

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	11th Supplement to Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Cytc Corporation	06/22/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	30 Hudson Street
Internal Address:	36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Application Number:	12465032
Application Number:	12463463
Application Number:	12463466
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(212)751-4864
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-906-1200
Email:	angela.amaru@lw.com
Correspondent Name:	Latham & Watkins
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	022411-0808
NAME OF SUBMITTER:	Angela M. Amaru

CH \$120.00 12465032

**Total Attachments: 8**

source=11th PSA Hologic#page1.tif

source=11th PSA Hologic#page2.tif

source=11th PSA Hologic#page3.tif

source=11th PSA Hologic#page4.tif

source=11th PSA Hologic#page5.tif

source=11th PSA Hologic#page6.tif

source=11th PSA Hologic#page7.tif

source=11th PSA Hologic#page8.tif

**Patent Supplement**

**ELEVENTH SUPPLEMENT TO PATENT SECURITY AGREEMENT**

This Eleventh Supplement to Patent Security Agreement (this "Supplement") is dated as of June 22, 2009, effective as of May 31, 2009, and is made and entered into by and between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp., Cytyc Corporation, Cytyc Surgical Products, Limited Partnership, Cytyc Surgical Products II, Limited Partnership, Cytyc Surgical Products III, Inc. and Cytyc 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

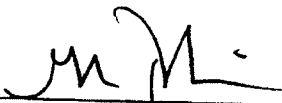
Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original 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).


**[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.

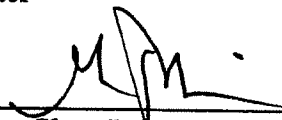
**HOLOGIC, INC., as Grantor**

By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Finance and Administration, Chief Financial Officer and Treasurer and Assistant Secretary

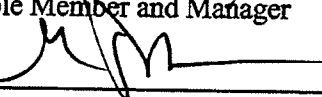
**R2 TECHNOLOGY, INC., as Grantor**

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

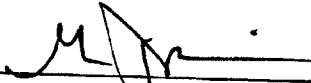
**SUROS SURGICAL SYSTEMS, INC., as Grantor**

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**

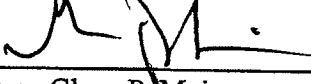
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer and Secretary

**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

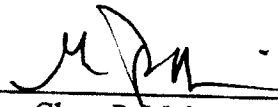
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer and Secretary

**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**

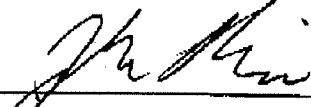
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer and  
Secretary

**CYTYC PRENATAL PRODUCTS CORP., as  
Grantor**

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

Accepted and Agreed:

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

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



**EXHIBIT A**

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

<b><u>Title</u></b>	<b><u>App. No./ Patent No.</u></b>	<b><u>Status</u></b>	<b><u>Country</u></b>	<b><u>Filing Date / Issue Date</u></b>	<b><u>Owner</u></b>
Method and Apparatus for Preparing Cytological Specimens	12/465,032	Pending	US	5/13/2009	Cytc Corporation
Multi-lumen Balloon Catheter Lumen Visualization and Identification Configurations	12/463,463	Pending	US	5/11/2009	Cytc Corporation
Catheter Marking for Multi-lumen Catheter Lumen Identification	12/463,466	Pending	US	5/11/2009	Cytc Corporation
System and Method for Generating a 2D Image From a Tomosynthesis Data Set	12/471,981	Pending	US	5/26/2009	Hologic, Inc.
Vial System and Method For Processing Liquid-Based Specimens	10/122,151	Pending	US	4/15/2002	Hologic, Inc.
Flow Control Metering system and Method for Controlling Filtration of Liquid-Based Specimens	10/274,383	Pending	US	10/21/2002	Hologic, Inc.
Cell-Based Detection and Differentiation of Disease States	10/241,753	Pending	US	9/12/2002	Hologic, Inc.
Automated System and Method for Processing Multiple Liquid-Based Specimens	10/274,366	Pending	US	10/21/2002	Hologic, Inc.
Automated System and Method for Processing Specimens to Extract Samples for both Liquid-Based and Slide-Based Testing	10/274,381	Pending	US	10/21/2002	Hologic, Inc.
Cell-Based Detection and Differentiation of Lung Cancer	11/131,324	Pending	US	5/18/2005	Hologic, Inc.
Vial Assembly, Sampling Apparatus and Method for Processing Liquid-Based Specimens	11/667,296	Pending	US	5/8/2007	Hologic, Inc.
Liquid Specimen Sampling System and Method	11/667,253	Pending	US	3/26/2008	Hologic, Inc.
Filtration System and Method for Obtaining a Cytology Layer	12/007,158	Pending	US	1/7/2008	Hologic, Inc.
Filtration System and Method for Obtaining a Cytology Layer	12/007,157	Pending	US	1/7/2008	Hologic, Inc.
Container Uncapping Mechanism and Method	12/073,427	Pending	US	3/5/2008	Hologic, Inc.
Specimen Processing Instrument	D474,279	Pending	US	5/6/2003	Hologic, Inc.
Cell-Based Detection and Differentiation of Lung Cancer	6,939,670	Pending	US	9/6/2005	Hologic, Inc.
Article Handling System and Method	6,974,294	Pending	US	12/13/2005	Hologic, Inc.
Stand for Specimen Collection Container	D517,700	Pending	US	3/21/2006	Hologic, Inc.
Apparatus and Method for Mixing Specimens in Vials	7,284,900	Pending	US	10/23/2007	Hologic, Inc.

<u>Title</u>	<u>App. No./ Patent No.</u>	<u>Status</u>	<u>Country</u>	<u>Filing Date / Issue Date</u>	<u>Owner</u>
Filtration System and Method for Obtaining a Cytology Layer	7,316,779	Pending	US	1/8/2008	Hologic, Inc.
Container Uncapping Mechanism and Method	7,377,027	Pending	US	5/27/2008	Hologic, Inc.

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

[INTENTIONALLY OMITTED]