

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4374011

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HOLOGIC, INC.	04/07/2017
GEN-PROBE INCORPORATED	04/07/2017
SUROS SURGICAL SYSTEMS, INC.	04/07/2017

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: 19

Property Type	Number
Application Number:	15419018
Application Number:	15410669
Application Number:	15414966
Application Number:	15411502
Application Number:	15408505
Application Number:	15434968
Application Number:	15389897
Application Number:	15454819
Application Number:	15424052
Application Number:	15430726
Application Number:	15431053
Application Number:	15440806
Application Number:	62471667
Application Number:	15472561
Application Number:	62479008
Application Number:	62478977
Application Number:	62479036
Application Number:	62476435

PATENT

Property Type	Number
Application Number:	62476659

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: 800-494-5225
Email: ipteam@nationalcorp.com
Correspondent Name: STEWART WALSH
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:	F169661
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NAME OF SUBMITTER:	KAREN S. COTTRELL
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SIGNATURE:	/Karen S. Cottrell/
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DATE SIGNED:	04/19/2017
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Total Attachments: 6
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source=#89578962v1 - (Patent Security Agreement (Q2 2017))#page3.tif
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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of April 7, 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).

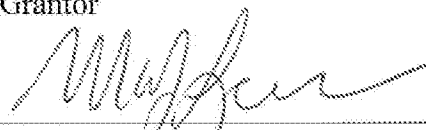
SECTION 5. *Counterparts.* This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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.

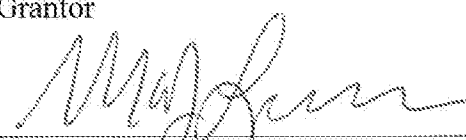
HOLOGIC, INC.,

as Grantor

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


GEN-PROBE INCORPORATED,

as Grantor

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

SUROS SURGICAL SYSTEMS, INC.

As Grantor

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

Accepted and Agreed.

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

By: Mollie S. Canup
Name: MOLLY S. CANUP
Title: VICE PRESIDENT

[Signature Page to Patent Security Agreement (Q2FY 2017)]

**PATENT
REEL: 042055 FRAME: 0246**

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	App Number	Status	Country	File Date	Owner
System and Method for Reviewing and Analyzing Cytological Specimens	15/419,018	Pending	US	01/30/2017	Hologic, Inc.
System for Improved Tissue-Handling and In Line Analysis of the Tissue	15/410,669	Pending	US	01/19/2017	Hologic, Inc.
Biopsy Device	15/414,966	Pending	US	01/25/2017	Hologic, Inc.
Integrated Multi-Mode Mammography/Tomosynthesis X-Ray System and Method	15/411,502	Pending	US	01/20/2017	Hologic, Inc.
Patient Support Pads for Use in Detecting Lymphedema Through X-Ray Scans	15/408,505	Pending	US	01/18/2017	Hologic, Inc.
Laboratory Automated Instruments, Systems, And Methods	15/434,968	Pending	US	02/16/2017	Gen-Probe Incorporated
Systems and Methods for Analyzing a Sample and for Monitoring the Performance of an Optical Signal Detector	15/389,897	Pending	US	02/23/2016	Gen-Probe Incorporated
System and Method for Automated Preparation of Cytological Specimens	15/454,819	Pending	US	03/09/2017	Hologic, Inc.
Compositions, Kits And Related Methods For The Detection And/Or Monitoring Of Listeria	15/424,052	Pending	US	02/03/2017	Gen-Probe Incorporated
Method of Using Multi-well Tray	15/430,726	Pending	US	02/13/2017	Gen-Probe Incorporated
Apparatus for Releasably Holding an Elongated Object in A Predetermined Orientation	15/431,053	Pending	US	02/13/2017	Gen-Probe Incorporated
Apparatus, Systems, and Methods for Performing Thermal Melt Analyses and Amplifications	15/440,806	Pending	US	02/23/2017	Gen-Probe Incorporated

System for Patient Positioning Quality Assurance Prior to Mammographic Image Acquisition	62/471,667	Pending	US	03/15/2017	Hologic, Inc.
Securement for a Surgical Site Marker and Deployment Device for Same	15/472,561	Pending	US	03/29/2017	Suros Surgical Systems, Inc.
System and Method for Synthesizing Low-Dimensional Image Data from High-Dimensional Image Data Using an Object Grid Enhancement	62/479,008	Pending	US	03/30/2017	Hologic, Inc.
System and Method for Hierarchical Multi-Level Feature Image Synthesis and Representation	62/478,977	Pending	US	3/30/2017	Hologic, Inc.
System and Method for Targeted Object Enhancement to Generate Synthetic Breast Tissue Images	62/479,036	Pending	US	3/30/2017	Hologic, Inc.
Compositions and Methods for Detecting or Quantifying Parainfluenza Virus	62/476,435	Pending	US	3/24/2017	Gen-Probe Incorporated
Multiplex Detection of Virus Pathogens in Biological Samples	62/476,659	Pending	US	3/24/2017	Gen-Probe Incorporated