

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hologic, Inc.</td> <td>04/02/2013</td> </tr> <tr> <td>Biolucent, LLC</td> <td>04/02/2013</td> </tr> <tr> <td>Cytc Corporation</td> <td>04/02/2013</td> </tr> <tr> <td>Cytc Surgical Products, Limited</td> <td>04/02/2013</td> </tr> <tr> <td>Direct Radiography Corp.</td> <td>04/02/2013</td> </tr> <tr> <td>Suros Surgical Systems, Inc.</td> <td>04/02/2013</td> </tr> <tr> <td>Third Wave Technologies, Inc.</td> <td>04/02/2013</td> </tr> <tr> <td>Gen-Probe Incorporated</td> <td>04/02/2013</td> </tr> </tbody> </table>		Name	Execution Date	Hologic, Inc.	04/02/2013	Biolucent, LLC	04/02/2013	Cytc Corporation	04/02/2013	Cytc Surgical Products, Limited	04/02/2013	Direct Radiography Corp.	04/02/2013	Suros Surgical Systems, Inc.	04/02/2013	Third Wave Technologies, Inc.	04/02/2013	Gen-Probe Incorporated	04/02/2013		
Name	Execution Date																				
Hologic, Inc.	04/02/2013																				
Biolucent, LLC	04/02/2013																				
Cytc Corporation	04/02/2013																				
Cytc Surgical Products, Limited	04/02/2013																				
Direct Radiography Corp.	04/02/2013																				
Suros Surgical Systems, Inc.	04/02/2013																				
Third Wave Technologies, Inc.	04/02/2013																				
Gen-Probe Incorporated	04/02/2013																				
RECEIVING PARTY DATA																					
<table border="1"> <tr> <td>Name:</td> <td>Goldman Sachs Bank USA</td> </tr> <tr> <td>Street Address:</td> <td>30 Hudson Street, 5th floor</td> </tr> <tr> <td>City:</td> <td>Jersey City</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07302</td> </tr> </table>		Name:	Goldman Sachs Bank USA	Street Address:	30 Hudson Street, 5th floor	City:	Jersey City	State/Country:	NEW JERSEY	Postal Code:	07302										
Name:	Goldman Sachs Bank USA																				
Street Address:	30 Hudson Street, 5th floor																				
City:	Jersey City																				
State/Country:	NEW JERSEY																				
Postal Code:	07302																				
PROPERTY NUMBERS Total: 33																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>61783952</td> </tr> <tr> <td>Application Number:</td> <td>61784994</td> </tr> <tr> <td>Application Number:</td> <td>61782320</td> </tr> <tr> <td>Application Number:</td> <td>61792140</td> </tr> <tr> <td>Application Number:</td> <td>61792409</td> </tr> <tr> <td>Application Number:</td> <td>61783670</td> </tr> <tr> <td>Application Number:</td> <td>61782340</td> </tr> <tr> <td>Application Number:</td> <td>61773718</td> </tr> <tr> <td>Application Number:</td> <td>13809854</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	61783952	Application Number:	61784994	Application Number:	61782320	Application Number:	61792140	Application Number:	61792409	Application Number:	61783670	Application Number:	61782340	Application Number:	61773718	Application Number:	13809854
Property Type	Number																				
Application Number:	61783952																				
Application Number:	61784994																				
Application Number:	61782320																				
Application Number:	61792140																				
Application Number:	61792409																				
Application Number:	61783670																				
Application Number:	61782340																				
Application Number:	61773718																				
Application Number:	13809854																				

CH \$1320.00 61783952

Application Number:	61748854
Application Number:	61784787
Application Number:	61787009
Application Number:	61784273
Application Number:	13768794
Application Number:	61790336
Application Number:	61771963
Application Number:	61793437
Application Number:	61787825
Application Number:	61750840
Application Number:	61756532
Application Number:	13764017
Application Number:	13801561
Application Number:	13784661
Application Number:	13755644
Application Number:	13743608
Application Number:	13800352
Application Number:	13800040
Application Number:	13758188
Application Number:	13739444
Application Number:	13789322
Application Number:	61787975
Application Number:	13738225
Application Number:	13737778

CORRESPONDENCE DATA

Fax Number: 8773927184
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7819997346
Email: carolann.mahoney@hologic.com
Correspondent Name: CarolAnn Mahoney
Address Line 1: 35 Crosby Drive
Address Line 2: Hologic, Inc.
Address Line 4: Bedford, MASSACHUSETTS 01730

ATTORNEY DOCKET NUMBER:

