

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4080307

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOLOGIC, INC.	09/30/2016
GEN-PROBE INCORPORATED	09/30/2016
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: 5	
Property Type	Number
Application Number:	15120911
Application Number:	15236265
Application Number:	15222173
Application Number:	15191231
Application Number:	15267615
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>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.</i>	
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ATTORNEY DOCKET NUMBER:	F165771
NAME OF SUBMITTER:	KAREN S. COTTRELL
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/03/2016

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of September 30, 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, NA., as
Collateral Agent

By: 
Authorized Signatory
LORI EGAN
SVP.

[Signature Page to Patent Security Agreement (Q4 FY 2016)]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Title	App Number	Status	Country	File Date	Owner
System and Method for Generating and Displaying Tomosynthesis Image Slabs	15/120,911	Pending	US	08/23/2016	Hologic, Inc.
Brachytherapy Device for Facilitating Asymmetrical Irradiation of a Body Cavity	15/236,265	Pending	US	08/12/2016	Hologic, Inc.
Automated Sample Processing Instruments, Systems, Processes, and Methods	15/222,173	Pending	US	07/28/2016	Gen-Probe Incorporated
Closed Nucleic Acid Structures	15/191,231	Pending	US	06/23/2016	Gen-Probe Incorporated
Compositions, Methods and Kits to Detect Adenovirus Nucleic Acids	15/267,615	Pending	US	09/16/2016	Gen-Probe Incorporated