

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Supplement to Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Third Wave Technologies, Inc.	08/18/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Goldman Sachs Credit Partners L.P., as Collateral Agent
<b>Street Address:</b>	30 Hudson Street, 17th Floor
<b>City:</b>	New Jersey
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11809567
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com
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<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor
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<b>ATTORNEY DOCKET NUMBER:</b>	022411-0808
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona
<b>Total Attachments: 5</b> source=Third Wave Technology Patent Supplement#page1.tif source=Third Wave Technology Patent Supplement#page2.tif source=Third Wave Technology Patent Supplement#page3.tif source=Third Wave Technology Patent Supplement#page4.tif source=Third Wave Technology Patent Supplement#page5.tif	

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**PATENT**

## Patent Supplement

### FIRST SUPPLEMENT TO PATENT SECURITY AGREEMENT

This First Supplement to Patent Security Agreement (this "Supplement") is dated as of August 18, 2008, effective as of July 31, 2008, is made and entered into by and between, Third Wave Technologies, Inc. as a Grantor ("Grantor"), 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, the Grantor joined (as a grantor) that certain Amended and Restated Pledge and Security Agreement dated as of July 17, 2008 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended and Restated Pledge and Security Agreement") by and among Hologic, Inc., a Delaware corporation (the "Borrower"), the Grantor, certain other subsidiaries of the Borrower and the Collateral Agent, pursuant to that certain Counterpart Agreement dated as of even date hereof by Grantor;

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement, Grantor executed and delivered to the Collateral Agent a Patent Security Agreement dated as of July 17, 2008 (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 Grantor 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 Grantor hereby agrees 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 Amended and Restated 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.

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

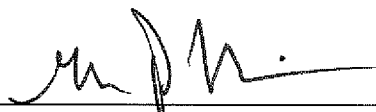
Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement. This Supplement shall be deemed to be a Credit Document.

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

**THIRD WAVE TECHNOLOGIES, INC.,**  
as Grantor


By:  \_\_\_\_\_

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and  
Secretary

Accepted and Agreed:

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

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**James V. Balcom**  
**Authorized Signatory**

**EXHIBIT A**

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

Pending

DEBTOR/GRANTOR	App. No./ Registration No.	Country	Filing or Issue Date	Status
THIRD WAVE TECHNOLOGIES, INC.	11/809567	United States	01-Jun-07	Pending

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

**[INTENTIONALLY OMITTED]**