

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOLOGIC, INC.		04/11/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent		
Street Address:	c/o Goldman, Sachs & Co.		
Internal Address:	30 Hudson Street, 36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77341464	HOLOGIC	
Serial Number:	77346700	CLARITY OF VISION	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0808		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$65.00 77341464

Date:

04/21/2008

Total Attachments: 6

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FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This First Supplement to Trademark Security Agreement (this "Supplement") is dated as of April 11, 2008, is made and entered into by and between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp. and Cytoc Corporation (collectively, the "Grantors"), and Goldman Sachs Credit Partners L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

W I T N E S S E T H :

WHEREAS, Grantors are a party to a Pledge and Security Agreement dated as of October 22, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed and delivered to the Collateral Agent a Trademark Security Agreement dated as of October 22, 2007 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Trademark Security Agreement") by and between the Grantors and Collateral Agent; and

WHEREAS, this Supplement shall amend and supplement the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

DEFINED TERMS. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement and Trademark Security Agreement, as applicable.

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT. Schedule I of the trademark security agreement is hereby revised by adding thereto the Trademark Collateral listed on Section 1 of Exhibit a hereto and deleting therefrom the Trademark Collateral listed on Section 2 of Exhibit A hereto.

MISCELLANEOUS.

Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed


counterpart shall not affect the validity, enforceability, and binding effect of this Supplement. This Supplement shall be deemed to be a Credit Document.

Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).


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IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.


HOLOGIC, INC., as Grantor

By: 
Name: Glenn Muir
Title: Executive Vice President

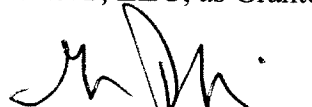
R2 TECHNOLOGY, INC., as Grantor

By: 
Name: ~~Glenn Muir~~ Glenn Muir
Title: Executive Vice President

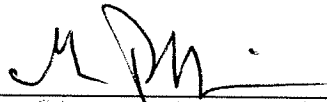
SUROS SURGICAL SYSTEMS, INC., as Grantor

By: 
Name: Glenn Muir
Title: Executive Vice President


BIOLUCENT, LLC, as Grantor

By: 
Name: Glenn Muir
Title: Executive Vice President

DIRECT RADIOGRAPHY CORP., as Grantor

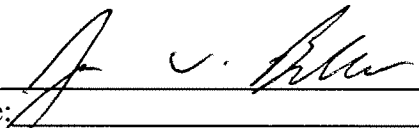
By: 
Name: Glenn P. Muir
Title: Executive Vice President

CYTYC CORPORATION, as Grantor

By: 
Name: Glenn P. Muir
Title: Executive Vice President

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By:  _____
Name: _____
Title: _____
James V. Balcom
Authorized Signatory

[Hologic Trademark Supplement]

TRADEMARK
REEL: 003763 FRAME: 0737

EXHIBIT A

1. TRADEMARK REGISTRATIONS AND APPLICATIONS TO BE ADDED TO SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Name of Trademark	Reg. and/or Appl. No.	Country	Publication Date	Last Listed Owner
HOLOGIC	Appl. No. 77341464	U.S.		Hologic, Inc.
CLARITY OF VISION	Appl. No. 77346700	U.S.		Hologic, Inc.

2. TRADEMARK REGISTRATIONS AND APPLICATIONS TO BE DELETED FROM SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Name of Trademark	Reg. and/or Appl. No.	Country	Publication Date	Last Listed Owner
LOrad	1425641	U.S.	10.28, 1986	Lorad Corporation