

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2829156

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HOLOGIC, INC.	04/08/2014
BIOLUCENT, LLC	04/08/2014
CYTYC CORPORATION	04/08/2014
CYTYC SURGICAL PRODUCTS, LIMITED	04/08/2014
DIRECT RADIOGRAPHY CORP.	04/08/2014
SUROS SURGICAL SYSTEMS, INC.	04/08/2014
THIRD WAVE TECHNOLOGIES, INC.	04/08/2014
GEN-PROBE INCORPORATED	04/08/2014

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK, USA
Street Address:	30 HUDSON STREET
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302

PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	14176690
Application Number:	14175476
Application Number:	14202665
Application Number:	14221418
Application Number:	61949522
Application Number:	61950938
Application Number:	61951130
Application Number:	61946417
Application Number:	29485006
Application Number:	29485001
Application Number:	61953570
Application Number:	14195793
Application Number:	14215407
Application Number:	14195718

PATENT

Property Type	Number
Application Number:	61941303
Application Number:	14212261
Application Number:	14200460
Application Number:	14210042
Application Number:	14210105
Application Number:	14210127
Application Number:	14210163
Application Number:	14210182
Application Number:	14211056
Application Number:	14211668
Application Number:	61946367
Application Number:	61949052
Application Number:	14153261
Application Number:	14158261

CORRESPONDENCE DATA

Fax Number: (877)392-7184

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7819997346

Email: carolann.mahoney@hologic.com

Correspondent Name: CAROLANN MAHONEY

Address Line 1: 35 CROSBY DRIVE

Address Line 2: HOLOGI,C, INC.

Address Line 4: BEDFORD, MASSACHUSETTS 01730

ATTORNEY DOCKET NUMBER: PERFECCERT8TH

NAME OF SUBMITTER: CAROLANN MAHONEY

SIGNATURE: /carolann mahoney/

DATE SIGNED: 04/25/2014

Total Attachments: 8

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EIGHTH SUPPLEMENT TO PATENT SECURITY AGREEMENT

This Eighth Supplement to Patent Security Agreement (this "Supplement") is dated as of April 8, 2014, 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").

W I T N E S S E T H :

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 Eighth 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

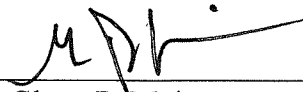
Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original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

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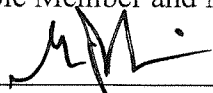
IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOLOGIC, INC., as Grantor

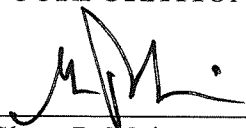
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Finance and
Administration, Chief Financial Officer,
Assistant Treasurer and Assistant Secretary

BIOLUCENT, LLC, as Grantor

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

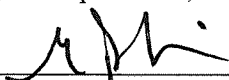
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Finance and
Administration, Chief Financial Officer,
Assistant Treasurer and Assistant Secretary

CYTYC CORPORATION, as Grantor

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

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

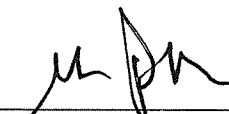
By: Cytoc Corporation, Its General Partner

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

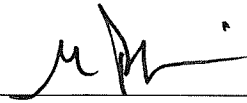
**THIRD WAVE TECHNOLOGIES, INC., as
Grantor**

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

GEN-PROBE INCORPORATED, as Grantor

By:  _____

Name: Glenn P. Muir

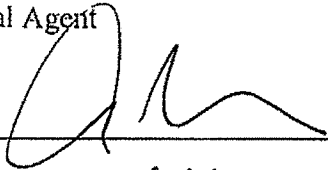
Title: Executive Vice President, Treasurer, and
Assistant Secretary

[EIGHTH SUPPLEMENT TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 032753 FRAME: 0948

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: _____
Title: _____ **Anisha Mainotra**
Authorized Signatory

[EIGHTH SUPPLEMENT TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 032753 FRAME: 0949

