

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3959017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
HOLOGIC, INC.	07/08/2016
GEN-PROBE INCORPORATED	07/08/2016

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	100 N TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 18

Property Type	Number
Application Number:	15167589
Application Number:	15087678
Application Number:	15088844
Application Number:	15027650
Application Number:	15031396
Application Number:	15095394
Application Number:	15147800
Application Number:	62326451
Application Number:	62342713
Application Number:	15094227
Application Number:	15176867
Application Number:	15176861
Application Number:	15092150
Application Number:	62322491
Application Number:	62328358
Application Number:	15093214
Application Number:	15097758
Application Number:	15162263

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.***Phone:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** JOANNA MCCALL**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD**Address Line 4:** WASHINGTON, D.C. 20005**ATTORNEY DOCKET NUMBER:** F164273**NAME OF SUBMITTER:** KAREN S. COTTRELL**SIGNATURE:** /Karen S. Cottrell/**DATE SIGNED:** 07/13/2016**Total Attachments: 6**

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of July 8, 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: 

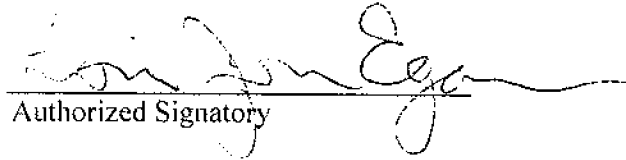
Name: Marci Lerner

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 (Q3 FY 2016)]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	App Number	Status	Country	File Date	Owner
Using a Guided Member to Facilitate Brachytherapy Device Swap	15/167,589	Pending	US	05/27/2016	Hologic, Inc.
Displaying and Navigating Computer-Aided Detection Results on a Review Workstation	15/087,678	Pending	US	03/31/2016	Hologic, Inc.
System and Method for Generating a 2D Image from a Tomosynthesis Data Set	15/088,844	Pending	US	04/01/2016	Hologic, Inc.
X-Ray Breast Tomosynthesis Enhancing Spatial Resolution Including in the Thickness Direction of a Flattened Breast	15/027,650	Pending	US	04/06/2016	Hologic, Inc.
System and Method for Navigating X-Ray Guided Breast Biopsy	15/031,396	Pending	US	04/22/2016	Hologic, Inc.
Breast Biopsy Lateral Arm System	15/095,394	Pending	US	04/11/2016	Hologic, Inc.
X-Ray Mammography and/or Breast Tomosynthesis	15/147,800	Pending	US	05/05/2016	Hologic, Inc.
Tomosynthesis with Shifting Focal Spot X-Ray System Using an Addressable Array	62/326,451	Pending	US	04/22/2016	Hologic, Inc.
Synchronized Surface and Internal Tumor Detection	62/342,713	Pending	US	05/27/2016	Hologic, Inc.
Sample Testing Systems and Methods with Automated Cleaning	15/094,227	Pending	US	04/08/2016	Gen-Probe Incorporated
Methods and Devices for Calibrating and/or Monitoring Optical Measurement Devices	15/176,867	Pending	US	06/08/2016	Gen-Probe Incorporated
Methods and Devices Employing Thermoplastics from the Polyaryletherketone Family of Semi-Crystalline Thermoplastics for Calibration and/or Monitoring of Optical Measurement Devices	15/176,861	Pending	US	06/08/2016	Gen-Probe Incorporated
Systems and Methods for	15/092,150	Pending	US	04/06/2016	Gen-Probe

Reading Machine-Readable Labels on Sample Receptacles					Incorporated
Assemblies for Storing Sample Processing Consumables, Sample Processing Instruments, and Methods	62/322,491	Pending	US	04/14/2016	Gen-Probe Incorporated
Blood Cell Lysis Reagent	62/328,358	Pending	US	04/27/2016	Gen-Probe Incorporated
Method to Detect Prostate Cancer in a Sample	15/093,214	Pending	US	04/07/2016	Gen-Probe Incorporated
Prostate Cancer Prognostic Compositions and Kits	15/097,758	Pending	US	04/13/2016	Gen-Probe Incorporated
Methods and Compositions for Quantitative Amplification and Detection Over a Wide Dynamic Range	15/162,263	Pending	US	05/23/2016	Gen-Probe Incorporated