

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	17th Supplement to Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Hologic, Inc.	12/18/2009
RECEIVING PARTY DATA	
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
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12623472
PCT Number:	US0965451
PCT Number:	US0965288
CORRESPONDENCE DATA	
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:	Angela M. Amaru c/o 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 12623472

Total Attachments: 7

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Patent Supplement

SEVENTEENTH SUPPLEMENT TO PATENT SECURITY AGREEMENT

This Seventeenth Supplement to Patent Security Agreement (this "Supplement") is dated as of December 18, 2009, effective as of November 30, 2009, 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.

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

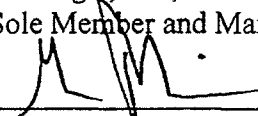
R2 TECHNOLOGY, INC., as Grantor

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**

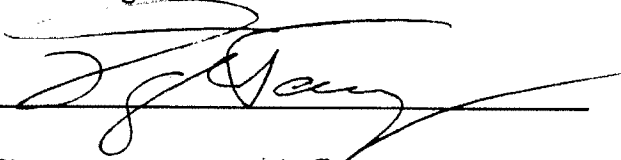
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

**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: Douglas Tansey
 Authorized Signatory

Title: _____

EXHIBIT A

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

<u>Title</u>	<u>App. No./ Patent No.</u>	<u>Status</u>	<u>Country</u>	<u>Filing Date / Issue Date</u>	<u>Owner</u>
METHOD AND SYSTEM FOR CONTROLLING X-RAY FOCAL SPOT CHARACTERISTICS FOR TOMOSYNTHESIS AND MAMMOGRAPHY IMAGING	12/623,472	Pending	US	11/23/2009	Hologic, Inc.
METHOD AND SYSTEM FOR CONTROLLING X-RAY FOCAL SPOT CHARACTERISTICS FOR TOMOSYNTHESIS AND MAMMOGRAPHY IMAGING	PCT/US09/065451	Pending	US	11/23/2009	Hologic, Inc.
SYSTEM AND METHOD FOR GENERATING A 2D IMAGE FROM A TOMOSYNTHESIS DATA SET	PCT/US09/065288	Pending	US	11/20/2009	Hologic, Inc.
INTRODUCER LOCALIZATION ASSEMBLIES	12/612,422	Pending	US	11/4/2009	Suros Surgical Sytems, Inc.
ADAPTER ASSEMBLY FOR STEREOTACTIC BIOPSY	12/624,194	Pending	US	11/23/2009	Suros Surgical Sytems, Inc.
CROSS-FRAME OBJECT RECONSTRUCTION FOR IMAGE-BASED CYTOLOGY APPLICATIONS	12/611,886	Pending	US	11/3/2009	Cytec Corporation

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

[INTENTIONALLY OMITTED]