

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Sixth Supplement To Patent Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
Cytec Corporation	01/21/2009

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P., as Collateral Agent
<b>Street Address:</b>	30 Hudson Street
<b>Internal Address:</b>	36th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Application Number:	12335348
Application Number:	12332562
Application Number:	12335390
Application Number:	12335440
Application Number:	12340142
Application Number:	12340232
Application Number:	12335748
PCT Number:	US0886861
PCT Number:	US0886878
PCT Number:	US0887793
PCT Number:	US0887781
PCT Number:	US0886972
PCT Number:	US0886653
PCT Number:	US0886641

OP \$560.00 12335348

CORRESPONDENCE DATA

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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	022411-0808
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NAME OF SUBMITTER:	Angela M. Amaru
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Total Attachments: 8  
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**Patent Supplement**

**SIXTH SUPPLEMENT TO PATENT SECURITY AGREEMENT**

This Sixth Supplement to Patent Security Agreement (this "Supplement") is dated as of January ~~21~~, 2009, effective as of December 31, 2008, and is made and entered into by and between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp., Cytoc Corporation, Cytoc Surgical Products, Limited Partnership, Cytoc Surgical Products II, Limited Partnership, Cytoc Surgical Products III, Inc. and Cytoc 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.

1. 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: 

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: 

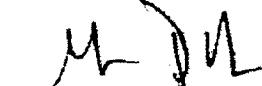
Name: Glenn P. Muir

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

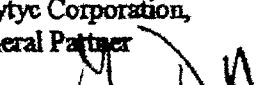
**DIRECT RADIOGRAPHY CORP., as Grantor**

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: Cytoc 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: Cytoc 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**

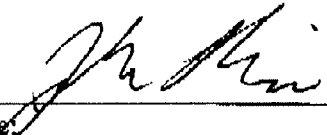
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer and  
Secretary

#1625762

**PATENT  
REEL: 022163 FRAME: 0850**

Accepted and Agreed:

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

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
John Darmanin  
Authorized Signatory



**EXHIBIT A**

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

Pending

Title	App. No.	Status	Country	Filing Date	Owner
System and method for processing and reading information on a biological specimen slide	12/335,348	Pending	US	12/15/08	Cytyc
Target edge detection method and apparatus for cytological image processing applications	12/332,562	Pending	US	12/11/08	Cytyc
Methods and systems for controllably scanning a cytological specimen	12/335,390	Pending	US	12/15/08	Cytyc
Methods and systems for controllably scanning a cytological specimen	PCT/US08/86861	Pending	PCT	12/15/08	Cytyc
Apparatus for single handed control of Microscope functions	12/335,440	Pending	US	12/15/08	Cytyc
Apparatus for single handed control of Microscope functions	PCT/US08/86878	Pending	PCT	12/15/08	Cytyc
Active grip filter-plug for samples collection device	12/340,142	Pending	US	12/19/08	Cytyc
Active grip filter-plug for samples collection device	PCT/US08/87793	Pending	PCT	12/19/08	Cytyc
Method and system for identifying biological specimen slides using unique slide fingerprints	12/340,232	Pending	US	12/19/08	Cytyc
Method and system for identifying biological specimen slides using unique slide fingerprints	PCT/US08/87781	Pending	PCT	12/19/08	Cytyc
Method for magnetic separation of red blood cells from a patient sample	12/335,748	Pending	US	12/16/08	Cytyc
Method for magnetic separation of red blood cells from a patient sample	PCT/US08/086972	Pending	US	12/16/08	Cytyc
Vacuum pre-check for a tissue ablation device	PCT/US08/086653	Pending	US	12/12/08	Cytyc
Selectable multi-lumen brachytherapy devices and methods	PCT/US08/086641	Pending	US	12/12/08	Cytyc
Device and Method for displaying feature marks related to feature in 3 dimensional images on review stations	12/330,176	Pending	US	12/08/08	Hologic
Introducer Localization Stylet with Echogenic Feature	61/122,172	Pending	US	12/12/2008	Suros
Reverse Deployment Device	12/341,601	Pending	US	12/22/2008	Suros
Processing Medical Images of the Breast to Detect Anatomical Abnormalities Therein	12/334,431	Pending	US	12/12/08	R2
Image Handling display in X-Ray Mammography Tomosynthesis	12/344,121	Pending	US	12/24/08	Hologic

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

**[INTENTIONALLY OMITTED]**

#1625762

**RECORDED: 01/27/2009**

**PATENT  
REEL: 022163 FRAME: 0853**