

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|--------------|
| Third Wave Technologies, Inc. | | 07/24/2008 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Goldman Sachs Credit Partners L.P., as Collateral Agent |
| Street Address: | 30 Hudson Street, 17th Floor |
| City: | Jersey City |
| State/Country: | NEW JERSEY |
| Postal Code: | 07302 |
| Entity Type: | LIMITED PARTNERSHIP: |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 74408574 | CLEAVASE |
| Serial Number: | 75591016 | INVADER |
| Serial Number: | 75847932 | INVADERCREATOR |
| Serial Number: | 76358393 | THIRD WAVE |
| Serial Number: | 78502490 | INVADER PLUS |
| Serial Number: | 78886976 | INPLEX |
| Serial Number: | 78851866 | INVADER CALL REPORTER |
| Serial Number: | 78883965 | DOGBONE |
| Serial Number: | 78883970 | MIRVADER |
| Serial Number: | 77396554 | CERVISTA |
| Serial Number: | 77409222 | INVADER CALL REPORTER |
| Serial Number: | 77476124 | QINVADER |
| Serial Number: | 77485157 | QINVADER |

CORRESPONDENCE DATA

900112455

**TRADEMARK
 REEL: 003824 FRAME: 0441**

OP \$340.00 74408574

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins, Attn: Julie Dalke
Address Line 1: 650 Town Center Dr, 20th fl
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 022411-0808 |
| NAME OF SUBMITTER: | Julie Dalke |
| Signature: | /Julie Dalke/ |
| Date: | 07/29/2008 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 24, 2008 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") is made and entered into by Third Wave Technologies, Inc. as a Grantor ("Grantor") 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, in conjunction herewith, the Grantor joined (as a grantor) that certain Amended and Restated Pledge and Security Agreement dated as of July 17, 2008 (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 "Borrower"), the Grantor, certain other subsidiaries of the Borrower and the Collateral Agent, pursuant to that certain Counterpart Agreement dated as of even date hereof by Grantor;

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Pledge and Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantor hereby agrees 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 Trademark Collateral.

2.1 Grant of Security. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, (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 (collectively, "Trademarks"), in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the "Trademark Collateral").

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for Trademark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect

thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted by Grantor to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 Trademark 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 Trademark 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 Trademark 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, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

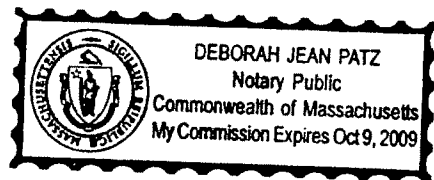
THIRD WAVE TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

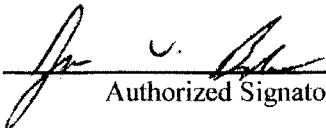
STATE OF MA
COUNTY OF Middlesex ss.

On this 24 day of July 2008 before me personally appeared Glenn P. Miller proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Third Wave Technology, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Deborah Jean Patz
Notary Public



Accepted and Agreed:
GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By:  _____
Authorized Signatory

James V. Balcom
Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Debtor/Grantor | Country | Trademark | Intl Class | Serial Number | Reg. No | Status |
|-------------------------------|---------|-----------------------|------------|----------------------------|------------|---------|
| Third Wave Technologies, Inc. | US | Cleavase | | 74/408574 | 1920605 | Issued |
| Third Wave Technologies, Inc. | US | Invader | | 75/591016 | 2304178 | Issued |
| Third Wave Technologies, Inc. | US | InvaderCreator | | 75/847932 | 2832264 | Issued |
| Third Wave Technologies, Inc. | US | Third Wave | | 76/358393 | 2656373 | Issued |
| Third Wave Technologies, Inc. | US | INVADER PLUS | | 78/502490 | 3146599 | Issued |
| Third Wave Technologies, Inc. | US | INPLEX | | 78/886976 | | Pending |
| Third Wave Technologies, Inc. | US | INVADER CALL REPORTER | | 78/851866 | | Pending |
| Third Wave Technologies, Inc. | US | DOGBONE | | 78/883965 | | Pending |
| Third Wave Technologies, Inc. | US | MIRVADER | | 78/883970 | 3327768 | Pending |
| Third Wave Technologies, Inc. | US | CERVISTA | | 77/396554 | | Pending |
| Third Wave Technologies, Inc. | US | INVADER CALL REPORTER | | 77/409222 | | Pending |
| Third Wave Technologies, Inc. | US | QINVADER | | 77/476124 | | Pending |
| Third Wave Technologies, Inc. | US | QINVADER [and design] | | 77/485157 | | Pending |
| Third Wave Technologies, Inc. | Germany | Cervista | 1, 5 | | | Pending |
| Third Wave Technologies, Inc. | Germany | CFLP | 5 | | | Pending |
| Third Wave Technologies, Inc. | Germany | Cleavase | 1 | 395 49 640.3 | 395 49 640 | Issued |
| Third Wave Technologies, Inc. | Germany | Cleavase | 5 | | | Pending |
| Third Wave Technologies, Inc. | Germany | Invader | 1, 5 | 396 44 920.4 | 396 44 920 | Issued |
| Third Wave Technologies, Inc. | Germany | InvaderCreator | 1, 9, 42 | 300 36 195.5 | 300 36 195 | Issued |
| Third Wave Technologies, Inc. | Germany | qInvader | 1, 5 | | | Pending |
| Third Wave Technologies, Inc. | Germany | QINVADER [and design] | 1, 5 | From Int'l App No A0012652 | | Pending |
| Third Wave Technologies, Inc. | UK | Cervista | 1, 5 | | | Pending |
| Third Wave Technologies, Inc. | UK | CFLP | 5 | 2174209 | 2174209 | Issued |
| Third Wave Technologies, Inc. | UK | Cleavase | 1 | 2043863 | 2043863 | Issued |
| Third Wave Technologies, Inc. | UK | Cleavase | 5 | 2174161 | 2174161 | Issued |
| Third Wave Technologies, Inc. | UK | Invader | 1 | 2113268 | 2113268 | Issued |

| <u>Debtor/Grantor</u> | Country | Trademark | Intl Class | Serial Number | Reg. No | Status |
|-------------------------------|---------|--------------------------|------------|-------------------------------|---------|---------|
| Third Wave Technologies, Inc. | UK | Invader | 5 | 2174160 | 2174160 | Issued |
| Third Wave Technologies, Inc. | UK | InvaderCreator | 1, 9, 42 | 2232232 | 2232232 | Issued |
| Third Wave Technologies, Inc. | UK | qInvader | 1, 5 | | | Pending |
| Third Wave Technologies, Inc. | UK | QINVADER [and design] | 1, 5 | From Int'l App No A0012652 | | Pending |