EXHIBIT A

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

Title	App Number	Status	Country	File Date	Owner
Immunoassay Test Strip for Use in a Diagnostic System	14/176,690	Pending	US	02/10/2014	Hologic, Inc.
Detection of Intraamniotic Infection	14/175,476	Pending	US	02/07/2014	Hologic, Inc.
System and Method for Reviewing and Analyzing Cytological Specimens	14/202,665	Pending	US	03/10/2014	
System and Device for Non-Destructive Raman Analysis	14/221,418	Pending	US	03/21/2014	Hologic, Inc.
X-Ray Mammography and/or Breast Tomosynthesis Using a Compression Paddle	61/949,522	Pending	US	03/07/2014	Hologic, Inc.
X-Ray Mammography and/or Breast Tomosynthesis Using a Compression Paddle	61/950,938	Pending	US	03/11/2014	Hologic, Inc.
System and Method for Selecting and Modifying A Hanging Protocol for Displaying MRI Information	61/951,130	Pending	US	03/11/2014	Hologic, Inc.
System and Method for Generating and Displaying Tomosynthesis Image Slabs	61/946,417	Pending	US	02/28/2014	Hologic, Inc.
Biopsy Device	29/485,006	Pending	US	03/14/2014	
Biopsy Device	29/485,001	Pending	US	03/14/2014	
Biopsy Device	61/953,570	Pending	US	03/14/2014	
Systems and Methods for Detecting Multiple Optical Signals	14/195,793	Pending	US	03/03/2014	Gen-Probe Incorporated
Compositions, Kits and Related Methods for the Detection and/or Monitoring of Salmonella	14/215,407	Pending	US	03/17/2014	Gen-Probe Incorporated
System and Method for Tracking Items During a Process	14/195,718	Pending	US	03/03/2014	Gen-Probe Incorporated
Compositions and Methods for Detecting HEV Nucleic Acid	61/941,303	Pending	US	02/18/2014	Gen-Probe Incorporated
System and Method for Extending the Capabilities of a Diagnostic Analyzer	14/212,261	Pending	US	03/14/2014	Gen-Probe Incorporated

Indexing Signal Detection Module	14/200,460	Pending	US	03/07/2014	Gen-Probe Incorporated
Interlocking Cap and Receptacle for Automated Processes	14/210,042	Pending	US	03/13/2014	Gen-Probe Incorporated
Multi-Well Tray and Rack Therefor	14/210,105	Pending	US	03/13/2014	Gen-Probe Incorporated
Reagent Wells Containing Lyophilized Reagents	14/210,127	Pending	US	03/13/2014	Gen-Probe Incorporated
Interlocking Cap and Receptacle with Detent Feature and Method and Apparatus for Separating Interlocked Cap and Receptacle	14/210,163	Pending	US	03/13/2014	Gen-Probe Incorporated
Fluid Cartridge	14/210,182	Pending	US	03/13/2014	Gen-Probe Incorporated
Apparatus for Indexing and Agitating Fluid Containers	14/211,056	Pending	US	03/14/2014	Gen-Probe Incorporated
Evaporation-Controlling Container Inserts	14/211,668	Pending	US	03/14/2014	Gen-Probe Incorporated
Method of Isolating Nucleic Acid from Specimens in Liquid-Based Cytology Preservatives Containing Formaldehyde	61/946,367	Pending	US	02/28/2014	Gen-Probe Incorporated
Method of Isolating Nucleic Acid from Specimens in Liquid-Based Cytology Preservatives Containing Formaldehyde	61/949,052	Pending	US	03/21/2014	Gen-Probe Incorporated
Methods of Using Oligonucleotides Comprising a Molecular Switch	14/153,261	Pending	US	01/13/2014	Gen-Probe Incorporated
Estimating Risk of Future Bone Fracture Utilizing Three Dimensional Bone Density Model	14/158,261	Pending	US	01/17/2014	Hologic, Inc.

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