

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4627474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HOLOGIC, INC.	10/03/2017
GEN-PROBE INCORPORATED	10/03/2017
CYNOSURE, INC.	10/03/2017
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: 28	
Property Type	Number
Application Number:	15676222
Application Number:	62531807
Application Number:	62544374
Application Number:	62548804
Application Number:	62546449
Application Number:	62546167
Application Number:	62553033
Application Number:	62540478
Application Number:	62544491
Application Number:	62537145
Application Number:	62530743
Application Number:	29610161
Application Number:	29610185
Application Number:	15675206
Application Number:	15669378
Application Number:	15543944
Application Number:	15557912
Application Number:	62554458

PATENT

Property Type	Number
Application Number:	15652122
Application Number:	15699502
Application Number:	15556599
Application Number:	62558034
Application Number:	15708039
Application Number:	62544615
Application Number:	15640710
Application Number:	15677364
Application Number:	15707679
Application Number:	15720467

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: DARLENA BARI STARK

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173059 SA
NAME OF SUBMITTER:	KAREN S. COTTRELL
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/05/2017

Total Attachments: 8

source=#90127567v1 - (Patent Security Agreement for Filing)#page2.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page3.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page4.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page5.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page6.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page7.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page8.tif

source=#90127567v1 - (Patent Security Agreement for Filing)#page9.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of October 3, 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 Amended and Restated Pledge and Security Agreement, dated as of October 3, 2017 (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

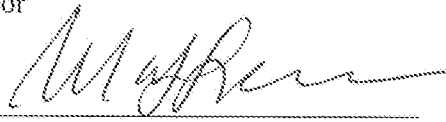
By: 

Name: Marc J. Lerner

Title: Vice President and Treasurer

[Signature Page to Patent Security Agreement]

GEN-PROBE INCORPORATED, as
Grantor

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

[Signature Page to Patent Security Agreement]

CYNOSURE, INC., as Grantor

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

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

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

By:


Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	App Number	Status	Country	File Date	Owner
Displaying Computer-Aided Detection Information with Associated Breast Tomosynthesis Image Information	15/676,222	Pending	US	08/14/2017	Hologic, Inc.
Image Processing for Curved Paddles	62/531,807	Pending	US	07/12/2017	Hologic, Inc.
Breast Compression Paddle Having an Inflatable Jacket	62/544,374	Pending	US	08/11/2017	Hologic, Inc.
Computed Tomography System for Imaging Multiple Anatomical Targets	62/548,804	Pending	US	08/22/2017	Hologic, Inc.
Medical Procedure Draping System	62/546,449	Pending	US	08/16/2017	Hologic, Inc.
Techniques for Breast Imaging Patient Motion Artifact Compensation	62/546,167	Pending	US	08/16/2017	Hologic, Inc.
Systems and Methods for Homing an Automated Biopsy Drive for Installing a Disposable Biopsy Needle Assembly	62/553,033	Pending	US	08/31/2017	Hologic, Inc.
Dried Compositions Containing Flap Endonuclease	62/540,478	Pending	US	08/02/2017	Gen-Probe Incorporated
Compositions and Methods for Detecting Staphylococcus Aureus	62/544,491	Pending	US	08/11/2017	Gen-Probe Incorporated
Optical Signal Detection Modules and Methods	62/537,145	Pending	US	07/26/2017	Gen-Probe Incorporated
Receptacle Holders, Systems, and Methods for Capacitive Fluid Level Detection	62/530,743	Pending	US	07/10/2017	Gen-Probe Incorporated
Receptacle Holder	29/610,161	Pending	US	07/10/2017	Gen-Probe Incorporated
Display Screen or Portion Thereof with Graphical User Interface and Graphical User Interface Set	29/610,185	Pending	US	07/10/2017	Gen-Probe Incorporated
Automated Method for Analyzing Samples	15/675,206	Pending	US	08/11/2017	Gen-Probe Incorporated
Method and Apparatus for Printing on an Object Having a Curved Surface	15/669,378	Pending	US	08/04/2017	Gen-Probe Incorporated

Methods and Compositions for Diagnosing Bacterial Vaginosis	15/543,944	Pending	US	07/14/2017	Gen-Probe Incorporated
Methods and Compositions for Detecting Bacterial Nucleic Acid and Diagnosing Bacterial Vaginosis	15/557,912	Pending	US	09/13/2017	Gen-Probe Incorporated
Waste Evacuation Apparatus for an Automated Specimen Preparation System	62/554,458	Pending	US	09/05/2017	Hologic, Inc.
Fine Tank Pressure Control Using Thermal Energy for Preparing Cytological Specimens from Patient Samples	15/652,122	Pending	US	07/17/2017	Hologic, Inc.
Compositions and Methods for Detecting Nucleic Acid from Mollicutes	15/699,502	Pending	US	09/08/2017	Gen-Probe Incorporated
Tissue Removal System	15/556,599	Pending	US	09/07/2017	Hologic, Inc.
Wireless Active Monitoring Implant System	62/558,034	Pending	US	09/13/2017	Hologic, Inc.
Inactivatable Target Capture Oligomers for use in the Selective Hybridization and Capture of Target Nucleic Acid Sequences	15/708,039	Pending	US	08/31/2017	Gen-Probe Incorporated
Breast Compression Paddle with Access Corners	62/544,615	Pending	US	08/18/2017	Hologic, Inc.
Non-Invasive Uniform and Non-Uniform RF Methods and Systems	15/640,710	Pending	US	07/03/2017	Cynosure, Inc.
Reagent Well Having A Retention Feature for Retaining A Lyophilized Reagent	15/677,364	Pending	US	08/15/2017	Gen-Probe Incorporated
Detection of Nucleic Acids from Multiple Types of Human Papillomavirus	15/707,679	Pending	US	09/18/2017	Gen-Probe Incorporated
Compositions on Plasma-Treated Surfaces	15/720,467	Pending	US	09/29/2017	Gen-Probe Incorporated