

TO:LATHAM & WATKINS COMPANY:885 THIRD AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/26/2009
900130229

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Fifth Supplement to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		03/24/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent		
Street Address:	30 Hudson Street		
Internal Address:	36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP: Bermuda		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77397227	DEFINING THE STANDARD OF CARE IN WOMEN'S HEALTH	
Serial Number:	77536174	DIMENSIONS	
Serial Number:	77413673	EVIVA	
Serial Number:	77341477	SOFTER MAMMOGRAM PROVIDER	
Serial Number:	77397217	THE POWER OF WOMEN'S HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		

OP \$140.00 77397227

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ATTORNEY DOCKET NUMBER:	022411-0808
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	03/26/2009
Total Attachments: 7 source=5th supplement to Trademark Security Agr#page1.tif source=5th supplement to Trademark Security Agr#page2.tif source=5th supplement to Trademark Security Agr#page3.tif source=5th supplement to Trademark Security Agr#page4.tif source=5th supplement to Trademark Security Agr#page5.tif source=5th supplement to Trademark Security Agr#page6.tif source=5th supplement to Trademark Security Agr#page7.tif	

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Trademark Supplement**FIFTH SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This Fifth Supplement to Trademark Security Agreement (this "Supplement") is dated as of March ~~24~~, 2009, effective as of February 28, 2009, is made and entered into by and between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp., Cytoc Corporation, Cytoc Prenatal Products Corp. and Cytoc Surgical Products III, Inc. (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").

WITNESSETH:

WHEREAS, Grantors are a party to an Amended and Restated Pledge and Security Agreement dated as of July 17, 2008 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Amended and Restated Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement, the Grantors executed and delivered to the Collateral Agent a Trademark Security Agreement dated as of July 17, 2008 (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:

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

2. 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.

3. MISCELLANEOUS.

a. 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

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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.

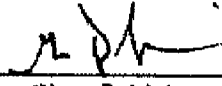
b. Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

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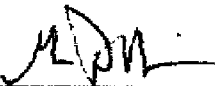
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IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.


HOLOGIC, INC., as Grantor

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Finance and Administration, Chief Financial Officer and Treasurer and Assistant Secretary

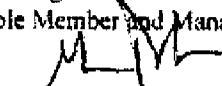
R2 TECHNOLOGY, INC., as Grantor

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

SUROS SURGICAL SYSTEMS, INC., as Grantor

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

BIOLUCENT, LLC, as Grantor

By: Hologic, Inc.,
its Sole Member and Manager
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Finance and Administration, Chief Financial Officer and Treasurer and Assistant Secretary

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DIRECT RADIOGRAPHY CORP., as GrantorBy: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary**CYTYC CORPORATION, as Grantor**By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary**CYTYC PRENATAL PRODUCTS CORP., as
Grantor**By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary**CYTYC SURGICAL PRODUCTS III, INC., as
Grantor**By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary


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Accepted and Agreed:

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

By: 
Name: _____
Title: John Dermanin
Authorized Signatory


IP Security Supplement

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EXHIBIT A

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

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Status</u>	<u>Country</u>	<u>Filing Date</u>	<u>Owner</u>
Defining the Standard of Care in Women's Health SM	77397227	Filed	US	2/14/2008	Hologic, Inc.
Dimensions SM	77538174	Filed	US	7/31/2008	Hologic, Inc.
EVIVA SM	77413873	Filed	US	3/5/2008	Hologic, Inc.
	75659582 2395031	Granted	US	10/17/2000	Cytec Prenatal Products Corp. (formerly Adeza Biomedical Corp.)
FullTerm SM (as one word)	78821750	Filed	US	2/23/2008	Cytec Corporation
Geniva SM	78838134	Filed	US	3/15/2008	Cytec Prenatal Products Corp. (formerly Adeza Biomedical Corp.)
Genvera SM	78847994	Filed	US	3/28/2008	Cytec Prenatal Products Corp. (formerly Adeza Biomedical Corp.)
QuickCheck SM	77218750	Filed	US	6/29/2007	Cytec Corporation
Sebat Mammogram Provider SM	77341477	Filed	US	11/30/2007	Hologic, Inc.
The Power of Woman's Health	77397217	Filed	US	2/14/2008	Hologic, Inc.

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

{INTENTIONALLY OMITTED}

#1524816