

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Eighth Supplement to Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Third Wave Technologies, Inc.	04/14/2010

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: 2

Property Type	Number
Application Number:	12722870
Application Number:	12714983

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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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: 5
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Patent Supplement

EIGHTH SUPPLEMENT TO PATENT SECURITY AGREEMENT

This Eighth Supplement to Patent Security Agreement (this "Supplement") is dated as of April ~~14~~, 2010, effective as of March 31, 2010, and 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 24, 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

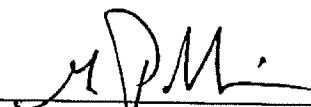
Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement. This Supplement shall be deemed to be a Credit Document.

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).

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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: Douglas Tansey
Authorized Signatory

Title: _____

EXHIBIT A

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

Title	App. No.	Status	Country	Filing Date	Owner
KITS FOR THE DETECTION OF A NUCLEIC ACID BY A CLEAVAGE REACTION	12/722,870	Pending	US	3/12/2010	Third Wave Technologies, Inc.
COMPOSITIONS, PROBES AND CONJUGATES AND USES THEREOF	12/714,983	Pending	US	3/1/2010	Third Wave Technologies, Inc.

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

[INTENTIONALLY OMITTED]