

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Twenty-Fourth Supplement to Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Cytc Corporation	06/17/2010
<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:	12773332
Application Number:	12775752
Application Number:	12784702
<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:	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

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**Total Attachments: 6**

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Patent Supplement

**TWENTY-FOURTH SUPPLEMENT TO PATENT SECURITY AGREEMENT**

This Twenty-Fourth Supplement to Patent Security Agreement (this "Supplement") is dated as of June 17, 2010, effective as of May 31, 2010, and is made and entered into by and between Hologic, 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").

**WITNESSETH:**

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;

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

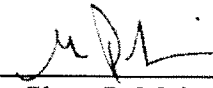
Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original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

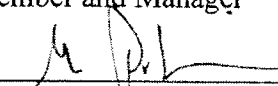
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Finance and Administration, Chief Financial Officer and Treasurer and Assistant Secretary

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


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

**BIOLUCENT, LLC,** as Grantor

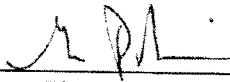
By: Hologic, Inc.,  
Its Sole Member and Manager

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

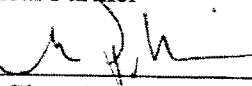
**DIRECT RADIOGRAPHY CORP.,** as Grantor

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

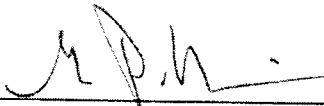
**CYTYC SURGICAL PRODUCTS, LIMITED PARTNERSHIP, as Grantor**

By: Cytyc Corporation,  
Its General Partner  
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer and Secretary

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

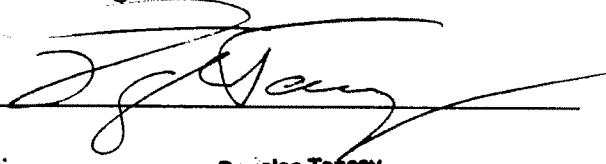
By: Cytyc Corporation,  
Its General Partner  
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer and Secretary

**CYTYC SURGICAL PRODUCTS III, Inc., as Grantor**

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

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>
RADIOPAQUE IMPLANT	12/773,332	Pending	US	5/4/2010	Cytc Corporation
A RADIO-FREQUENCY GENERATOR FOR POWERING AN ABLATION DEVICE	12/775,752	Pending	US	5/7/2010	Cytc Corporation
METHOD AND SYSTEM FOR TRANSCERVICAL TUBAL OCCLUSION	12/784,702	Pending	US	5/10/2010	Cytc Corporation

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

**[INTENTIONALLY OMITTED]**