

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | FIRST SUPPLEMENT TO PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Cyttyc Corporation | 08/18/2008 |
| RECEIVING PARTY DATA | |
| Name: | Goldman Sachs Credit Partners L.P., as collateral agent |
| Street Address: | 30 Hudson Street, 17th Floor |
| City: | New Jersey |
| State/Country: | NEW JERSEY |
| Postal Code: | 07302 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12177003 |
| CORRESPONDENCE DATA | |
| Fax Number: | (714)755-8290 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 714-540-1235 |
| Email: | ipdocket@lw.com, kristin.azcona@lw.com |
| Correspondent Name: | Latham & Watkins LLP |
| Address Line 1: | 650 Town Center Drive, 20th Floor |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 |
| ATTORNEY DOCKET NUMBER: | 022411-0808 |
| NAME OF SUBMITTER: | Kristin J. Azcona |
| Total Attachments: 7 source=Hologic Patent Supp#page1.tif source=Hologic Patent Supp#page2.tif source=Hologic Patent Supp#page3.tif source=Hologic Patent Supp#page4.tif source=Hologic Patent Supp#page5.tif | |

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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 Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp., Cytac Corporation, Cytac Surgical Products, Limited Partnership, Cytac Surgical Products II, Limited Partnership, Cytac Surgical Products III, Inc. and Cytac Prenatal Products Corp. (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").

W I T N E S S E T H :

WHEREAS, Grantors are a party to an Amended and Restated Pledge and 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 "Amended and Restated Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement, the Grantors 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 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 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

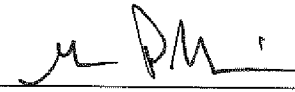
constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver 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).

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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.

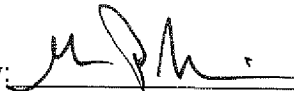
HOLOGIC, INC., as Grantor

By: _____

Name: Glenn P. Muir

Title: Executive Vice President, Finance and
Administration, Chief Financial Officer and
Treasurer and Assistant Secretary


R2 TECHNOLOGY, INC., as Grantor

By: _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary

SUROS SURGICAL SYSTEMS, INC., as
Grantor

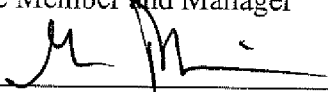
By: _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary

BIOLUCENT, LLC, as Grantor

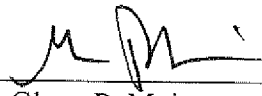
By: Hologic, Inc.,
Its Sole Member and Manager

By: _____


Name: Glenn P. Muir

Title: Executive Vice President, Finance and
Administration, Chief Financial Officer and
Treasurer and Assistant Secretary

DIRECT RADIOGRAPHY CORP., as Grantor

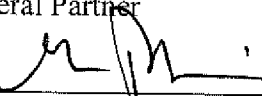
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

CYTYC CORPORATION, as Grantor

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary


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

By: Cytac Corporation,
Its General Partner


By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

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

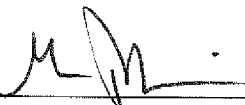
By: Cytac Corporation,
Its General Partner

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

CYTYC SURGICAL PRODUCTS III, Inc., as
Grantor


By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

CYTYC PRENATAL PRODUCTS CORP., 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

| Title | App. No. | Status | Country | Filing Date | Owner |
|---|------------|---------|---------|-------------|---------|
| Disposable Automated Tissue Excision and Collection Device | 12/181,860 | Pending | US | 07-29-08 | Suros |
| Cytological Imaging System and Method | 12/177,003 | Pending | US | 07-21-08 | Cytec |
| System and Device for Non-Destructive Raman Analysis | 12/179,251 | Pending | US | 07-24-08 | Hologic |
| Method for Characterizing X-Ray Detector Materials Using a Raman Microscope | 12/179,265 | Pending | US | 07-24-08 | Hologic |
| Distributed Architecture for Mammographic Image Acquisition and Processing | 12/179,766 | Pending | US | 07-25-08 | Hologic |

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

[INTENTIONALLY OMITTED]