PERFEC CERTIF

NAME OF SUBMITTER:

CarolAnn Mahoney

/CarolAnn Mahoney/

Date:

04/04/2013

Total Attachments: 9

source=ThirdSupPatSecurityAgmt#page1.tif
source=ThirdSupPatSecurityAgmt#page2.tif
source=ThirdSupPatSecurityAgmt#page3.tif
source=ThirdSupPatSecurityAgmt#page4.tif
source=ThirdSupPatSecurityAgmt#page5.tif
source=ThirdSupPatSecurityAgmt#page6.tif
source=ThirdSupPatSecurityAgmt#page7.tif
source=ThirdSupPatSecurityAgmt#page8.tif
source=ThirdSupPatSecurityAgmt#page9.tif

THIRD SUPPLEMENT TO PATENT SECURITY AGREEMENT

This Third Supplement to Patent Security Agreement (this "Supplement") is dated as of April 2, 2013, and is made and entered into by and among each of the entities identified on the signature pages hereto as a Grantor (each, a "Grantor" and, collectively, the "Grantors"), and Goldman Sachs Bank USA, 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 Grantors are party to a Pledge and Security Agreement, dated as of August 1, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Pledge and Security Agreement"), by and among Hologic, Inc., a Delaware corporation (the "Borrower"), the Grantors, certain other subsidiaries of the Borrower, and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Third Supplement to Patent Security Agreement;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed and delivered to the Collateral Agent a Patent Security Agreement, dated as of August 1, 2012 (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:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement and the Patent Security Agreement, as applicable.

Section 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 and deleting therefrom the Patent Collateral listed on Section 2 of Exhibit A hereto.

Section 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

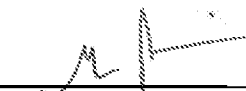
Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original 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 and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

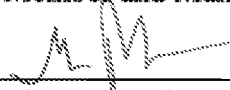
IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOLOGIC, INC., as Grantor

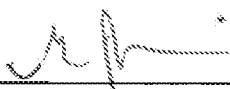
By: 
Name: **Glenn P. Muir**
Title: **Executive Vice President, Finance and
Administration, Chief Financial Officer,
Assistant Treasurer and Assistant Secretary**

BIOLUCENT, LLC, as Grantor

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

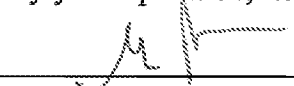
By: 
Name: **Glenn P. Muir**
Title: **Executive Vice President, Finance and
Administration, Chief Financial Officer,
Assistant Treasurer and Assistant Secretary**

CYTYC CORPORATION, as Grantor

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

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

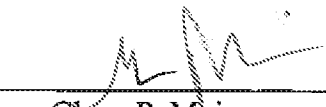
By: Cytoc Corporation, Its General Partner

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

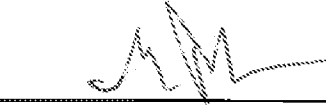
DIRECT RADIOGRAPHY CORP., as Grantor

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

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

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary


**THIRD WAVE TECHNOLOGIES, INC., as
Grantor**

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

GEN-PROBE INCORPORATED, as Grantor

By:  _____

Name: Glenn P. Muir


Title: Executive Vice President, Treasurer, and
Assistant Secretary

[THIRD SUPPLEMENT TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 030147 FRAME: 0819

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: _____
Title: Gabriel Jacobson
Authorized Signatory

[THIRD SUPPLEMENT TO PATENT SECURITY AGREEMENT]

EXHIBIT A

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

Title	App Number	Status	Country	File Date	Owner
SYSTEM, METHOD, AND APPARATUS FOR AUTOMATED INCUBATION	61/783,952	Pending	US	3/14/2013	GPI
SYSTEM AND METHOD FOR EXTENDING THE CAPABILITIES OF A DIAGNOSTIC ANALYZER	61/784,994	Pending	US	3/14/2013	GPI
SYSTEMS, METHODS, AND APPARATUS FOR PERFORMING AUTOMATED REAGENT-BASED ASSAYS	61/782,320	Pending	US	3/14/2013	GPI
DUAL REFERENCE CALIBRATION METHOD AND SYSTEM FOR QUANTIFYING POLYNUCLEOTIDES	61/792,140	Pending	US	3/15/2013	GPI
INTERNAL CALIBRATION ADJUSTMENT METHOD, APPARATUS AND COMPUTER PROGRAM PRODUCT	61/792,409	Pending	US	3/15/2013	GPI
APPARATUS FOR INDEXING AND AGITATING FLUID CONTAINERS	61/783,670	Pending	US	3/14/2013	GPI
INDEXING SIGNAL DETECTION MODULE	61/782,340	Pending	US	3/14/2013	GPI
COMPOSITIONS, METHODS AND KITS TO DETECT HERPES SIMPLEX VIRUS NUCLEIC ACIDS	61/773,718	Pending	US	3/6/2013	GPI
COMPOSITIONS AND ASSAYS TO DETECT SWINE H1N1 INFLUENZA A VIRUS, SEASONAL H1 INFLUENZA A VIRUS AND SEASONAL H3 INFLUENZA A VIRUS NUCLEIC ACIDS	13/809,854	Pending	US	1/11/2013	GPI
COMPOSITIONS, METHODS AND KITS TO DETECT HERPES SIMPLEX VIRUS NUCLEIC ACIDS	61/748,854	Pending	US	1/4/2013	GPI

