

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4238285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HOLOGIC, INC.	01/09/2017
GEN-PROBE INCORPORATED	01/09/2017

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 33**

Property Type	Number
Application Number:	15280475
Application Number:	15335982
Application Number:	29580853
Application Number:	15278667
Application Number:	15362734
Application Number:	15342038
Application Number:	15357326
Application Number:	15282596
Application Number:	15359903
Application Number:	15365502
Application Number:	62425953
Application Number:	62426398
Application Number:	29585524
Application Number:	29585523
Application Number:	29585525
Application Number:	29585527
Application Number:	29585528
Application Number:	15332729
Application Number:	62410188

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Property Type	Number
Application Number:	62402446
Application Number:	15357872
Application Number:	62429393
Application Number:	29583396
Application Number:	15277167
Application Number:	15364962
Application Number:	15377638
Application Number:	15283855
Application Number:	15362692
Application Number:	15280636
Application Number:	15267615
Application Number:	15287358
Application Number:	15339347
Application Number:	15389403

**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:** DARLENA BARI STARK

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.

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

<b>ATTORNEY DOCKET NUMBER:</b>	F167915
<b>NAME OF SUBMITTER:</b>	KAREN S. COTTRELL
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	01/23/2017

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of January 9, 2017 (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

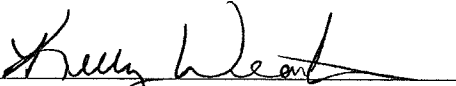
**GEN-PROBE INCORPORATED,**

as Grantor

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

Accepted and Agreed:

**BANK OF AMERICA, NA.,** as  
Collateral Agent

By:   
Name: Kelly Weaver  
Title: Vice President

**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>
Cuff-Resistant Anchoring Balloon for Medical Device	15/280,475	Pending	US	09/29/2016	Hologic, Inc.
Locking Device	15/335,982	Pending	US	10/27/2016	Hologic, Inc.
Display Screen or Portion Thereof with Graphical User Interface	29/580,853	Pending	US	10/13/2016	Hologic, Inc.
Biopsy Device with Automatic Biopsy Parameter Adjustment	15/278,667	Pending	US	09/28/2016	Hologic, Inc.
Device for Cushioning of Compression Surfaces	15/362,734	Pending	US	11/29/2016	Hologic, Inc.
System and Method for Low Dose Tomosynthesis	15/342,038	Pending	US	11/02/2016	Hologic, Inc.
Methods and Systems for Dynamically Modifying Acquisition Parameter During Image Acquisition	15/357,326	Pending	US	11/21/2016	Hologic, Inc.
Image Handling and Display in X-Ray Mammography and Tomosynthesis	15/282,596	Pending	US	09/30/2016	Hologic, Inc.
Method for Breast Screening in Fused Mammography	15/359,903	Pending	US	11/23/2016	Hologic, Inc.
Uterine Fibroid Tissue Removal Device	15/365,502	Pending	US	11/30/2016	Hologic, Inc.
Biopsy Site Marker	62/425,953	Pending	US	11/23/2016	Hologic, Inc.
Healthcare Information Manipulation and Visualization Controllers	62/426,398	Pending	US	11/25/2016	Hologic, Inc.
User Interface for Medical Workstation	29/585,524	Pending	US	11/25/2016	Hologic, Inc.
User Interface for Medical Workstation	29/585,523	Pending	US	11/25/2016	Hologic, Inc.
User Interface for Medical Workstation	29/585,525	Pending	US	11/25/2016	Hologic, Inc.
User Interface for Medical Workstation	29/585,527	Pending	US	11/25/2016	Hologic, Inc.

Imaging System	29/585,528	Pending	US	11/25/2016	Hologic, Inc.
Systems and Methods for Reading Machine-Readable Marks on Racks and Receptacles	15/332,729	Pending	US	10/24/2016	Gen-Probe Incorporated
Compositions and Methods for Detecting or Quantifying Hepatitis C Virus	62/410,188	Pending	US	10/19/2016	Gen-Probe Incorporated
Compositions on Plasma-Treated Surfaces	62/402,446	Pending	US	09/30/2016	Gen-Probe Incorporated
Wash solution and Method to Remediate Lubricant Contamination	15/357,872	Pending	US	11/21/2016	Hologic, Inc.
Laboratory Automated Instruments, Systems, and Methods for Transporting Sample Receptacle Carriers	62/429,393	Pending	US	12/2/2016	Gen-Probe Incorporated
AI Processor	29/583,396	Pending	US	11/4/2016	Hologic, Inc.
Compositions and Methods for Detection of Hepatitis A Virus Nucleic Acid	15/277,167	Pending	US	09/27/2016	Gen-Probe Incorporated
PCA3, PCA3 Genes and Methods of Use	15/364,962	Pending	US	11/30/2016	Gen-Probe Incorporated
Oligonucleotide Primer Composition	15/377,638	Pending	US	12/13/2016	Gen-Probe Incorporated
Multi-Channel Optical Measurement Instrument	15/283,855	Pending	US	10/3/2016	Gen-Probe Incorporated
Methods and Compositions for the Selection and Optimization of Oligonucleotide Tag Sequences	15/362,692	Pending	US	11/28/2016	Gen-Probe Incorporated
Polynucleotide Sequencing Method	15/280,636	Pending	US	09/26/2016	Gen-Probe Incorporated
Compositions, Methods and Kits to Detect Adenovirus Nucleic Acids	15/267,615	Pending	US	09/16/2016	Gen-Probe Incorporated
Indexing Signal Detection Module	15/287,358	Pending	US	10/6/2016	Gen-Probe Incorporated
Reagent Well Having a Retention Feature for Retaining a Lyophilized Reagent	15/339,347	Pending	US	10/31/2016	Gen-Probe Incorporated
Uterine Distension Fluid Management System with Peristaltic Pumps	15/389,403	Pending	US	12/22/2016	Hologic, Inc.

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