2008, is made and entered into by and between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp., Cytoc Corporation and Cytoc Surgical Products Limited Partnership (collectively, the "Grantors"), and Goldman Sachs Credit Partners L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, Grantors are a party to a Pledge and Security Agreement dated as of October 22, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed and delivered to the Collateral Agent a Patent Security Agreement dated as of October 22, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Patent Security Agreement") by and between the Grantors and Collateral Agent; and

WHEREAS, this Supplement shall amend and supplement the Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

1. DEFINED TERMS. capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement and the Patent Security Agreement, as applicable.

2. SCHEDULE I TO PATENT SECURITY AGREEMENT. Schedule I of the Patent Security Agreement is hereby revised by adding thereto the Patent Collateral listed on Section 1 of Exhibit A hereto and deleting therefrom the Patent Collateral listed on Section 2 of Exhibit A hereto.

3. MISCELLANEOUS.

a. Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by facsimile shall be equally as effective as delivery of an original executed

counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement. This Supplement shall be deemed to be a Credit Document.

b. Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HOLOGIC, INC.,** as Grantor

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Chief Accounting Officer

**R2 TECHNOLOGY, INC.,** as Grantor

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Vice President and Assistant Treasurer

**SUROS SURGICAL SYSTEMS, INC.,** as  
Grantor

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Vice President and Assistant Treasurer

**BIOLUCENT, LLC,** as Grantor

By: Hologic, Inc., its sole member and sole  
manager

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Chief Accounting Officer

**DIRECT RADIOGRAPHY CORP., as Grantor**

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Vice President and Assistant Treasurer

**CYTYC CORPORATION, as Grantor**

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Senior Vice President and Assistant Treasurer

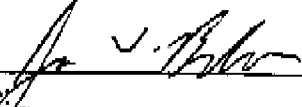
**CYTYC SURGICAL PRODUCTS LIMITED  
PARTNERSHIP, as Grantor**

By: Cytac Corporation, its general partner

By: Robert H. LaVallee  
Name: Robert H. LaVallee  
Title: Senior Vice President and Assistant Treasurer

Accepted and Agreed:

**GOLDMAN SACHS CREDIT PARTNERS L.P.,**  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**James V. Balcom**  
**Authorized Signatory**

[Hologic Second Patent Supplement]

**PATENT**  
**REEL: 021076 FRAME: 0710**

**EXHIBIT A**

**1. PATENT AND PATENT APPLICATIONS TO BE ADDED TO SCHEDULE I  
TO PATENT SECURITY AGREEMENT**

**Granted**

Title	App. No.	Pat. No.	Status	Country	Filing Date	Issue Date	Owner
Detection and Analysis of Lesions in Contact with a Structural Boundary	10/261,184	7359538	Granted	US	09-30-02	04-15-08	R2

**Pending**

Title	App. No.	Status	Country	Filing Date	Owner
System & Method for Minimally Invasive Disease Therapy	12/061,195	Pending	US	04-02-08	Suros
System & Method for Minimally Invasive Disease Therapy	12/061,344	Pending	US	04-02-08	Suros

**2. PATENT AND PATENT APPLICATIONS TO BE DELETED FROM SCHEDULE I TO  
PATENT SECURITY AGREEMENT**

**[INTENTIONALLY OMITTED]**