Coil Systems for Magnetic Resonance Imaging	61/784,787	Pending	US	03/14/2013	Hologic, Inc.
External Pelvic Coil Structures and Methods	61/787,009	Pending	US	03/15/2013	Hologic, Inc.
Compositions and Methods for Analysis of Nucleic acid Molecules	61/784,273	Pending	US	03/14/2013	Hologic, Inc.
Detection of HPV	13/768,794	Pending	US	02/15/2013	Third Wave Technologies, Inc.
X-Ray Scatter Reducing Device for Use with 2D and 3D Mammography	61/790,336	Pending	US	03/15/2013	Hologic, Inc.
Application of Microsecond Light Pulse as a Charge Reset Technique in CdZnTe Radiation Detectors	61/771,963	Pending	US	03/21/2013	Hologic, Inc.
System and Method for Navigating a Tomosynthesis Stack Including Automatic Focusing	61/793,437	Pending	US	03/15/2013	Hologic, Inc.
Tomosynthesis-Guided Biopsy in Prone	61/787,825	Pending	US	03/15/2013	Hologic, Inc.
Method and Apparatus for Minimizing Data Transmission Volume in Breast Tomosynthesis by Providing High Resolution Information on Demand and Displaying that Information to a Reader	61/750,840	Pending	US	01/22/2013	Hologic, Inc.
System and Method for Selectable Plane Reconstruction of Breast Tomosynthesis Images	61/756,532	Pending	US	02/12/2013	Hologic, Inc.
Methods for Detecting Oncofetal Fibronectin	13/764,017	Pending	US	02/11/2013	Hologic, Inc.
Intrauterine Contraceptive Devices	13/801,561	Pending	US	03/13/2013	Hologic, Inc.
Implant Delivery Device	13/784,661	Pending	US	03/04/2013	Hologic, Inc.
System and Method for Minimally Invasive Disease Therapy	13/755,644	Pending	US	01/31/2013	Suros Surgical Systems, Inc.
Vacuum Assisted Biopsy Needle Set	13/743,608	Pending	US	1/17/2013	Suros Surgical Systems, Inc.

[THIRD SUPPLEMENT TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 030147 FRAME: 0822

An Intrauterine Treatment Device with Articulating Array	13/800,352	Pending	US	03/13/2013	Hologic, Inc.
An Intrauterine Measurement Device	13/800,040	Pending	US	03/13/2013	Hologic, Inc.
FUNDUS BUMPER MECHANICAL REFERENCE FOR EASIER MECHANISM DEPLOYMENT	13/758,188	Pending	US	02/04/2013	Hologic, Inc.
Cervical Sealing Apparatus	13/739,444	Pending	US	01/01/2013	Hologic, Inc.
Multi-Well Plate and Method of Use	13/789,322	Pending	US	03/07/2013	Hologic, Inc.
System and Method for Reviewing and Analyzing Cytological Specimens	61/787,975	Pending	US	03/15/2013	Hologic, Inc.
Swab Assembly for Specimen Collection	13/738,225	Pending	US	1/10/2013	Hologic, Inc.
Sample Vial Cap and Sample Vial for Use in Preparing Cytological Specimen and Method of Preparing Cytological Specimen	13/737,778	Pending	US	01/09/2013	Hologic, Inc.

2. PATENT AND PATENT APPLICATIONS TO BE DELETED FROM SCHEDULE 1 TO PATENT SECURITY AGREEMENT

TITLE	App. No./ Pat. No.	Country	Filing or Issue Date	Status
-------	--------------------	---------	----------------------	--------

[THIRD SUPPLEMENT TO PATENT SECURITY AGREEMENT]