

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3841410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HOLOGIC, INC.	04/07/2016
	GEN-PROBE INCORPORATED	04/07/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	100 N TRYON STREET	
<b>City:</b>	CHARLOTTE	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	28255	
<b>PROPERTY NUMBERS Total: 28</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15065254	
Application Number:	15071755	
Application Number:	62274610	
Application Number:	62291770	
Application Number:	29555074	
Application Number:	15069645	
Application Number:	14990508	
Application Number:	14996339	
Application Number:	15058702	
Application Number:	14990015	
Application Number:	15012096	
Application Number:	15018240	
Application Number:	15054943	
Application Number:	14911667	
Application Number:	14992663	
Application Number:	15002664	
Application Number:	15024631	
Application Number:	15054313	
Application Number:	14943907	

PATENT

Property Type	Number
Application Number:	14011988
Application Number:	14085425
Patent Number:	7368545
Patent Number:	7655408
Patent Number:	7927806
Patent Number:	8241848
Patent Number:	8618276
Patent Number:	8192931
Patent Number:	8546551

#### CORRESPONDENCE DATA

**Fax Number:** (800)494-7512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

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**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F162612
<b>NAME OF SUBMITTER:</b>	CHELSEA RODSTROM
<b>SIGNATURE:</b>	/Chelsea Rodstrom/
<b>DATE SIGNED:</b>	04/22/2016

#### Total Attachments: 7

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as April 7th, 2016 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Patent Security Agreement**") 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 Bank of America, N.A., 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 party to that certain Pledge and Security Agreement dated as of May 29, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") by and among Hologic, Inc., a Delaware corporation (the "**Company**"), the Grantors, certain other subsidiaries of the Company and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. *Defined Terms.* Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. *Grant of Security Interest in Patent Collateral.* Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all patents registered in the United States (and/or all applications therefor) and certificates of invention, inventions or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to or required to be referred to on Schedule I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all improvements thereto, (iv) the right to sue or otherwise recover for past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the "**Patent Collateral**") provided that, for the avoidance of doubt, the Patent Collateral shall not include any Excluded Assets.

SECTION 3. *Security Agreement.* The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. *Applicable Law.* This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be 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).

SECTION 5. *Counterparts.* This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**HOLOGIC, INC.,**  
as Grantor

By:   
Name: Marci Lerner  
Title: Treasurer and Vice President

**GEN-PROBE INCORPORATED,**  
as Grantor

By:   
Name: Marci Lerner  
Title: Treasurer and Vice President

Accepted and Agreed:

**BANK OF AMERICA, N.A.**, as  
Collateral Agent

By:   
Authorized Signatory

[Signature Page to Patent Security Agreement (Q2 FY 2016)]

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>App Number</b>	<b>Status</b>	<b>Country</b>	<b>File Date</b>	<b>Owner</b>
Fundus Bumper Mechanical Reference for Easier Mechanism Deployment	15/065,254	Pending	US	03/09/2016	Hologic, Inc.
Systems, Methods and Devices for Performing Gynecological Procedures	15/071,755	Pending	US	03/16/2016	Hologic, Inc.
Methods and Compositions for Detecting Candida Species	62/274,610	Pending	US	01/04/2016	Gen-Probe Incorporated
Dried Amplification Compositions	62/291,770	Pending	US	02/05/2016	Gen-Probe Incorporated
Vial Holder	29/555,074	Pending	US	02/18/2016	Hologic, Inc.
Tagged Oligonucleotides and Their Use in Nucleic Acid Amplification Methods	15/069,645	Pending	US	03/14/2016	Gen-Probe Incorporated
Methods of Non-specific Target Capture of Nucleic Acids	14/990,508	Pending	US	01/07/2016	Gen-Probe Incorporated
System for Performing A Magnetic Separation Procedure	14/996,339	Pending	US	01/15/2016	Gen-Probe Incorporated
Methods and Compositions for Nucleic Acid Amplification	15/058,702	Pending	US	03/02/2016	Gen-Probe Incorporated
Compositions and Assays to Detect Swine H1N1 Influenza A Virus, Seasonal H1 Influenza A Virus and Seasonal H3 Influenza A Virus	14/990,015	Pending	US	01/07/2016	Gen-Probe Incorporated
Compositions, Methods and Kits to Detect Adenovirus Nucleic Acids	15/012,096	Pending	US	02/01/2016	Gen-Probe Incorporated
Integrated Capture and Amplification of Target Nucleic Acid for Sequencing	15/018,240	Pending	US	02/08/2016	Gen-Probe Incorporated

Automated Sampling Handling Instrumentation, Systems, Processes and Methods	15/054,943	Pending	US	02/26/2016	Gen-Probe Incorporated
Compositions and Methods for Detecting HEV Nucleic Acid	14/911,667	Pending	US	02/11/2016	Gen-Probe Incorporated
A Plastic Body Configured for Engagement with an Automated Receptacle Transport Mechanism	14/992,663	Pending	US	01/11/2016	Gen-Probe Incorporated
Evaporation Controlling Container Inserts	15/002,664	Pending	US	01/21/2016	Gen-Probe Incorporated
Biopsy Device with Aspiration Valve	15/024,631	Pending	US	03/24/2016	Hologic, Inc.
Method for Detecting Chikungunya Virus	15/054,313	Pending	US	02/26/2016	Gen-Probe Incorporated
Distinguishing PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues	14/943,907	Pending	US	11/17/2015	Gen-Probe Incorporated
Method to Detect Prostate Cancer in a Sample	14/011,988	Pending	US	08/28/2013	Gen-Probe Incorporated
Distinguishing PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues	14/085,425	Pending	US	11/20/2013	Gen-Probe Incorporated



Patent No.	Issued	Owner	Title
7,368,545	05/06/2008	Gen-Probe Incorporated	PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues
7,655,408	02/02/2010	Gen-Probe Incorporated	PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues
7,927,806	04/19/2011	Gen-Probe Incorporated	Distinguishing PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues
8,241,848	08/14/2012	Gen-Probe Incorporated	Distinguishing PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues
8,618,276	12/31/2013	Gen-Probe Incorporated	Distinguishing PCA3 Messenger RNA Species in Benign and Malignant Prostate Tissues
8,192,931	06/05/2012	Gen-Probe Incorporated	Method to Detect Prostate Cancer in a Sample
8,546,551	10/01/2013	Gen-Probe Incorporated	Method to Detect Prostate Cancer in a Sample